



TOWN OF MILLIS

Finance Committee
900 Main Street • Millis, MA 02054

Peter Berube, Chair
Craig Schultze, Vice Chair
Doug Riley, Clerk
Joyce Boiardi
Jim Borgman
Jodie Garzon
Cathy MacInnes
Katie Tieu

Meeting Agenda

Date: Wednesday, April 7, 2021
Time: 7:00 PM
Location: Remote

The Meeting will be broadcast live on: Zoom Virtual Platform: <https://us02web.zoom.us/j/86283774782>
The meeting will be recorded and posted to the Town's Website at a later date.

Committee Attendees:

Pater Berube, Chair ☐; Craig Schultze, (Vice Chair ☐; Doug Riley (Clerk) ☐; Joyce Boiardi ☐; Jim Borgman ☐; Jodie Garzon ☐; Cathy MacInnes ☐; Katie Tieu ☐

Non-Committee Attendees: Deirdre Gilmore

Invited Guests: Mike Guzinski ☐; Carol Johnston ☐; Bob Weiss ☐; Terry Wiggin ☐; Nicole Riley ☐; Rich Nichols ☐; Select Board Member ☐

Current Reserve Fund Balance: \$ 36,000.00
Certified Free Cash: \$ 425,990.34
Stabilization Fund Balance as of December 31, 2020: \$1,834,244.59

Agenda		
Time	Topic	Speaker
~7:00	Call Meeting to Order	Peter Berube
~7:05	PILOT Agreement – Clyde F. Brown School Solar Warrant Article Discussion	Bob Weiss and Terry Wiggin
~7:20	Zoning ByLaw Amendment – Cannabis Delivery	Nicole Riley
~7:35	Zoning ByLaw Amendment – Performance Based Solar Ordinance	Nicole Riley
~7:45	May 1, 2021 Town Meeting Warrant Article Discussion and Recommendations	Mike Guzinski and Committee
~8:30	Vote to Accept/Approve Finance Committee Policies and Procedures Handbook	Committee
~8:50	Old Business/New Business	Committee
~8:55	Finance Committee Meeting Minutes Approval	Committee
~9:00	Adjourn	Committee

Important Dates:

April 14, 2021 – Final Recommendations
April 19, 2021 – Finance Committee Report - Printer
April 26, 2021 – Finance Committee Report – Residents
April 28, 2021 – Pre-Town Meeting/Public Hearing
[Spring Town Meeting – Saturday, May 1, 2021 at 2:00 PM – MS/HS Parking Lot](#)

Upcoming Meetings:

Tri-Board Meeting - TBD

To view Meeting Materials please click on the link: <https://www.millisma.gov/meeting-materials/pages/fy21-meeting-materials>

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of _____, 20__, (the “**Effective Date**”) by and between **Millis Public Schools** (“**Host**”), and Solect Energy Development LLC (“**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

Commented [CRR1]: This agreement needs to be with the Town, and the school can approve. But the Town will have to execute as they own the building.

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider’s participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the “**Site**” or the “**Property**”) and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the “**Premises**”) available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the “**Project**”); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the “**PPA**”) describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the **[twentieth (20th)] [twenty fifth (25th) [for canopy and ground mount]** anniversary of the Commercial Operation Date occurs. ~~Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(e) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above.~~ This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

Commented [CRR2]: We can reinsert the deleted language, if we get the agreement that all power generated would offset the early termination amount.

3. LEASE RIGHTS.

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the “**Permitted Uses**”), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host’s approval and shall be at locations that minimize any disruption to Host’s activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

[For ground-mount systems, include the following: substations, overhead and underground electric transmission facilities, poles, towers, guys, lines, appurtenances thereto, communication lines]

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider’s reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal. [Provider's employees and subcontractors who may have direct unsupervised access to students in the course of their work will be required to comply with Host's CORI policies. Provider, and Provider's contractors, subcontractors, installers, and employees will comply with all Host CORI requirements before accessing the Premises.](#)

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

(g) Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Provider shall remove waste materials, rubbish, the Provider's tools, construction equipment, machinery and surplus materials from and about the Project.

(h) The Provider shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Project and other persons who may be affected thereby;

.2 the Project and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Provider or the Provider's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(i) The Provider shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(j) The Provider shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Agreement caused in whole or in part by the Provider, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Provider is responsible except damage or loss attributable to acts or omissions of the Host or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Provider.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as

required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, **except as follows:** _____.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing, to Provider prior to the commencement of construction.

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: [REDACTED].

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

Commented [CRR3]: We will maintain the building in any event, but do not feel it needs to be a component of the lease.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G. Provider shall ensure that Installer or other contractors are appropriately certified by DCAMM to the extent necessary. Provider shall ensure that Installer acquires and maintains performance and payment bonds in the amount of 100% of the project cost, and Provider shall maintain a removal bond in an amount of 100% of removal costs of the Project at the end of the Agreement. The Provider shall ensure that contractors or Installer pay Prevailing Wage where required by 149 MGL 26-27D.

(i)(h)

(j)(i) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and in accordance with the generally accepted practices of the electric industry and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k)(i) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l)(k) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m)(l) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first

Commented [CRR4]: See my comments to original PPA.

obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n)(m) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

6. **RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. **INTENTIONALLY OMITTED.**

8. **PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Except as otherwise specifically provided, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including

mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "Mortgage," and the holder thereof from time to time the "Holder") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

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9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and

are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project. Provider will provide at least ten (10) days notice to Host before taking any action pursuant to this paragraph.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

HOST, Millis Public Schools

By: _____

Name (printed): _____

Title: _____

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

INSERT LEGAL DESCRIPTION – HOST PLEASE PROVIDE CURRENT RECORD

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

INSERT PROJECT SITE PLAN

EXHIBIT C to Lease Agreement

FORM OF NOTICE OF LEASE

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the Lease (the “Lease”):

Landlord (aka “Host”):

Tenant (aka “Provider”):

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at _____ as described on the attached Exhibit A.

Premises Description: A portion of the Property, as described on the attached Exhibit B.

Date of Lease: _____ (the “Effective Date”).

Term of Lease: The Lease commenced on the Effective Date and shall continue for the periods set forth below:

(a) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Power Purchase Agreement dated _____ between Lessor and Lessee is terminated pursuant to the provisions of Section 4(b) or 4(d) of such PPA.

(b) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the [twentieth (20th)] [twenty fifth (25th)] anniversary of the Commercial Operation Date occurs.

Extensions. Lessee has the option to extend the Term of the Lease for one additional period of five years.

Easements.

Under the Lease, Landlord granted the following easements (the “Easements”) to Tenant as more fully described in Exhibit C, across and burdening the Property:

[copy and paste from Section 3(a) once final]

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. In the event of any conflict or inconsistency between the terms of the Lease and this Notice of Lease, the terms of the Lease shall govern and control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

[This Page Ends Here – Signature Page Follows]

EXECUTED as a sealed instrument on as of the ____ day of _____, ____.

Landlord:

By: _____

Name:

Title:

Tenant:

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____
James R. Dumas, Manager

Acknowledgements to Notice of Lease

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ date of _____, ____ before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [s]he signed it voluntarily for its stated purpose as _____ of _____, as the voluntary act of _____ [the limited liability company/corporation, etc.].

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ date of _____, ____ before me, the undersigned notary public, personally appeared James R. Dumas, Manager of Solect Energy Development LLC, proved to me through satisfactory evidence of identification, which was _____ to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Solect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

Notary Public
My Commission Expires:

EXHIBIT A to Notice of Lease

PROPERTY DESCRIPTION

INSERT LEGAL DESCRIPTION, HOST PLEASE PROVIDE RECORD

EXHIBIT B to Notice of Lease

PREMISES DESCRIPTION

[To be updated to match Exhibit B to the Lease].

INSERT SITE PLAN

EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____ ("Lender"), _____ ("Landlord"), and Solect Energy Development LLC, ("Tenant").

WITNESSETH

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____ page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____
Printed Name:
Title:

LANDLORD:

By: _____
Printed Name:
Title:

LENDER:

By: _____
Printed Name:
Title:

POWER PURCHASE AGREEMENT

For

Millis - Clyde Brown Elementary School

Dated as of

between

Millis Public Schools

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

Commented [DC1]: Assuming school will be the sole offtaker? Is the school operated as Millis Public Schools District?
With a School Board Vote, Superintendent would sign?

Commented [CRR2]: The Town should execute the lease, through the selectmen, with the school committee also executing to signify the approval. This agreement can be signed by the school committee.

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- EXHIBIT F – ESTIMATED ANNUAL PRODUCTION
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POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**” or “**PPA**”) is entered into as of _____, by and between Millis Public Schools, a Massachusetts Public School and Department of the Town of Millis, with an address of 245 Plain St. , Millis, MA 02054-1599 (“**Host**”) and Solect Energy Development LLC, (“**Solect**” or “**Provider**”) a Massachusetts limited liability company with a business address at 89 Hayden Rowe Street, Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020 governing the terms and conditions of Provider’s participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

Commented [CRR3]: See previous comment. Host is not owner in this case- the Town owns and should execute the lease. We are open to language that reflects this arrangement.

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease, attached hereto as Exhibit H, dated on or about the date hereof (as amended or modified from time to time, the “**Lease**”) pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. **TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “**Term**” shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the date set forth above (the effective date of the executed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) [twenty-fifth (25th) for ground mounts and canopies] anniversary of the Commercial Operation Date occurs.

(d)

(e) Early Termination by Host. If Host terminates this Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B. Upon Host’s payment to Provider of the Early Termination Amount, Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host’s payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Other than the foregoing, Provider shall be entitled to no damages upon Host’s termination. Alternatively, the parties may agree to continue the Lease, in which case any electricity generated by Provider and sold shall be credited against the Early Termination Amount paid or owed by Host. Notwithstanding the foregoing, Host may (i) terminate this Agreement in accordance with Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, Host shall be entitled (as its sole and exclusive remedy) to (x) payment by Provider to Host of Delay Liquidated Damages, not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the

Commented [CRR4]: We are not comfortable with granting the Provider an option to extend for 5 years. We would agree that the Host could have the option to extend for 5 one year periods.

Commented [CRR5]: I believe this option is a new feature of the agreement, which gives Select the power to extend the agreement by another 5 years at the end of the 20 year term. You should consider whether you want to grant Select this option.

Commented [TW6]: Correct me if I’m wrong Cliff, but for most other contracts that the Committee engages in, they can only be extended for one year increments and solely at the District’s pleasure. I’m not comfortable with this.

Commented [CRR7]: If the Host is required to pay an early termination amount as liquidated damages, they should also not be responsible for potentially other breach damages such as economic damages. The point of liquidated damages is to bypass/account for this liability.

Installation Work if Provider fails to do so within a reasonable time as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise agreed by the Parties in writing.

Commented [DC8]: Note, the next sentence had been deleted, in addition Host requests LDs in the amount of \$10K in the event the project is abandoned other than as permitted under the agreement.

Solect will not agree to an LD rate. If the project is abandoned other than as permitted by the agreement, i.e for Provider event of default, Section 19 provides the remedies.

3. ACCESS RIGHTS.

(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables. Access rights are limited by and subject to the requirements of Section 25(i) of this Agreement.

Commented [DC9]: Note: TW had asked about CORI. It's covered in Section 25.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

Commented [CRR10]: This just reinforces the need for CORI.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, is insufficient to accommodate the Project;

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) a Payment In Lieu of Taxes Agreement with the [Host] [municipality where the Project is located] is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

Formatted: Highlight

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date (not including any days in which a Force Majeure Event existed), Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider is certified as a Prime Contract with the Massachusetts Division of Capital Asset Management & Maintenance. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G: Provider shall ensure that Installer or other contractors are appropriately certified by DCAMM to the extent necessary. Provider shall ensure that Installer acquires and maintains performance and payment bonds in the amount of 100% of the project cost, and Provider shall maintain a removal bond in an amount of 100% of removal costs of the Project at the end of the Agreement. The Provider shall ensure that contractors or Installer pay Prevailing Wage where required by 149 MGL 26-27D.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall

Commented [DC11]: Note: Added based on a concern raised by TW, however this is not a prerequisite for the PPA, especially since Solect, as owner of the system, is not a contractor or subcontractor to the Schools.

Commented [TW12]: The School's position was very clear and we expect the language to be equally so: 1. Provider shall ensure that Installer or other contractors are appropriately certified by DCAMM to the extent necessary. 2. Provider shall insure the Installer or other contractors adhere to the Massachusetts Prevailing Wage Law to the extent necessary. 3. There will be some form of bond or other security protecting the district – and town – from harm and liability or the project is dead.

Commented [DC13]: Comments from TW on this provision:
1. Request for payment/performance bonds. Response from Solect: Bonds would be relevant if Solect were an EPC contractor and the School had contracted with Solect to install a system that would be owned by the School. The Performance Bond protects the School from an increase in the contract price if Solect were to default. These bonds are not applicable to a situation in which Solect owns the project and is merely selling the electricity.
2. Request for Decommissioning Assurance. Solect: See new Section 9(g)

Commented [CRR14]:

Commented [CRR15R14]: If, according to Solect, compliance is not necessary, Solect should be able to agree to Millis PS language without liability. Based on my discussions with the Attorney General and analysis of relevant decisions I am concerned that PW and DCAMM applies regardless of the lease/own distinction. I am also concerned that payment bonds at a minimum are necessary to ensure against liens in the event that sub payments are not made. We are willing to discuss alternative arrangements for decommissioning costs (such as trusts or custodial accounts), but not to wait until year 19 to do so- we would need some security before execution of the agreement.

be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host. Provider shall provide Host with one electronic copy of the final detailed as-built drawings, accurately depicting the System, the Project and the Premises, including all wiring, lines, conduits, piping and other structures and equipment, stamped by a Massachusetts registered professional engineer

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

Commented [DC16]: Note: CR had added new 3(g), (h) and (j) to address clean-up of project site, safety and prevention of damage and responsibility for damage.

These provisions are addressed in: 4(g) – covers removal of waste, rubbish etc., also covers safety. And in Section 5 of the Lease. Indemnification covers damage to property

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host shall agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

Commented [CRR17]: Deleted by Solec: Provider and Host shall agree upon a reasonable shut down duration.

We need some rights to input on the length of a shutdown, if we are exposed to the risk of buying market power.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the

meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Host's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the

correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the “Electricity Deficiency Quantity”), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the “Electricity Surplus Quantity”), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that the Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period Provider, subject to the terms and conditions of this Agreement and the Lease, shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of Project with the Local Electric Utility shall be indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and only to the extent, that the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to Host, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider (but no more than sixty (60) days of delay), (c) a Force Majeure Event, (d) variability due to weather (but no more than five percent (5%) of Estimated Annual Production), (e) acts or omissions of Host of any of its obligations hereunder, or (f) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c), then in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-

Commented [DC18]: Note in response to TW requested deletions. Circumstances outside the control of provider are excluded from the Performance Guarantee, including failure of an equipment manufacturer to honor a warranty, and variability due to weather [such as the snow we are currently experiencing].

Commented [CRR19]: Millis had previously attempted to remove this language. Reinserting it places on Millis the risk that a third party will damage the array.

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Commented [CRR20]:

month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

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Commented [TW21]: .

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6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email, addressed as follows:

To Host: Millis Public Schools
245 Plain St
Millis, MA 02054-1599

Attention: Terry Wiggin
Email: twiggin@millisschools.org

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(d) Payment. Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by Applicable Law.

Commented [DC22]: Comment from TW:

I have no inherent problem with this normally, but the process is that the invoice comes to my office, lets say on a Monday. The School Committee may not get it until the following Tuesday. Wednesday it goes to Town Hall, and either the next Monday or a Week from that Monday the Board of Selectmen get it. The check may barely get out in 30 days depending upon the timing of its arrival. During the pandemic, if meetings are virtual, we need to move warrants around to peoples homes until we get three signatures, which can slow things down further.

Solect: in default provision non-payment is not a default until 10 (ten) days after notice.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("**Interconnection Obligations**"). In no event shall Host be responsible for any Interconnection Obligations.

(i) Production Excess. Provider shall work with the Host to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(c) is limited to any payments actually received by Host.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

Commented [DC23]: Note. This provision addresses Net Metering and is an improvement over the provision in the earlier form of PPA.

(e) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(f) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services, it shall promptly pay them over to Provider.

(g) Neither Party is a Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Host's obligations or performance under this Agreement.

(h) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

Commented [DC24]: Note: There was a request to include language referencing MGL c 30B, §1(b)(33), however, this is an obligation of Host, not Solect. Solect would consider the PPA pricing confidential, thus the drafting.

Commented [CRR25]: Given that this is a collaborative procurement, I don't think this language is necessary. It falls outside 30B under a different exception.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

(C) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

Commented [CRR26]: This is part of our understanding of the project economics. It's a more detailed requirement of the Provider's obligations stated in the construction process above.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. Host shall have the option to purchase the Project on the seventh, tenth and fifteenth anniversary of the Commercial Operation Date, for a purchase price equal to the greater of either (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. The Parties agree to meet and confer with regards to the application of this Paragraph to Host's Town Meeting schedule to obtain appropriate approvals, no later than eighteen (18) months prior to the expiration of the Operations Period.

Commented [DC27]: This was the comment from TW:
We need to play out these dates to see how they line up with town meeting warrant requirements. I'd hate to put someone in the position of having to make this decision the day AFTER town meeting.

Commented [CRR28]:

Commented [TW29]: The Key Date is July 1, 2041 and May of that same year. All things being normal, May would be the town meeting to approve such a purchase and July 1 would be the opening of the new fiscal year. So am I sure this schedule works? Not really, as it depends on when the lease is signed.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease.

Commented [CRR30]: This language allows Select to determine how, when and in what amount of decommissioning assurance they provide, on the 19th anniversary of the project, rather than Millis PS language requiring a decommissioning bond at the outset of the project.

Commented [TW31]: Reinsert our language.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year,

or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each (“**Allowed Disruption Time**”) during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, **and is under the control of Host**, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount. If a shutdown occurs because of conditions or activities under the control of Provider, and the shutdown continues for sixty (60) days or longer, Host may terminate this Agreement without liability.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project

Commented [CRR32]: Host is not willing to agree to shutdown for matters outside of its control, then pay an early termination amount.

Commented [DC33]: Language requested by Host: If a shutdown pursuant to this Section continues for sixty (60) days or longer, Host may terminate this Agreement with no liability by or to either Party.

Solect: Two issues:

1. Note that this is a shutdown is due to site conditions outside the control of Provider. Sixty (60) days may not be long enough to rectify the problem.
2. Early Term Fee is due to allow Provider to recoup its investment for a circumstance at the site **– which is under Host’s control**

Commented [DC34]: Note: Host requested deletion of the rest of this language. Note that this is a relocation at the request of Host. Neither Solect or its investors will accept the risk of lost revenue in this circumstance

in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property taxes levied against the Project. Provider may enter into a Payment In Lieu of Taxes (PILOT) Agreement with the Town of Millis to establish fixed payments in amounts not to exceed those set forth on Exhibit A-1 hereto. If Provider is assessed any taxes related to the existence of the Project on the Premises in excess of the amounts on Exhibit A-1, then Host acknowledges and agrees that Provider shall have the right to increase the rates set forth on Exhibit A hereto, and the Parties shall execute an amendment to this Agreement to reflect the new rate(s).

(d) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes

Commented [DC35]: Host: Please review this language. It is an improvement over the prior PPA

Commented [CRR36]: Of course, prior to execution all these agreements must be in place.

Commented [TW37]: .

otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

Commented [CRR38]:

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

Commented [CRR39]:

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles; upon request, Provider shall share copies of such images with Host for to use for its own internal purposes, including publication on Host's webpage. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use

its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 (“MA Public Records Law”) the provisions of the MA Public Records Law will govern Host’s obligations under Section 14(b) and this Section 14(c), including Provider’s right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, volunteers, and invitees (“**Host’s Indemnified Parties**”), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider’s or Provider’s Indemnified Parties (defined below) negligence or willful misconduct; (ii) Provider’s or Provider’s Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site Provider or by any of Provider’s employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host’s side of the Point of Delivery except to the extent caused by incidents on Provider’s side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party (“**Provider’s Indemnified Parties**”), harmless from and against all Losses incurred by the Provider’s Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host’s Indemnified Parties; (ii) Host’s violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by

Commented [CRR40]: We are not willing to accept the reduction of indemnification rights for violations of applicable law to merely third party claims, and also are not willing to accept the risk of your supplied hazardous materials.

Commented [CRR41]: This is obviously a change; limits Solec’s liability just to criminal sanctions and not civil liability for legal violations, which I feel is not an acceptable risk for Millis to take.

Commented [CRR42]: See above- recent change that ultimately expands Millis risk.

Commented [TW43]: Agree we should push back and delete the new language.

Provider's Indemnified Parties). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense of the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by the Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim. Neither party, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive. Host does not waive any of the rights, remedies, defenses and immunities afforded Host, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Host hereby reserves.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. The Town of Millis is the fee owner and has a good and valid title to of the Premises, and the Host has superintendence rights in the Premises pursuant to Massachusetts law. T
o Host's knowledge
there are no mortgagees, lienholders or other third party claimants to the Premises. To Host's knowledge, there are no encumbrances on the Premises that would interfere with

Commented [CRR45]: Town is the fee owner of property. We could assert that PS has superintendence rights.

Commented [TW46]: We should. I want it clear who controls the property.

or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a Public School Department organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), the Parties shall not (i) be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the

Commented [DC47]: From TW: So have we resolved this yet? The Millis Public Schools Operates and Controls the use of the building. See MGL 40 S.3, MGL 71 S.71, and 71E as examples of what I mean.

Select: Only the owner of the fee and building can grant a lease in the rooftop. The rooftop may be considered surplus space under MGL 40, Sec. 3. The Lease does need to be approved by the School Comm. but note that there is no rent being paid. The provisions in MGL 71 relate to use. Our investors require an insurable interest. The leasehold is insurable but must come from the owner of the real property.

Commented [DC48]: TW Comment: Fairly standard clause. Question: Is a world-wide pandemic that causes a national and state sets of emergency to exist considered a Force Majeure? If so, for how long? So, for example, if the project is not "destroyed" due to such an event but if it cannot be safely repaired because workers are in quarantine or lockdown, how shall that be handled?

I wouldn't ask if it wasn't real.

Select: See revisions to definition of FM. FM is more likely to cause delay – especially in the case of COVID-19, supply disruption, Utility delays etc.

Commented [CRR49]: I interpret this as meaning that if the school closes because of COVID, and thus has no or reduced power needs, the school is excused from its minimum purchase requirements. (Note- Select included pandemic in FM definition).

dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

Commented [CRR50]: See my comment to 17(a)

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than seven and one half percent (7.5%) of the prices set forth in Exhibit A for the Term of this Agreement.

Commented [CRR51]: I had previously attempted to insert 5%

Commented [TW52]: Let's try to split the difference - 7.5%

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following (“**Provider Events of Default**”) shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host’s reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider’s rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host’s reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following (“**Host Events of Default**”) shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (15) days after receiving written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement and fails to make such payment within ten (10) days after receipt of notice of such failure from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

Commented [DC53]: Clarification based on TW comment regarding amount of time for payment

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, if such Amount is otherwise applicable under the terms of this Agreement whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

Commented [CRR54]: Suggest following language

(c)

Commented [CRR55]: We have elsewhere proposed that the parties could agree to extend the lease, and offset payments against the early termination amount.

Commented [CRR56]: I had previously recommended deleting this provision.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and

stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing 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 Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

Commented [CRR57]: My suggested change

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. THIS LIMITATION DOES NOT APPLY TO CLAIMS BY HOST FOR INDEMNITY FROM PROVIDER RELATED TO THIRD PARTY CLAIMS UNDER SECTION 15(A).

Commented [CRR58]:

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claim, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity for third-party liability shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “**Dispute**”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

~~—~~ Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

Commented [TW59]: Agreed-Delete

Commented [CRR60]: New language- I would attempt to delete it.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Millis Public Schools
245 Plain St
Millis, MA 02054-1599

Attention: Terry Wiggin
Email: twiggin@millisschools.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement. Each Party shall perform its obligations under this Agreement in compliance with Applicable Law.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its

Commented [DC61]: Note – the provisions added to Section 25 go beyond the performance of this agreement. The procurement process is via the Power Options consortium, not an RFP and bid submittal.

rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

k) M.G.L. c. 62C, § 49A Certification. Provider hereby certifies under penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, all as stated under M.G.L. c. 62C, §49A.

Commented [CRR62]: I added this provision back into the agreement. I believe Solect is incorrect in their assertion that the provision is inapplicable because this contract is not the result of public bidding. The statutory language applies to all contracts, whether or not entered into as a result of public bidding.

(l) The Host shall have access at all times to observe or inspect both the work conducted at Project site(s) during construction and operations phases, and to the books, records, and other compilations of data, which pertain to the performance of the provisions and requirements of the Lease and Agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.

A copy of all drawings, engineering reports and certifications, specifications and related materials prepared by the Provider for the design of the solar PV Systems shall become the property of the Host, and shall be delivered to the Host as the same are completed.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

Millis Public Schools

By: _____

Name (printed): _____

Title: _____

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GLOSSARY OF TERMS

“Access Rights” means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Avoided Energy Price” means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

Commented [CRR63]:

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in the Commonwealth of Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

“Construction Start Date” means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

Commented [CRR64]: New definition

“Decommissioning Assurance” means financial security in the form of an escrow account, letter of credit, bond or other form of security reasonably acceptable to the Parties

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW not to exceed \$15/kW in the aggregate if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

Commented [CRR65]: We have to confirm the acceptability of this number.

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents or impacts the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility; (v) strikes or labor disputes (except involving employees of the affected Party); and (vi) failure of the Local Electric Utility to perform actions with respect to the Project in the times required under its tariffs or Applicable Law. Force

Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means 210 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

Commented [CRR66]:
Commented [TW67]:

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means the entity identified as Host in the recitals, and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lease” has the meaning provided in the Recitals hereof.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Production Excess” has the meaning set forth in Section 7(b)(i).

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

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“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

Commented [CRR68]:

The PPA \$/kWh rates set forth in this Exhibit A are dependent on Provider’s best faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from the SMART Solar Program Administrator, on behalf of the Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

SMART Incentive Amount				
PPA Rate (\$/kWh)				

Pricing Elements include:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PILOT (Payment In Lieu of Taxes) amounts shown on Exhibit A-1.
- Costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: <<\$0.XXXX>>

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days’ written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider’s direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the “Avoided Energy Price” for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 3% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	[\$x]
2	[\$x]
3	[\$x]
4	[\$x]
5	[\$x]
6	[\$x]
7	[\$x]
8	[\$x]
9	[\$x]
10	[\$x]
11	[\$x]
12	[\$x]
13	[\$x]
14	[\$x]
15	[\$x]
16	[\$x]
17	[\$x]
18	[\$x]
19	[\$x]
20	[\$x]

EXHIBIT A-1
PILOT AMOUNTS

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EXHIBIT B

EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1		N/A
2		N/A
3		N/A
4		N/A
5		N/A
6		N/A
7		
8		N/A
9		N/A
10		
11		N/A
12		N/A
13		N/A
14		N/A
15		
16		N/A
17		N/A
18		N/A
19		N/A
20		N/A

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EXHIBIT C

DESCRIPTION OF SITE

HOST PLEASE PROVIDE LEGAL DESCRIPTION FOR PROJECT SITE

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EXHIBIT D

DESCRIPTION OF PREMISES

The Premises shall mean the Site. The Premises includes locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in the site overview below. The Project will be combined and connected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

INSERT SITE PLAN

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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

INSERT QUANTITY AND DESCRIPTION OF MAJOR PROJECT EQUIPMENT

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Commented [CRR69]:

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider’s and Host’s insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers’ Compensation

Host will have Workers’ Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers’ Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host’s property coverage. The amount and terms of insurance coverage will be determined at Provider’s sole discretion.

4. Additional Insurance Provisions

Each party shall furnish the other with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and x million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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EXHIBIT H

LEASE

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Proposed Amendments to Section XXI of the Millis Zoning By-Law
Large-Scale Ground-Mounted Solar Photovoltaic Installations

The following amendments (in **bold** below) are proposed to the current Millis Zoning By-Law:

1. Amend the definition of “Designated Location” in Section XXI.3 (Definitions):

Designated Location: The location(s) designated herein where Large-Scale Ground-Mounted Solar Photovoltaic Installations with a Rated Nameplate Capacity of 250 kW or more may be sited As-of-Right:

(a) in the I-P and I-P-2 Districts, as shown on **the Zoning Map of the Town of Millis, Massachusetts referenced in Section III.C of this Zoning By-Law, or**

(b) on any lot or grouping of contiguous lots that

(i) is at least 15 acres in total area and

(ii) consists of land

a. that is primarily and directly used for agricultural purposes as defined in M.G.L. c. 61A, § 1; or

b. that is primarily and directly used for horticultural purposes as defined in M.G.L. c. 61A, § 2; or

c. where at least fifty percent (50%) of the total area of the lot or grouping of contiguous lots consists of important farmlands, including without limitation prime farmlands, unique farmland, and additional farmland of statewide importance, identified by the United States Department of Agriculture Natural Resources Conservation Service.

2. Add a new subsection XXI.9(d) to Section XXI.9 (Dimension and Density Requirements):

9. Dimension and Density Requirements:

The following dimensional and density requirements shall apply to all LGSPI.

Setbacks:

For large-scale ground-mounted solar photovoltaic installations, front, side and rear setbacks shall be as follows:

(a) Front yard: The front yard depth shall be at least 40 feet; provided, however, that **where the lot abuts designated Conservation land or land currently used for Recreational purposes**, the front yard shall not be less than 50 feet, **and where the lot abuts a Residential District, the front yard shall provide a treed fifty foot (50’) wide buffer from all Town roads and residential properties, except as provided in (d) below.**

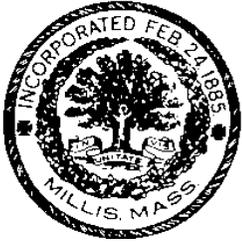
- (b) Side yard: Each side yard shall have a depth at least 20 feet; provided, however, that **where the lot abuts designated Conservation land or land currently used for Recreational purposes**, the side yard shall not be less than 50 feet, **and where the lot abuts a Residential District, the side yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.**
- (c) Rear yard: The rear yard depth shall be at least 30 feet; provided, however, that **where the lot abuts designated Conservation land or land currently used for Recreational purposes**, the rear yard shall not be less than 50 feet, **and where the lot abuts a Residential District, the rear yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.**
- (d) Subject to application for and receipt of a Special Permit, natural sight barriers (which shall include without limitation rivers, upland gradients, and any wetland setbacks required by the Millis Conservation Commission pursuant to applicable law) may be considered by the Planning Board as a basis for reducing the 50' treed buffer requirement of (a), (b) and (c) above.

3. Amend Section V. Table 1. Use Regulations, Wholesale, Transportation & Industrial, #20 and add footnote 5 to Table 1 Notes:

Principal Uses	R-T	R-S	R-V	R-V-C	C-V	C-V-2	V-B	I-P	I-P-2
20. Large-Scale Ground-Mounted Solar Photovoltaic Installations with Rated Nameplate Capacity of 250 kW DC or more. (Added June 8, 2015)	N⁽⁵⁾	P	P						

**Table 1 Notes: (Amended May 13, 1985) (Amended June 14, 2010)
(Amended May 12, 2014)**

5. But see Section XXI where, under certain conditions, such solar facilities will be allowed in the district.



TOWN OF MILLIS

Richard Nichols, *Chair*
Nicole Riley, *Clerk*
George Yered
Bodha B. Raut Chhetry
Alan Handel
Joshua Guerrero, *Associate*

OFFICE OF THE PLANNING BOARD

900 Main Street • Millis, MA 02054

Phone: 508-376-7045

Fax: 508-376-7053

PUBLIC HEARING NOTICE

Camille Standley
Administrative Assistant
cstandley@millisma.gov

The Town of Millis Planning Board will hold a remote public hearing pursuant to G. L. c. 40A, § 5, on Tuesday, April 6, 2021, at 7:50 p.m. via ZOOM platform. The agenda with login information will be posted on the Planning Board's webpage (<http://www.millisma.gov/planning-board>) 48 hours prior to the public hearing. The purpose of the public hearing is to provide interested parties with an opportunity to comment on proposed amendments to the Millis Zoning By-Laws as follows:

To see if the Town will vote to amend the Zoning Bylaw of the Town of Millis by making the following changes thereto, by deleting the word "as" (underlined) and inserting the italicized and emboldened text shown Section XIII, Special Permit Conditions, subsection V., Recreational Marijuana Establishments, 2. General Regulations, as follows:

2. General Regulations: Marijuana Establishments, *as defined and limited to Marijuana Cultivators, Craft Marijuana Cooperatives, Marijuana Product Manufacturers, Marijuana Microbusinesses, Independent Testing Laboratories, Marijuana Retailers, Marijuana Transporters, Delivery Licensees (including Marijuana Couriers and Marijuana Delivery Operators) Marijuana Research Facilities, but expressly excluding Social Consumption Establishments, as each of those terms are defined* in G.L. c., 940, § 1, and 935 CMR 500.000, may be permitted in the I-P-2 district pursuant to a Special Permit issued by the Planning Board, subject to the provisions of this Bylaw.

or to take any other action related thereto.

The complete text of the proposed amendments is on file at the office of the Town Clerk, Veterans' Memorial Building, 900 Main Street, Millis, and may be viewed on the Planning Board's web page at: <http://www.millisma.gov/planning-board>

THESE ARTICLES MAY NOT BE NUMBERED AS THEY WILL ULTIMATELY APPEAR IN THE WARRANT AT TOWN MEETING.

Richard Nichols
Chair

March 19, 2021, March 26, 2021

cc: Town Clerk, Select Board
R. Weiss, Economic Dev. & Planning Dir.
MAPC; Dept. of Housing & Community Dev., Surrounding Towns, File
Public Hearing Bylaw Amendments Marijuana Zoning Article 4-6-2021.doc



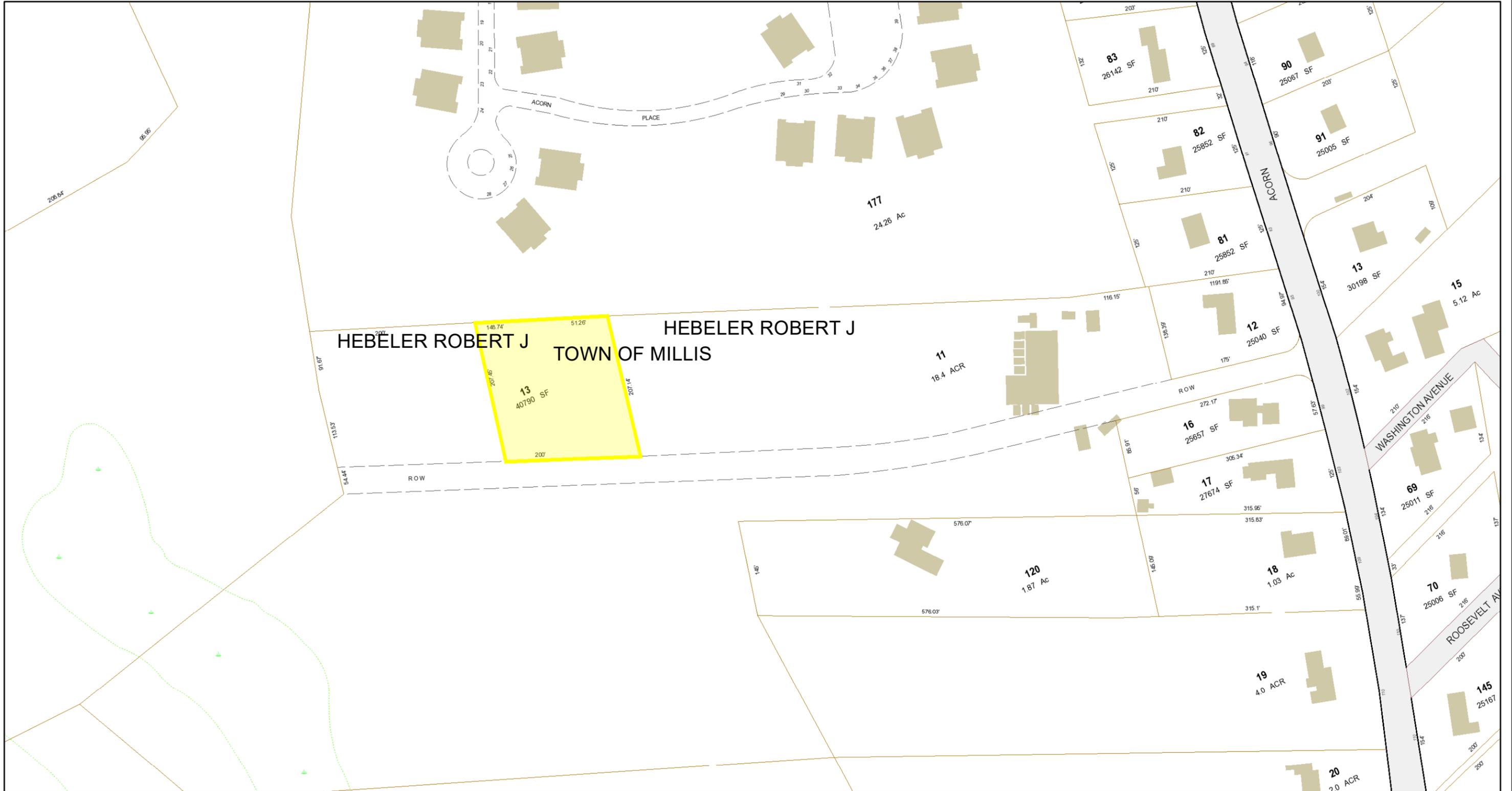
Ownership



1 inch = 139 Feet



April 5, 2021



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

From: Mike Guzinski <mguzinski@millisma.gov>
Sent: Monday, April 5, 2021 3:44 PM
To: Deirdre Gilmore <dgilmore@millisma.gov>
Subject: FW: Maps of Parcel of Land

Hi Deirdre,

For reference I wanted to add that the property that lies between the landlocked (Acorn St.) parcel (in Article 26) and Acorn Street is identified by the Assessor as follows.

Thanks.

Mike

From: Teresa Gonsalves <tgonsalves@millisma.gov>
Sent: Monday, April 5, 2021 3:41 PM
To: Mike Guzinski <mguzinski@millisma.gov>
Subject: RE: Maps of Parcel of Land

Hi Mike

Parcel 34-12 is 95 Acorn St, owner is Jason R Hebler (residential home)

Parcel 34-16 is 99 Acorn St, owner is Robert J Hebler (commercial warehouse)

Parcel 34-11 is 99 Acorn St, owner is Robert J Hebler (residential home)

Teri

Teri Gonsalves, MAA
Assessor
Notary Public
Town of Millis
900 Main Street
Millis, MA 02054
508.376.7049



Parcel 0033-0013

Map 2

1 inch = 139 Feet



April 5, 2021



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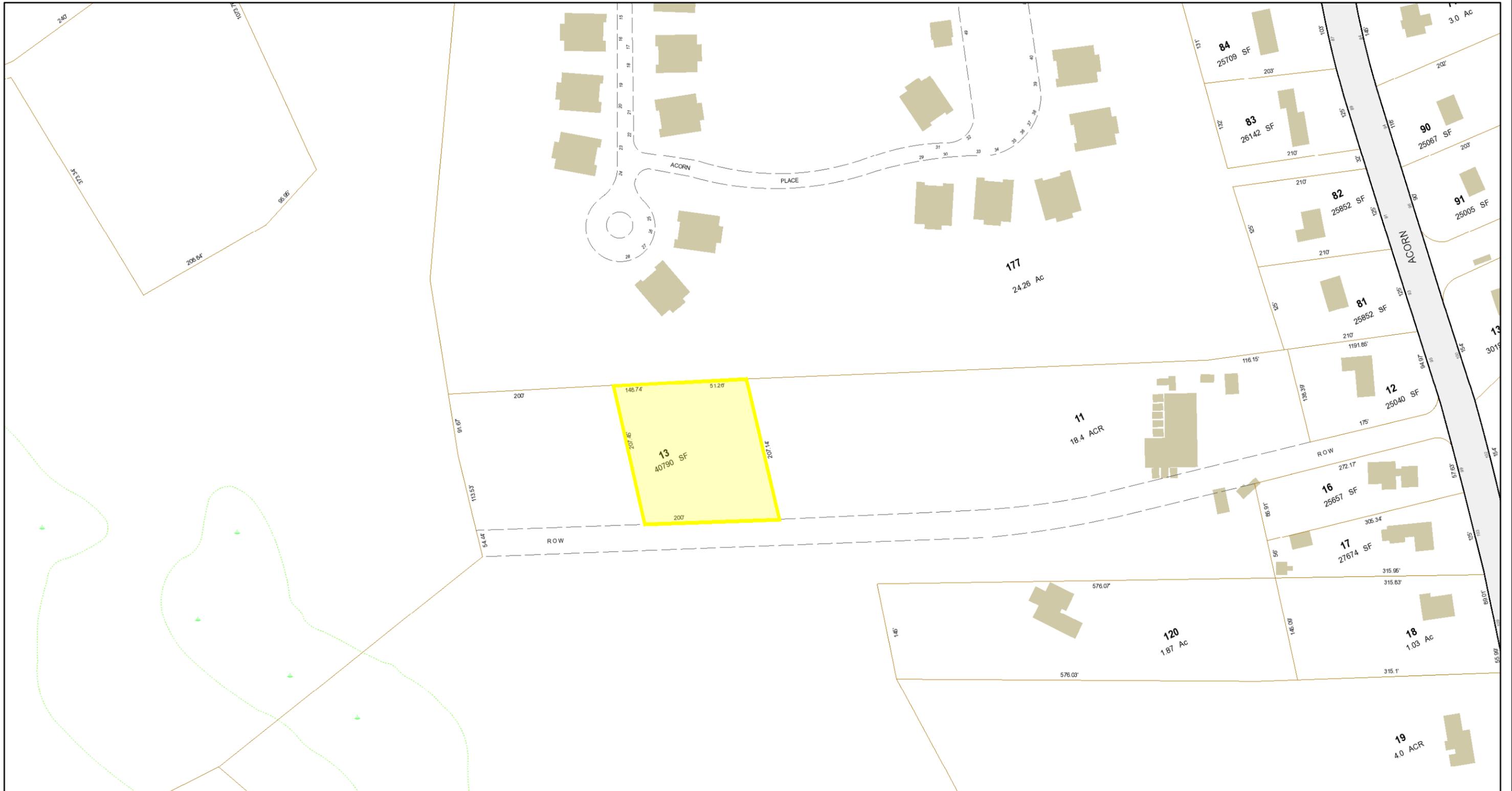
Parcel 0033-0013

Map 1

1 inch = 139 Feet



April 5, 2021



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CURRENT OWNER				TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				414 MILLIS, MA			
TOWN OF MILLIS								Description	Code	Assessed	Assessed				
900 MAIN ST								EXM LAND	9030	5,900	5,900	VISION			
MILLIS MA 02054				SUPPLEMENTAL DATA											
Alt Prcl ID Num of Uni Land Area Affordable Plot Plan WT AVAIL GIS ID M_210488_877795				SW AVAIL WT CONN N SW CONN N Bldg Area State Clas Assoc Pid#			Total		5,900	5,900					
RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)					
TOWN OF MILLIS				4405 0585	01-13-1967			0		Year	Code	Assessed	Year	Code	Assessed
										2021	9030	5,900	2020	9030	5,900
										2019	9030	5,400			
										Total		5900	Total 5900		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor							
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int							
			Total	0.00					APPRAISED VALUE SUMMARY						
				ASSESSING NEIGHBORHOOD				Appraised Bldg. Value (Card) 0							
Nbhd	Nbhd Name	B	Tracing	Batch	Appraised Xf (B) Value (Bldg) 0										
200					Appraised Ob (B) Value (Bldg) 0										
NOTES				Appraised Land Value (Bldg) 5,900											
R.O.W. ACCESS TO PARCEL				Special Land Value 0											
				Total Appraised Parcel Value 5,900											
				Valuation Method C											
				Total Appraised Parcel Value 5,900											
BUILDING PERMIT RECORD				VISIT / CHANGE HISTORY											
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result	
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	903V	MUNICIPAL MDL	R-S		0.940 AC	197,000	1.05572	5	1.00	204	0.030		1.0000	6,244.9	5,900
Total Card Land Units					40,946 SF	Parcel Total Land Area					0.9400	Total Land Value			5,900

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style:	99	Vacant Land								
Model:	00	Vacant								
Grade:										
Stories:										
Occupancy										
Exterior Wall 1										
Exterior Wall 2										
Roof Structure:										
Roof Cover										
Interior Wall 1										
Interior Wall 2										
Interior Flr 1										
Interior Flr 2										
Heat Fuel										
Heat Type:										
AC Type:										
Total Bedrooms										
Total Bthrms:										
Total Half Baths										
Total Xtra Fixtrs										
Total Rooms:										
Bath Style:										
Kitchen Style:										
Num Kitchens										
FIREPLACE										
			CONDO DATA							
Parcel Id		C	Ownr	0.0						
			B	S						
Adjust Type	Code	Description	Factor%							
Condo Flr										
Condo Unit										
			COST / MARKET VALUATION							
Building Value New			0							
Year Built			0							
Effective Year Built			0							
Depreciation Code										
Remodel Rating										
Year Remodeled										
Depreciation %										
Functional Obsol			0							
External Obsol			0							
Trend Factor			1							
Condition										
Condition %			0							
Percent Complete										
RCNLD			0							
Dep % Ovr										
Dep Ovr Comment										
Misc Imp Ovr										
Misc Imp Ovr Comment										
Cost to Cure Ovr										
Cost to Cure Ovr Comment										
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
Ttl Gross Liv / Lease Area		0	0	0		0				

No Sketch



Town of Millis

Host Community Agreement

Marijuana Impact Funds Request - FY2022

Department	Description of Expense	Total Expenses	Date of Proposed Funding
Board of Health	Cannabis use in e-cigarettes/vaping	\$4,000.00	Fall TM Nov 21
Council on Aging	Educate Seniors to the Benefits of Marijuana	\$45,672.38	Fall TM Nov 21
Library	Extend the hours Library is open to the public on Thursday evening until 8 pm	\$11,388.00	Fall TM Nov 21
Library	Extend the hours Library is open to the public on Saturdays during July & August	\$2,100.00	Spring TM May 21
Library	Extend the hours Library is open to the public on Friday evening until 8 pm	\$11,388.00	Fall TM Nov 21
Police	School Resource Officer Salary	\$61,030.75	Spring TM May 21
Police	School Resource Officer Salary	\$26,300.00	Fall TM Nov 21
Police	Marijuana Stipend - per Contract FY22	\$10,800.00	Spring TM May 21
Police	Marijuana Training	\$45,000.00	Fall TM Nov 21
Recreation	Summer program for participants with developmental and physical disabilities	\$9,200.00	Spring TM May 21
Recreation	Teen Program Coordinator	\$15,000.00	Spring TM May 21
School	School Adjustment Counselor - 0.6 FTE	\$40,637.00	Fall TM Nov 21
School	Bridge Therapeutic Program - Grade 8 - 0.2 FTE	\$12,365.00	Fall TM Nov 21
School	After-school activities through Extended Day Program	\$10,000.00	Fall TM Nov 21
School	Programs for all constituencies mental health link to substances	\$5,000.00	Fall TM Nov 21
School	Town-wide Social Worker	\$60,000.00	Fall TM Nov 21
Marijuana Impact Funds Request - FY2022		\$369,881.13	

	Marijuana Impact Funds Request - FY2022	\$98,130.75	Spring TM May 21
	Marijuana Impact Funds Request - FY2022	\$271,750.38	Fall TM Nov 21
Marijuana Impact Funds Request - FY2022		\$369,881.13	

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
3	GENERAL GOVERNMENT								
4	SELECTMEN/TA								
5	SALARIES	\$283,942.15	\$303,566.66	\$328,459.08	\$24,892.42	8.2%	\$353,429.39	\$24,970.31	
6	EXPENSES	\$80,465.85	\$75,915.00	\$79,785.00	\$3,870.00	5.1%	\$68,785.00	(\$11,000.00)	
7	TOTAL	\$364,408.00	\$379,481.66	\$408,244.08	\$28,762.42	7.6%	\$422,214.39	\$13,970.31	3.42%
8	FINANCE DIR/ACCOUNTANT								
9	SALARIES	\$249,301.00	\$252,412.54	\$264,304.28	\$11,891.74	4.7%	\$264,304.28	\$0.00	
10	EXPENSES	\$6,529.43	\$6,538.00	\$6,538.00	\$0.00	0.0%	\$6,538.00	\$0.00	
11	TOTAL	\$255,830.43	\$258,950.54	\$270,842.28	\$11,891.74	4.6%	\$270,842.28	\$0.00	0.00%
12	ASSESSORS								
13	SALARIES	\$120,584.05	\$125,012.33	\$134,159.04	\$9,146.71	7.3%	\$134,159.04	\$0.00	
14	EXPENSES	\$7,079.65	\$9,411.00	\$9,736.00	\$325.00	3.5%	\$9,736.00	\$0.00	
15	TOTAL	\$127,663.70	\$134,423.33	\$143,895.04	\$9,471.71	7.0%	\$143,895.04	\$0.00	0.00%
16	TREASURER/COLLECTOR								
17	SALARIES	\$217,017.37	\$221,247.87	\$230,797.04	\$9,549.17	4.3%	\$230,797.04	\$0.00	
18	EXPENSES	\$36,355.07	\$34,475.00	\$41,090.00	\$6,615.00	19.2%	\$41,090.00	\$0.00	
19	TOTAL	\$253,372.44	\$255,722.87	\$271,887.04	\$16,164.17	6.3%	\$271,887.04	\$0.00	0.00%
20	IT ADMINISTRATION								
21	SALARIES	\$612.28	\$0.00	\$80,000.00	\$80,000.00	100.0%	\$80,000.00	\$0.00	
22	EXPENSES	\$147,631.64	\$218,010.00	\$255,045.07	\$37,035.07	17.0%	\$255,045.07	\$0.00	
23	TOTAL	\$148,243.92	\$218,010.00	\$335,045.07	\$117,035.07	53.7%	\$335,045.07	\$0.00	0.00%
24	TOWN COUNSEL								
25	EXPENSES	\$101,032.79	\$81,000.00	\$95,000.00	\$14,000.00	17.3%	\$95,000.00	\$0.00	
26	TOTAL	\$101,032.79	\$81,000.00	\$95,000.00	\$14,000.00	17.3%	\$95,000.00	\$0.00	0.00%
27	TOWN CLERK								
28	SALARIES	\$100,685.90	\$95,952.79	\$113,830.27	\$17,877.48	18.6%	\$101,553.21	(\$12,277.06)	
29	EXPENSES	\$6,852.18	\$7,450.00	\$7,450.00	\$0.00	0.0%	\$11,450.00	\$4,000.00	
30	TOTAL	\$107,538.08	\$103,402.79	\$121,280.27	\$17,877.48	17.3%	\$113,003.21	(\$8,277.06)	-6.82%

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
31	REGISTRARS								
32	SALARIES	\$663.00	\$1,280.00	\$1,298.00	\$18.00	1.4%	\$1,298.00	\$0.00	
33	EXPENSES	\$3,755.44	\$4,060.00	\$4,060.00	\$0.00	0.0%	\$4,060.00	\$0.00	
34	TOTAL	\$4,418.44	\$5,340.00	\$5,358.00	\$18.00	0.3%	\$5,358.00	\$0.00	0.00%
35	ELECTIONS								
36	SALARIES	\$18,284.47	\$26,801.00	\$15,814.00	-\$10,987.00	-41.0%	\$15,814.00	\$0.00	
37	EXPENSES	\$12,428.63	\$14,400.00	\$12,350.00	-\$2,050.00	-14.2%	\$12,350.00	\$0.00	
38	TOTAL	\$30,713.10	\$41,201.00	\$28,164.00	-\$13,037.00	-31.6%	\$28,164.00	\$0.00	0.00%
39	PLANNING BOARD								
40	SALARIES	\$22,370.20	\$21,937.42	\$22,953.30	\$1,015.88	4.6%	\$22,953.30	\$0.00	
41	EXPENSES	\$3,189.81	\$9,425.00	\$9,425.00	\$0.00	0.0%	\$9,425.00	\$0.00	
42	TOTAL	\$25,560.01	\$31,362.42	\$32,378.30	\$1,015.88	3.2%	\$32,378.30	\$0.00	0.00%
43	CONSERVATION								
44	SALARIES	\$16,921.15	\$16,559.52	\$17,314.48	\$754.96	4.6%	\$17,314.48	\$0.00	
45	EXPENSES	\$2,396.11	\$4,777.00	\$9,527.00	\$4,750.00	99.4%	\$4,777.00	(\$4,750.00)	
46	TOTAL	\$19,317.26	\$21,336.52	\$26,841.48	\$5,504.96	25.8%	\$22,091.48	(\$4,750.00)	-17.70%
47	ZONING BOARD								
48	SALARIES	\$4,810.68	\$5,018.88	\$5,039.13	\$20.25	0.4%	\$5,039.13	\$0.00	
49	EXPENSES	\$1,674.86	\$1,900.00	\$1,900.00	\$0.00	0.0%	\$1,900.00	\$0.00	
50	TOTAL	\$6,485.54	\$6,918.88	\$6,939.13	\$20.25	0.3%	\$6,939.13	\$0.00	0.00%
51	TOWN BUILDINGS								
52	SALARIES	\$84,217.72	\$85,305.63	\$90,555.00	\$5,249.37	6.2%	\$90,555.00	\$0.00	
53	EXPENSES	\$229,370.40	\$205,980.00	\$213,480.00	\$7,500.00	3.6%	\$208,480.00	(\$5,000.00)	
54	TOTAL	\$313,588.12	\$291,285.63	\$304,035.00	\$12,749.37	4.4%	\$299,035.00	(\$5,000.00)	-1.64%

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
55	FINANCE COMMITTEE								
56	SALARIES	\$7,323.54	\$6,100.00	\$6,800.00	\$700.00	11.5%	\$6,800.00	\$0.00	
57	EXPENSES	\$14,368.25	\$17,150.00	\$17,300.00	\$150.00	0.9%	\$17,300.00	\$0.00	
58	TOTAL	\$21,691.79	\$23,250.00	\$24,100.00	\$850.00	3.7%	\$24,100.00	\$0.00	0.00%
59	RESERVE FUND								
60	EXPENSES	\$42,000.00	\$50,000.00	\$50,000.00	\$0.00	0.0%	\$50,000.00	\$0.00	
61	TOTAL	\$42,000.00	\$50,000.00	\$50,000.00	\$0.00	0.0%	\$50,000.00	\$0.00	0.00%
62	GENERAL INSURANCE								
63	EXPENSES	\$505,272.00	\$541,943.64	\$569,040.82	\$27,097.18	5.0%	\$569,040.82	\$0.00	
64	TOTAL	\$505,272.00	\$541,943.64	\$569,040.82	\$27,097.18	5.0%	\$569,040.82	\$0.00	0.00%
65	EMPLOYEE BENEFITS								
66	EXPENSES	\$5,143,037.11	\$5,470,514.11	\$6,026,267.63	\$555,753.52	10.2%	\$6,026,267.63	\$0.00	
67	TOTAL	\$5,143,037.11	\$5,470,514.11	\$6,026,267.63	\$555,753.52	10.2%	\$6,026,267.63	\$0.00	0.00%
68	LINE 1 - GENERAL GOVT	\$7,470,172.73	\$7,914,143.39	\$8,719,318.14	\$805,174.75	10.2%	\$8,715,261.38	(\$4,056.76)	-0.05%
69									
70	PUBLIC SAFETY								
71	POLICE DEPARTMENT								
72	SALARIES	\$1,818,448.41	\$1,974,363.07	\$2,066,738.41	\$92,375.34	4.7%	\$2,020,438.41	(\$46,300.00)	
73	EXPENSES	\$243,401.57	\$238,524.00	\$241,524.00	\$3,000.00	1.3%	\$241,524.00	\$0.00	
74	TOTAL	\$2,061,849.98	\$2,212,887.07	\$2,308,262.41	\$95,375.34	4.3%	\$2,261,962.41	(\$46,300.00)	-2.01%
75	FIRE/RESCUE DEPARTMENT								
76	SALARIES	\$1,498,613.59	\$1,553,165.39	\$1,578,395.50	\$25,230.11	1.6%	\$1,578,395.50	\$0.00	
77	EXPENSES	\$186,568.96	\$216,350.00	\$204,350.00	-\$12,000.00	-5.5%	\$227,350.00	\$23,000.00	
78	TOTAL	\$1,685,182.55	\$1,769,515.39	\$1,782,745.50	\$13,230.11	0.7%	\$1,805,745.50	\$23,000.00	1.29%

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
79	DISPATCH								
80	SALARIES	\$254,952.80	\$277,872.87	\$286,677.68	\$8,804.81	3.2%	\$286,677.68	\$0.00	
81	EXPENSES	\$10,707.00	\$9,250.00	\$9,250.00	\$0.00	0.0%	\$9,250.00	\$0.00	
82	TOTAL	\$265,659.80	\$287,122.87	\$295,927.68	\$8,804.81	3.1%	\$295,927.68	\$0.00	0.00%
83	BUILDING DEPT.								
84	SALARIES	\$242,467.80	\$225,361.21	\$231,648.04	\$6,286.83	2.8%	\$231,648.04	\$0.00	
85	EXPENSES	\$8,395.36	\$8,775.00	\$8,775.00	\$0.00	0.0%	\$8,775.00	\$0.00	
86	TOTAL	\$250,863.16	\$234,136.21	\$240,423.04	\$6,286.83	2.7%	\$240,423.04	\$0.00	0.00%
87	SEALER W&M								
88	SALARIES	\$3,262.92	\$3,183.00	\$3,428.63	\$245.63	7.7%	\$3,428.63	\$0.00	
89	EXPENSES	\$63.07	\$150.00	\$150.00	\$0.00	0.0%	\$150.00	\$0.00	
90	TOTAL	\$3,325.99	\$3,333.00	\$3,578.63	\$245.63	7.4%	\$3,578.63	\$0.00	0.00%
91	EMERG MGMT COMM								
92	SALARIES	\$756.00	\$1,500.00	\$1,537.50	\$37.50	2.5%	\$1,537.50	\$0.00	
93	EXPENSES	\$0.00	\$2,500.00	\$2,500.00	\$0.00	0.0%	\$2,500.00	\$0.00	
94	TOTAL	\$756.00	\$4,000.00	\$4,037.50	\$37.50	0.9%	\$4,037.50	\$0.00	0.00%
95	ANIMAL CONTROL								
96	SALARIES	\$79,824.91	\$83,270.00	\$83,270.00	\$0.00	0.0%	\$83,270.00	\$0.00	
97	EXPENSES	\$10,812.35	\$11,300.00	\$11,300.00	\$0.00	0.0%	\$11,300.00	\$0.00	
98	TOTAL	\$90,637.26	\$94,570.00	\$94,570.00	\$0.00	0.0%	\$94,570.00	\$0.00	0.00%
99	LINE 2 - PUBLIC SAFETY	\$4,358,274.74	\$4,605,564.54	\$4,729,544.76	\$123,980.22	2.7%	\$4,706,244.76	(\$23,300.00)	-0.49%
100									
101									

	A	G	H	I	J	K	L	R	T
1	FY20		FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	ACTUAL		TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
102	EDUCATION								
103	MILLIS SCHOOLS								
104	SALARIES	\$13,355,755.27	\$13,561,535.35	\$14,145,694.94	\$584,159.59	4.3%	\$14,145,694.94	\$0.00	
105	EXPENSES	\$2,377,414.25	\$2,910,995.78	\$3,027,435.61	\$116,439.83	4.0%	\$3,027,435.61	\$0.00	
106	TOTAL	\$15,733,169.52	\$16,472,531.13	\$17,173,130.55	\$700,599.42	4.3%	\$17,173,130.55	\$0.00	
107	LINE 3 - MILLIS SCHOOLS	\$15,733,169.52	\$16,472,531.13	\$17,173,130.55	\$700,599.42	4.3%	\$17,173,130.55	\$0.00	0.00%
108									
109									
110	TRICOUNTY SCHOOL								
111	EXPENSES	\$807,957.00	\$1,049,674.00	\$955,936.00	-\$93,738.00	-8.9%	\$955,936.00	\$0.00	
112	TOTAL	\$807,957.00	\$1,049,674.00	\$955,936.00	-\$93,738.00	-8.9%	\$955,936.00	\$0.00	
113	LINE 4 - TRI-COUNTY	\$807,957.00	\$1,049,674.00	\$955,936.00	-\$93,738.00	-8.9%	\$955,936.00	\$0.00	0.00%
114									
115	PUBLIC WORKS								
116	DPW HIGHWAY								
117	SALARIES	\$249,292.76	\$261,357.45	\$267,658.14	\$6,300.69	2.4%	\$324,659.74	\$57,001.60	
118	EXPENSES	\$400,348.06	\$384,342.00	\$424,421.00	\$40,079.00	10.4%	\$386,771.00	(\$37,650.00)	
119	TOTAL	\$649,640.82	\$645,699.45	\$692,079.14	\$46,379.69	7.2%	\$711,430.74	\$19,351.60	2.80%
120	STREET LIGHTS								
121	EXPENSES	\$37,564.40	\$38,850.00	\$38,850.00	\$0.00	0.0%	\$38,850.00	\$0.00	
122	TOTAL	\$37,564.40	\$38,850.00	\$38,850.00	\$0.00	0.0%	\$38,850.00	\$0.00	0.00%
123	TRANSFER STATION								
124	SALARIES	\$24,530.07	\$27,447.27	\$28,584.82	\$1,137.55	4.1%	\$28,584.82	\$0.00	
125	EXPENSES	\$83,517.20	\$77,662.00	\$88,148.00	\$10,486.00	13.5%	\$88,148.00	\$0.00	
126	TOTAL	\$108,047.27	\$105,109.27	\$116,732.82	\$11,623.55	11.1%	\$116,732.82	\$0.00	0.00%

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
127	SNOW & ICE								
128	SALARIES	\$53,342.69	\$48,000.00	\$48,000.00	\$0.00	0.0%	\$48,000.00	\$0.00	
129	EXPENSES	\$152,440.09	\$170,727.00	\$170,727.00	\$0.00	0.0%	\$170,727.00	\$0.00	
130	TOTAL	\$205,782.78	\$218,727.00	\$218,727.00	\$0.00	0.0%	\$218,727.00	\$0.00	0.00%
131	LINE 5 PUBLIC WORKS	\$1,001,035.27	\$1,008,385.72	\$1,066,388.96	\$58,003.24	5.8%	\$1,085,740.56	\$19,351.60	1.81%
132									
133									
134									
135	HEALTH & HUMAN SERVICES								
136	BOARD OF HEALTH								
137	SALARIES	\$129,283.82	\$136,627.06	\$139,195.00	\$2,567.94	1.9%	\$139,195.00	\$0.00	
138	EXPENSES	\$5,319.09	\$7,215.00	\$7,575.00	\$360.00	5.0%	\$7,575.00	\$0.00	
139	TOTAL	\$134,602.91	\$143,842.06	\$146,770.00	\$2,927.94	2.0%	\$146,770.00	\$0.00	0.00%
140	COUNCIL ON AGING								
141	SALARIES	\$92,268.13	\$114,600.81	\$117,484.49	\$2,883.68	2.5%	\$163,156.87	\$45,672.38	
142	EXPENSES	\$12,262.00	\$8,434.00	\$8,434.00	\$0.00	0.0%	\$11,434.00	\$3,000.00	
143	TOTAL	\$104,530.13	\$123,034.81	\$125,918.49	\$2,883.68	2.3%	\$174,590.87	\$48,672.38	38.65%
144	VETERANS								
145	SALARIES	\$9,630.12	\$11,195.00	\$11,474.88	\$279.88	2.5%	\$18,000.00	\$6,525.12	
146	EXPENSES	\$22,073.97	\$38,700.00	\$48,130.00	\$9,430.00	24.4%	\$48,130.00	\$0.00	
147	TOTAL	\$31,704.09	\$49,895.00	\$59,604.88	\$9,709.88	19.5%	\$66,130.00	\$6,525.12	
148	LINE 6 HLTH/HUMN SERV	\$270,837.13	\$316,771.87	\$332,293.37	\$15,521.50	4.9%	\$387,490.87	\$55,197.50	16.61%
149									

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
150	CULTURE & RECREATION								
151	MEMORIAL DAY								
152	EXPENSES	\$1,797.46	\$1,828.00	\$1,828.00	\$0.00	0.0%	\$1,828.00	\$0.00	
153	TOTAL	\$1,797.46	\$1,828.00	\$1,828.00	\$0.00	0.0%	\$1,828.00	\$0.00	0.00%
154	LEGION								
155	EXPENSES	\$4,053.00	\$4,053.00	\$4,053.00	\$0.00	0.0%	\$4,053.00	\$0.00	
156	TOTAL	\$4,053.00	\$4,053.00	\$4,053.00	\$0.00	0.0%	\$4,053.00	\$0.00	0.00%
157									
158									
159	LIBRARY								
160	SALARIES	\$268,378.02	\$284,618.77	\$294,888.00	\$10,269.23	3.6%	\$296,988.00	\$2,100.00	
161	EXPENSES	\$140,297.14	\$145,750.58	\$152,709.00	\$6,958.42	4.8%	\$152,709.00	\$0.00	
162	TOTAL	\$408,675.16	\$430,369.35	\$447,597.00	\$17,227.65	4.0%	\$449,697.00	\$2,100.00	0.47%
163	RECREATION								
164	SALARIES	\$45,411.18	\$31,303.83	\$32,664.87	\$1,361.04	4.3%	\$66,784.87	\$34,120.00	
165	EXPENSES	\$0.00	\$10,000.00	\$0.00	-\$10,000.00		\$2,000.00	\$2,000.00	
166	TOTAL	\$45,411.18	\$41,303.83	\$32,664.87	-\$8,638.96	-20.9%	\$68,784.87	\$36,120.00	110.58%
167									
168	HISTORICAL								
169	EXPENSES	\$6,432.17	\$6,493.00	\$6,493.00	\$0.00	0.0%	\$6,493.00	\$0.00	
170	TOTAL	\$6,432.17	\$6,493.00	\$6,493.00	\$0.00	0.0%	\$6,493.00	\$0.00	0.00%
171	OAK GROVE FARM COMM								
172	EXPENSES	\$4,809.20	\$5,636.00	\$5,636.00	\$0.00	0.0%	\$5,636.00	\$0.00	
173	TOTAL	\$4,809.20	\$5,636.00	\$5,636.00	\$0.00	0.0%	\$5,636.00	\$0.00	0.00%
174	LINE 7 CULTURE & RECREATION	\$471,178.17	\$489,683.18	\$498,271.87	\$8,588.69	1.8%	\$536,491.87	\$38,220.00	7.67%

	A	G	H	I	J	K	L	R	T
1		FY20	FY21	FY22	FY22 Requests vs FY21Final	%	FY22	FY22 TA vs FY22 Requests	%
2	<i>Department Breakdown</i>	ACTUAL	TM ADOPTED	DEPT REQUESTS	Variance	Var	TA Proposed BUDGET	Variance	Variance
175									
176	DEBT SERVICE								
177	PRINCIPAL	\$2,192,800.50	\$2,210,936.00	\$2,274,052.33	\$63,116.33	2.9%	\$2,274,052.33	\$0.00	
178	INTEREST	\$2,307,682.92	\$1,682,587.38	\$1,548,762.20	-\$133,825.18	-8.0%	\$1,548,762.20	\$0.00	0.00%
179									
180	TOTAL	\$4,500,483.42	\$3,893,523.38	\$3,822,814.53	-\$70,708.85	-1.8%	\$3,822,814.53	\$0.00	
181	LINE 8 DEBT SERVICE	\$4,500,483.42	\$3,893,523.38	\$3,822,814.53	-\$70,708.85	-1.8%	\$3,822,814.53	\$0.00	0.00%
182									
183	TOTAL BUDGET	\$34,613,107.98	\$35,750,277.21	\$37,297,698.18	\$1,547,420.97	4.3%	\$37,383,110.52	\$85,412.34	\$0.00
184									
185									
186	TOTAL BUDGET	\$34,613,107.98	\$35,750,277.21	\$37,297,698.18	\$1,547,420.97	4.3%	\$37,383,110.52	\$85,412.34	0.23%
188	DISCRETIONARY	\$23,656,358.45	\$24,794,622.08	\$25,923,639.20	\$1,129,017.12	4.6%	\$26,009,051.55	\$85,412.34	0.33%
	NON-DISCRETIONARY** Includes General Insurance, Benefits, Tri-County & Debt								
189		\$10,956,749.53	\$10,955,655.13	\$11,374,058.98	\$418,403.85	3.8%	\$11,374,058.98	\$0.00	0.00%
190		\$34,613,107.98	\$35,750,277.21	\$37,297,698.18	\$1,547,420.97	4.3%	\$37,383,110.52	\$85,412.34	0.23%
191									
206									
207	Town Budget		\$8,322,090.95	\$8,750,508.65			\$8,835,920.99		
208	School Budget		\$16,472,531.13	\$17,173,130.55			\$17,173,130.55		
209									
210	Town Budget Increase FY22			\$428,417.70			\$513,830.04		
214									

FY2022 Budget Requests Above Level Service					
Priority	Department	Request	Amount	Benefits	Funding Source
	Fire	Preventative Maintenance Contracts	\$23,000.00	No	Ambulance Revolving Fund
	Fire	Consulting Services	\$5,000.00	No	Ambulance Revolving Fund
	Fire	Additional Medical Supplies	\$5,000.00	No	Ambulance Revolving Fund
		Ambulance Revolving Funded Above Service Level Requests	33,000.00		
	Assessor	iPad and software for data collection and entry	\$22,761.66	No	Capital - Fall TM Nov 21
	Fire	A1 (Ambulance) Replacement (\$350,000)	\$60,000.00	No	Capital - Fall TM Nov 21
	Police	Cruiser Replacement (3 year lease \$51,334.56)	\$17,511.52	No	Capital - Fall TM Nov 21
		Capital Funded Above Service Level Requests	\$100,273.18		
	Conservation Commission	Improvements to Pleasant Meadows Farm & Village Street Conservation Area	\$4,750.00	No	Community Preservation - Fall TM
		Community Preservation Funded Above Service Level Requests	\$4,750.00		
	DPW	Job reclassification Dept Asst III and increase Dept Asst 1 to 19 hours/week	\$6,000.00	No	DPW Budget
		DPW Department Budget Funded Above Service Level Requests	\$6,000.00		
	Capital Planning Committee	Administrative Assistant for Capital Committee	\$3,000.00	No	GF within 4% cap
	Town Clerk	Dog licensing Software	\$4,000.00	No	GF within 4% cap
	IT Administration	IT Specialist 35 hours per week (57% Millis/43% Norfolk)	\$44,400.00	Yes	General Fund/Reimbursement
		General Funded Above Service Level Requests - Within 4% Cap/Reimbursement	\$51,400.00		
MUST FUND	IT Administration	IT Specialist 35 hours per week (57% Millis/43% Norfolk)	\$35,600.00	Yes	General Fund/Reimbursement
1	Veterans	Increase Veteran Services Officer (VSO) Stipend	\$6,525.12	No	General Fund
2	Exec Office - SelectBoard/Town Admin	Department Assistant II increase to 35 hours per week	\$21,339.76	Yes	General Fund
3	Council on Aging	Additional Operational Hours Until 4PM Monday thru Thursday	\$48,672.38	Yes	General Fund
4	DPW	Heavy Equipment Operator (HEO)/Laborer - Salary and Clothing Allowance	\$51,851.60	Yes	General Fund
5	Recreation	Department Assistant 10 hour/week (currently funded by Rec Revolving Fund)	\$11,920.00	Yes	General Fund
		General Funded Above Service Level Requests	\$175,908.86		
	DPW	Road Maintenance Supplies	\$50,000.00	No	General Fund Article
	Tree Warden	Tree Removal & Trimming	\$40,000.00	No	General Fund Article
		General Article Funded Above Service Level Requests	\$90,000.00		
	Exec Office - SelectBoard/Town Admin	Human Resource Administrator - Full Time	\$75,000.00	Yes	Deferred
	Town Clerk	Increase Town Clerk Stipend	\$12,587.00	No	Deferred
		Deferred Above Service Level Requests	\$87,587.00		
		Total Above Service Level Requests	548,919.04		

FY2022 Budget Requests Above Level Service					
Priority	Department	Request	Amount	Benefits	Funding Source
MUST FUND	IT Administration	IT Specialist 35 hours per week (57% Millis/43% Norfolk)	\$35,600.00	Yes	General Fund/Reimbursement
1	Veterans	Increase Veteran Services Officer (VSO) Stipend	\$6,525.12	No	General Fund
2	Exec Office - SelectBoard/Town Admin	Department Assistant II increase to 35 hours per week	\$21,339.76	Yes	General Fund
3	Council on Aging	Additional Operational Hours Until 4PM Monday thru Thursday	\$48,672.38	Yes	General Fund
4	DPW	Heavy Equipment Operator (HEO)/Laborer - Salary and Clothing Allowance	\$51,851.60	Yes	General Fund
5	Recreation	Department Assistant 10 hour/week (currently funded by Rec Revolving Fund)	\$11,920.00	Yes	General Fund
		General Funded Above Service Level Requests	\$175,908.86		
	DPW	Road Maintenance Supplies	\$50,000.00	No	General Fund Article
	Tree Warden	Tree Removal & Trimming	\$40,000.00	No	General Fund Article
		General Article Funded Above Service Level Requests	\$90,000.00		
		Total Above Service Level Requests - Funding Needs	\$265,908.86		



May 1, 2021

**ANNUAL
TOWN MEETING WARRANT**

**TOWN OF MILLIS
COMMONWEALTH OF MASSACHUSETTS**

NORFOLK, SS.

GREETING:

To either of the Constables of the Town of Millis in said county, in the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Millis qualified to vote in elections and in town affairs, to meet on Saturday, the first day of May, AD 2021 at 2:00 p.m. in the Middle-Senior High School parking lot located at 245 Plain Street in said Millis:

**FOR THE BUSINESS MEETING, THEN AND THERE,
TO ACT ON THE FOLLOWING ARTICLES, VIZ**

SPRING 2021 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY21 Additional Wages and Expenses
3. FY22 Operating Budget
4. SEIU #888 & Firefighters Local #4704 Contract Ratifications
5. Sewer Enterprise Fund
6. Water Enterprise Fund
7. Stormwater Enterprise Fund
8. Consent Agenda:
 - Amendments to Personnel Plan
 - Board of Health Appointing Authority
 - Revolving Funds
 - Community Preservation Fund
9. Community Preservation Historic Resource Reserve Fund – Phase II Walling Map Rehab
10. Community Preservation Open Space/Recreation Reserve Fund – MHS Dugout Project
11. Lansing Millis Memorial Building Repair Project
12. Independent Annual Audit
13. FY22 Personal Property Interim Year Inspections (BOA)
14. FY23 Recertification Process (BOA)
15. Capital Items
16. Tree Pruning/Removal
17. Road Maintenance/Repair
18. New Computer Lease – Year One
19. Design/Construction of Drainage Rehab at Village Street and Birch Street
20. 61A Purchase – Braun Property/Village Street
21. Zoning Bylaw Amendment – Performance Based Solar Ordinance
22. Zoning Bylaw Amendment – Parking Dimensions
23. Zoning Bylaw Amendment - Compact Car Parking
24. Zoning Bylaw Amendment – Cannabis Delivery

25. Town Bylaw Addition – Waiver of Town Building Project Permit Fees
26. Authorize the Sale of Town Land – Acorn Street
27. PILOT Agreement – CFB Solar
28. Medicare/Medicaid Reimbursement Services
29. Unemployment Insurance Fund
30. OPEB Fund
31. Stabilization Fund

DRAFT

TOWN OF MILLIS

May 1, 2021 SPRING ANNUAL TOWN MEETING WARRANT

ARTICLE 1. To see if the Town will vote to transfer from available funds or by transfer from the Stabilization Fund, a sum of **\$572.91** to pay the following **unpaid bills** incurred by Town departments from previous fiscal year(s), or take any other action in relation thereto.

Select Board	\$270.00	Mead, Talerman & Costa
Town Clerk	\$79.00	LHS Associates
Town Clerk	\$14.00	Lisa Hardin Re-imburse.-Postage
Town Clerk	\$41.10	Lisa Hardin Re-imburse.-Supplies
IT Administration	<u>\$55.04</u>	CDW-G
Total	\$572.91	

(Submitted by The Select Board)

4/5ths majority

ARTICLE 2. To see if the Town will vote to transfer from available funds, or by transfer from the Stabilization Fund, a sum of money for **additional wages or expenses** not sufficiently funded under Article 4, Operating Budget, of the June 29, 2020 Annual Town Meeting, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 3. To see if the Town will vote to fix the compensation of elected officers, provide for a reserve fund, and determine what sums of money the Town will raise and appropriate, including appropriations from taxation, by transfer from available funds, and/or the Stabilization Fund to **defray charges and expenses to the Town, including debt and interest, and a reserve fund**, for the fiscal year beginning July 1, 2021, or take any other action in relation thereto.

(Submitted by The Select Board)

2/3 majority if stabilization funds used

ARTICLE 4. To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$85,000** to fund the estimated first-year cost items contained in the contracts between the **Town of Millis and SEIU Local 888, and Town of Millis and Professional Firefighters of Millis Local #4704**, both to be effective July 1, 2021, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 5. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the sewer enterprise fund beginning July 1, 2021**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 6. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the water enterprise fund beginning July 1, 2021**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 7. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the stormwater enterprise fund beginning July 1, 2021**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

CONSENT ARTICLE 8. To see if the Town will vote the following consent articles:

1. To see if the Town will vote to adopt **amendments to Schedule A-Salary Plan of the Town of Millis Personnel Plan** effective July 1, 2021, as shown in the FY22 Finance Committee Report, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

- To see if the Town will vote in accordance with M.G.L., Chapter 41, section 4A, and Chapter 268A, to authorize the **Board of Health to appoint any of its members to another town office or position for which it has appointing authority**, for the term provided by law, if any, otherwise for a term not exceeding one year, and fix the salary of such appointee, notwithstanding the provision of M.G.L. Chapter 41, Section 108, or act in any manner in relation thereto.

(Submitted by the Board of Health)

Simple majority

- To see if the Town will vote pursuant to the provisions of M.G.L. Chapter 44, Section 53E½, to establish the following fiscal year spending limit for the Town's established revolving funds for Fiscal year 2022:

AUTHORIZED REVOLVING FUNDS	FISCAL YEAR EXP. LIMIT
Oak Grove Farm Maintenance Fund	\$ 35,000.00
Animal Control Shelter Fund	\$ 3,000.00
Fire Alarm Fund	\$ 10,000.00
Historical Commission Fund	\$ 12,000.00
Ambulance Department Fund	\$ 20,000.00
Council on Aging Transportation Fund	\$ 5,000.00
VMB Custodial/Maintenance Fund	\$ 6,000.00
School Food Service Fund	\$ 360,000.00
School Transportation Fund	\$ 500,000.00
Stormwater Management Fund	\$ 10,000.00
BOH Medical Servs./Vaccination Fund	\$ 20,000.00
BOH Rabies Clinic/Program Fund	\$ 2,500.00
School Athletic Fields Fund	\$ 35,000.00
School Extracurricular Fund	\$ 8,000.00
Library Special Use Fund	\$ 10,000.00
Recreation Fund	\$ 200,000.00
Tobacco Control Program	\$ 1,000.00

(Submitted by The Select Board)

Simple majority

4. To see if the Town will vote to raise and appropriate a sum of money or reserve a sum of money from the **Community Preservation Fund**, for the Historic Resources Reserve, the Community Housing Reserve, the Open Space Reserve, or the Budgeted Reserve from annual revenues in the amounts recommended by the Community Preservation Committee for administrative expenses, community preservation projects and/or other expenses in fiscal year 2022, with each item to be considered a separate appropriation or act in any manner in relation thereto.

Appropriations:

From 2022 estimated revenues for Committee Administrative Expenses	\$12,549.00
(To be divided equally: \$6,274.50 CPC Salary Account: \$6,274.50 CPC Expenses)	
From Undesignated Fund Balance for Long Term Debt- Principal	\$20,000.00
From Undesignated Fund Balance for Long Term Debt- Interest	\$ 9,950.00

Reserves:

From FY2022 estimated revenues for Historic Resources Reserve	\$25,098.00
From FY2022 estimated revenues for Community Housing Reserve	\$25,098.00
From FY2022 estimated revenues for Open Space Reserve	\$25,098.00
From FY2022 estimated revenues for Budgeted Reserve	\$80,000.00

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 9. To see if the Town will vote to appropriate a sum of money from the Community Preservation Historic Resource Reserve Fund for the Preservation & **Rehabilitation of the Henry F. Walling Map Phase II**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 10. To see if the Town will vote to appropriate a sum of money from the Community Preservation Open Space/Recreation Resource Reserve Fund for the **Millis High School Dugout Project**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of **\$363,887 to fund the Lansing Millis Memorial Building Repair Project**, or act in any manner in relation thereto.

(Submitted by Select Board)

2/3 majority if borrowing used

ARTICLE 12. To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$36,750 for an independent audit** of all accounts of all departments of the Town, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 13. To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$20,000 for Fiscal Year 2022 Personal Property interim year inspections and Real Estate interim year revaluations**, or act in any manner relating thereto.

(Submitted by Board of Assessors)

Simple majority

ARTICLE 14. To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$18,000 to conduct the F23 Recertification Process**, or take any other action in relation thereto.

(Submitted by Board of Assessors)

Simple majority

ARTICLE 15. To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$657,131 to fund the following capital items:**

Department	Capital Item	Amount
School	Committed Bus Leases	\$89,999
School	Committed Computer Leases	\$46,600
Police	Committed Police Cruiser Leases	\$34,932
Water EF	D'Angelis Wells PFAS Plant Design Wells Part B	\$200,000
Water EF	Wells 3-6 PFAS Plant Design Part A	\$255,600
Water EF	Water Systems Response Plan	\$30,000
Total		\$657,131

Or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 16. To see if the Town will vote to appropriate and raise by taxation, or transfer from available funds the sum of **\$40,000 for tree trimming and removal**, or take any other action related thereto.

(Submitted by Select Board)

Simple majority

ARTICLE 17. To see if the Town will vote to appropriate and raise by taxation, or transfer from available funds the sum of **\$95,000 for road maintenance and repairs**, or take any other action related thereto.

(Submitted by Select Board)

Simple majority

ARTICLE 18. To see if the Town will vote to raise and appropriate or transfer from available funds, or transfer from the Stabilization fund, or borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of **\$23,300 for a new lease/purchase(s) for computers for the Millis Schools**, or take any other action in relation thereto.

(Submitted by the School Committee) *2/3 majority*

ARTICLE 19. To see if the Town will vote to raise and appropriate or transfer from available funds, or transfer from the Stabilization fund, or borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, the sum of **\$711,728 for the Design and Construction of Drainage Rehab at Village and Birch Street**, or take any other action in relation thereto.

(Submitted by Select Board)

2/3 majority if stabilization funds or borrowing used

ARTICLE 20. To see if the Town will vote to appropriate a sum of money to pay costs of acquiring a parcel of land, including any structures thereon, located at 377 Village Street in Millis, as shown on the Millis Assessors' Map No. 41/003 and consisting of 23.10 acres, more or less, including the payment of all costs incidental and related thereto; to determine whether this appropriation shall be raised by borrowing or otherwise, or to take any other action relative thereto.

(Submitted by Select Board)

2/3 majority

ARTICLE 21. To see if the Town will vote to amend the Zoning Bylaws, as most recently amended, by adding a new section as follows:

1. Amend the definition of "Designated Location" in Section XXI.3 (Definitions):

Designated Location: The location(s) designated herein where Large-Scale Ground-Mounted Solar Photovoltaic Installations with a Rated Nameplate Capacity of 250 kW or more may be sited As-of-Right:

(a) in the I-P and I-P-2 Districts, as shown on the Zoning Map of the Town of Millis, Massachusetts referenced in Section III.C of this Zoning By-Law, or

(b) on any lot or grouping of contiguous lots that

(i) is at least 15 acres in total area and

(ii) consists of land

a. that is primarily and directly used for agricultural purposes as defined in M.G.L. c. 61A, § 1;

b. that is primarily and directly used for horticultural purposes as defined in M.G.L. c. 61A, § 2; or

c. where at least fifty percent (50%) of the total area of the lot or grouping of contiguous lots consists of important farmlands, including without limitation prime farmlands, unique farmland, and additional farmland of statewide importance,

identified by the United States Department of Agriculture Natural Resources Conservation Service pursuant to 7 C.F.R. Part 657.

2. Add a new subsection XXI.9(d) to Section XXI.9 (Dimension and Density Requirements):
9. Dimension and Density Requirements:

The following dimensional and density requirements shall apply to all LGSPI.

Setbacks:

For large-scale ground-mounted solar photovoltaic installations, front, side and rear setbacks shall be as follows:

- (a) Front yard: The front yard depth shall be at least 40 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the front yard shall not be less than 50 feet, and where the lot abuts a Residential District, the front yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.
- (b) Side yard: Each side yard shall have a depth at least 20 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the side yard shall not be less than 50 feet, and where the lot abuts a Residential District, the side yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.
- (c) Rear yard: The rear yard depth shall be at least 30 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the rear yard shall not be less than 50 feet, and where the lot abuts a Residential District, the rear yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.
- (d) Natural sight barriers (which shall include without limitation rivers, upland gradients, and any wetland setbacks required by the Millis Conservation Commission pursuant to applicable law) may be considered by the Planning Board as a basis for reducing the 50' treed buffer requirement of (a), (b) and (c) above.

or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 Majority

ARTICLE 22. To see if the Town will vote to amend the Zoning By-Laws, as most recently amended, by amending the section identified herein as follows:

By amending Section II, Definitions, "Parking Space"

From:

“An off-street space at least 9 ft. in width and 21 ft. in length, having an area of not less than 189 sq. ft., plus access and maneuvering space, whether inside or outside a structure for exclusive use as a parking stall for one motor vehicle.

To:

“An off-street space at least 9 ft. in width and 19 ft. in length, having an area of not less than 171 sq. ft.,” plus access and maneuvering space, whether inside or outside a structure for exclusive use as a parking stall for one motor vehicle.

or to take any other action related thereto.

(Submitted by the Planning Board)

2/3 Majority

ARTICLE 23. To see if the Town will vote to amend the Zoning By-Laws, as most recently amended, by adding the section identified herein as follows:

1) Amend Section VIII. “Off-Street Parking and Loading Regulations”, subsection B “General”, by adding the following language in bold:

6. In order to reduce the overall impervious surface of off-street parking areas, the **Planning Board may allow by Special Permit, the use of parking spaces designed for cars smaller than full size, hereinafter called “compact cars”**, and still count toward the overall number of spaces required, as follows:

- a. The dimensional requirements of compact car parking spaces shall be 8’ x 16’ (128 sq ft).
- b. In parking lots containing more than 20 spaces, up to thirty-three (33%) of parking spaces may be designed for use by compact cars. In parking lots with 20 or fewer parking spaces, spaces designed for use by compact cars are not permitted.
- c. Compact car parking spaces shall be located in one (1) or more contiguous areas and shall not be intermixed with spaces designed for full size cars.
- d. Compact car parking spaces shall be clearly designated by pavement marking and labeled as “Compact Car Parking Only.”
- e. Compact car parking shall be designed as perpendicular or angled parking only. All parallel parking spaces shall be full sized spaces as defined in Section II of this By-Law.
- f. Approval shall be based upon determination by the Planning Board that safety will be adequately protected and that commonly employed engineering and planning standards have been met in full.
- g. For any reduction in total parking area obtained as a result of using compact parking spaces, an equal area of open space shall be provided in addition to the minimum open space required herein.

or to take any other action related thereto.

(Submitted by the Planning Board)

2/3 Majority

ARTICLE 24. To see if the Town will vote to amend the Zoning Bylaw of the Town of Millis by making the following changes thereto, by deleting the word “as” (underlined) and inserting the italicized and emboldened text shown Section XIII, Special Permit Conditions, subsection V., Recreational Marijuana Establishments, 2. General Regulations, as follows:

2. General Regulations: Marijuana Establishments, as defined ***and limited to Marijuana Cultivators, Craft Marijuana Cooperatives, Marijuana Product Manufacturers, Marijuana Microbusinesses, Independent Testing Laboratories, Marijuana Retailers, Marijuana Transporters, Delivery Licensees (including Marijuana Couriers and Marijuana Delivery Operators) Marijuana Research Facilities, but expressly excluding Social Consumption Establishments, as each of those terms are defined*** in G.L. c., 940, § 1, and 935 CMR 500.000, may be permitted in the I-P-2 district pursuant to a Special Permit issued by the Planning Board, subject to the provisions of this Bylaw.

or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 Majority

ARTICLE 25. To see if the Town will vote to add the following language to the end of Section 26 of Article V. of the General Bylaws (Permanent Building Committee):

“All Municipal Inspection Fees related to inspections of Municipal and School Projects which are under the general supervision and review of the Permanent Building Committee shall be waived. However, the actual costs of such inspections (if any) shall be borne by the project.”

or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 26. To see if the Town will vote to authorize the sale by auction or sealed bids of a 0.94 Acre parcel of land off of Acorn Street identified as Parcel ID 0033-0013 on Map 33, Lot 013 Book 4405, Page 585, or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 Majority

ARTICLE 27. To see if the Town will vote to authorize the Select Board to enter into a Payment in Lieu of Taxes Agreement (PILOT) with Solect Energy Development LLC pursuant to the provisions of G.L. c.59, Section 38H(b), or any other enabling authority, for a period of up to 20 years in relation to a 215.67 kW DC, 166.6 kW AC Solar Array to be located on the Clyde F. Brown Elementary School at 7 Park Road, and further to authorize the Select Board to take any actions, and execute any other documents or ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing, and to implement and administer the PILOT agreement, all of which agreements and documents shall be on such terms and conditions and for such consideration as the Select Board deems in the best interests of the Town, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 28. To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of **\$5,000 for Medicare/Medicaid Reimbursement Services**, or take any other action in relation thereto.

(Submitted by the School Committee)

Simple Majority

ARTICLE 29. To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of **\$7,700 for the Unemployment Insurance Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 30. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Other Post-Employment Benefits (OPEB) fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 31. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Stabilization Fund**, or take any other action in relation thereto. (Submitted by the Select Board) *Simple Majority*

And, you are hereby directed to serve this Warrant by posting attested copies hereof fourteen days before time of said meeting as directed by the vote of the Town. Hereof fail not and make due return of this Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this 12th day of April in the year two thousand and twenty-one.

**TOWN OF MILLIS
SELECT BOARD**

James J. McCaffrey, Chair

Peter C. Jurmain, Vice-Chair

Erin T. Underhill, Clerk

A True Copy, Attest

Lisa J. Hardin, Town Clerk

**Helen R. Kubacki, Constable
Town of Millis**

Town of Millis
May 2021 Annual Town Meeting Article List

#	Article	Amount:	Rec:	Funding Source:	FinCom
1	Unpaid Bills	\$572.91			Katie
2	FY21 Additional Wages and Expenses	TBD			Pete
3	FY22 Operating Budget	TBD			Pete
4	SEIU #888 & Firefighters Local #4704 Contract Ratification	\$85,000.00			Jim
5	Sewer Enterprise Fund:	TBD			Pete
6	Water Enterprise Fund:	TBD			Pete
7	Stormwater Enterprise Fund:	TBD			Pete
8	Consent Agenda:				Katie
	Amendments to Personnel Plan - Schedule A Salary		See Addendum		
	Board of Health Appointing Authority		N/A		
	Revolving Funds:				
	Oak Grove Farm Maintenance Fund	\$35,000.00			
	Animal Control Shelter Fund	\$3,000.00			
	Fire Alarm Fund	\$10,000.00			
	Historical Commission Fund	\$12,000.00			
	Ambulance Department Fund	\$20,000.00			
	Council on Aging Transportation Fund	\$5,000.00			
	Veterans Memorial Building Custodial/Maintenance Fund	\$6,000.00			
	School Department Food Service Fund	\$360,000.00			
	School Department Transportation Fund	\$500,000.00			
	Stormwater Management Fund	\$10,000.00			
	Board of Health Medical Services/Vaccinations Fund	\$20,000.00			
	Board of Health Rabies Clinic/Program Fund	\$2,500.00			
	School Athletic Fields Fund	\$35,000.00			
	School Extracurricular Fund	\$8,000.00			
	Library Special Use Fund	\$10,000.00			
	Recreation Fund	\$200,000.00			
	Tobacco Control Program	\$1,000.00			
	Community Preservation Fund:				
	FY22 Administrative Expenses	\$12,549.00		Community Preservation Act	
	Long Term Debt - Principal	\$20,000.00		Community Preservation Act	
	Long Term Debt - Interest	\$9,950.00		Community Preservation Act	
	FY22 Estimated Revenues for Historic Resources Reserve	\$25,098.00		Community Preservation Act	
	FY22 Estimated Revenues for Community Housing Reserve	\$25,098.00		Community Preservation Act	
	FY22 Estimated Revenues for Open Space Reserve	\$25,098.00		Community Preservation Act	
	FY22 Estimated Revenues for Budgeted Reserve	\$80,000.00		Community Preservation Act	
9	Community Preservation Historic Resource Reserve Fund - Phase II Walling Map Rehab	\$1,469.00		CPA Historic Resource Reserves	Craig
10	Community Preservation Open Space/Recreation Reserve Fund - MHS Dugout Project	\$10,300.00		CPA Open Space/Recreation Resource Reserves	Craig
11	Lansing Millis Memorial Building Repair Project	\$363,887.00			Craig
12	Independent Audit	\$36,750.00			Joyce
13	FY22 Personal Property Interim Year Inspections - Board of Assessors	\$20,000.00			Joyce
14	FY23 Recertification Process - Board of Assessors	\$18,000.00			Joyce
15	Capital Items:				Pete
	School Bus Leases	\$89,999.00			
	School Committed Computer Lease	\$46,600.00			
	Police Committed Cruiser Lease	\$34,932.00			
	DPW D'Angelis Wells PFAS Plant Design - Part B	\$200,000.00		Water Enterprise Fund	
	DPW Wells #3 -6 PFAS Plant Design - Part A	\$255,600.00		Water Enterprise Fund	
	DPW Emergency Response Plan	\$30,000.00	\$657,131.00	Water Enterprise Fund	
16	Tree Pruning and Removal	\$40,000.00			Joyce
17	Road Maintenance and Repair	\$95,000.00			Cathy
18	New School Computer Lease - Year 1	\$23,300.00			Jim
19	Design/Construction of Drainage Village Street and Birch Street	\$711,728.00		Stormwater Enterprise Fund	Doug

Town of Millis
May 2021 Annual Town Meeting Article List

<u>#</u>	<u>Article</u>	<u>Amount:</u>	<u>Rec:</u>	<u>Funding Source:</u>	<u>FinCom</u>
20	61A Purchase - Braun Property, 377 Village Street (23.1 Acres)	\$1,000,000.00		Borrowing	Craig
21	Zoning ByLaw Amendment - Performance Based Solar Ordinance	N/A			Doug
22	Zoning ByLaw Amendment - Parking Dimensions	N/A			Doug
23	Zoning ByLaw Amendment - Compact Car Parking	N/A			Doug
24	Zoning ByLaw Amendment - Cannabis Delivery	N/A			Doug
25	Town ByLaw Addition - Waiver of Town Building Project Permit Fees	N/A			Cathy
26	Authorize the Sale of Town Land - Acorn Street	N/A			Jodie
27	PILOT Agreement - Clyde F. Brown Solar				Jodie
28	Medicare/Medicaid Reimbursement Services	\$5,000.00			Katie
29	Unemployment Insurance Fund	\$7,700.00			Jodie
30	OPEB Fund				Jodie
31	Stabilization Fund				Jodie

Free Cash:	\$425,990.34
Appropriated:	
Balance:	\$425,990.34

Finance Committee Meeting

March 17, 2021 7:00 PM EST
Zoom Remote Meeting Platform
Millis, MA 02054

In Attendance:

Pete Berube, Chairman
Craig Schultze, Vice Chairman
Doug Riley, Clerk
Joyce Boiardi
Jim Borgman
Jodie Garzon
Cathy MacInnes
Katie Tieu

Invited Guest:

Michael Guzinski, Town Administrator
Carol Johnston, Finance Director
Chief Barrett, Fire and Rescue
Chief Soffayer, Police and Dispatch
Kim Tolson, Library Director
Rich Nichols, Planning Board Chairman
Peter Jurmain, Select Board Vice Chairman

Pete Berube called the Finance Committee Meeting to order at 7:02 PM.

Emergency Management FY22 Budget Request Discussion:

The town has a Local Emergency Planning Committee that meets periodically to prepare for pandemics, power outages, snow storms and hazards in town. The committee consists of representatives from the Board of Health, Police Department, Department of Public Works, Transportation, Select Board and Town Administration.

Chief Barrett, Emergency Management Director, outlined the budget:

Salaries – Annual Stipend:	\$1,500.00
Expenses – Software Update:	<u>\$2,500.00</u>
Total:	<u>\$4,000.00</u>

Fire and Rescue FY22 Budget Request Discussion:

Chief Barrett outlined the budget:

Salaries:	\$1,578,396.00
Expenses:	<u>\$ 204,350.00</u>
Total:	<u>\$1,782,746.00</u>

Salaries are contractual; the Collective Bargaining Unit is currently in negotiations. In previous Fiscal Years, Medical Control for the Ambulance was provided by Norwood Hospital; Consulting Services \$10,000.00. Since the hospital flooded that service could no longer be provided. The department has since signed on with MetroWest Medical Center, the Consulting Services request for FY22 is \$15,000.00. An additional line item was added to Expenses for FY22, Medical Supplies: \$15,000.00. This amount was previously included in Supplies and Expenses. Separating Medical Supplies from Supplies and Expenses will allow for better tracking of medical supplies used by the department. An additional \$5,000.00 is being requested for Medical Supplies which will eliminate the Oxygen line item. In FY21, Ambulance Fund Revenues funded Uniforms for On-Call Firefighters, \$47,000.00; the FY22 request is reduced to \$25,000.00.

An above level funded request is for Preventative Maintenance Contracts: \$23,000.00. This line item will cover maintenance and inspections of all department apparatus as well as incident reporting software. A large part of this expense covers maintenance and repair of fire trucks by an Emergency Vehicle Technician; the DPW Mechanic is not certified in Emergency Vehicle Repairs.

The last budget report reflected Overtime costs for FY21, \$135,000.00 and Shift Coverage, \$160,000.00, have been expended by 47%. The department has added four Firefighters/Paramedics through a FEMA Grant, however with the added call volume recently, the request for Overtime Salaries for FY22 remain the same as FY21. Twelve Firefighters have tested positive for COVID-19 and a number of the staff have been quarantined over the past year. In general, the staff does respond to calls in full PPE. Jodie Garzon requested the Salaries Budget be reformatted/consolidated in an effort to better understand the overall costs: Shift Coverage, Night Differential, Rescue Wages, Paramedics, etc. Similarly, on Expenses, realizing they are growing more complicated, consolidation would present trends more clearly. It was noted, the town finally funded Clerical Wages for the department in FY21, relieving the Chief of Administrative Duties.

A Capital Item Request for FY22 is the replacement of the 2007 Ambulance. The apparatus is used on secondary calls. State inspection of the apparatus raised several concerns; body and frame rot for example. The total cost is approximately \$350,000.00, which includes a new requirement for a power lifting system. If approved at the May Town Meeting, the department could expect delivery by December, it takes approximately 185 days to build. Ambulance Fund Revenues are increasing; the next ambulance replacement request would be in 2026. If the replacement is not approved, the apparatus would be taken out of service resulting in reduced services to the town as well as loss in Ambulance Fund Revenues. The town's Debt Service from FY21 to FY22 is expected to be reduced by approximately \$100,000.00.

An Ambulance Revolving Fund was established several years ago to offset the cost of ambulance replacements. However, it is no longer a Revolving Fund and has been used to fund other Fire and Rescue Department needs. Revenue projections indicate the 2026 ambulance replacement will be funded by the Ambulance Revenue Fund.

Pete Berube asked the Chief for his overall assessment of the impact of over 55 communities to the department; it has been a direct impact on Emergency Medical Services. The Regency at Glenn Ellen, 100 occupied units, has generated increased emergency medical calls. Acorn Place, 26 units occupied, has as well. The department provides Mutual Aid to Medway which has a number of over 55 communities. Responding to medical emergencies generates revenue for the town. The town is in a good position to handle the emergency call volume with the additions to staff and the second ambulance.

Police and Dispatch FY22 Budget Request Discussion:

Chief Soffayer prefaced the presentation with his gratitude towards his staff during the pandemic. Operational adjustments were made for access to the building however, the department's services were never reduced to the residents of Millis. Twelve Police Officers and Two Dispatchers were diagnosed with COVID-19 in the past year.

Chief Soffayer outlined the Police budget:

Salaries:	\$2,066,738.00
Expenses:	<u>\$ 241,524.00</u>
Total:	<u>\$2,308,262.00</u>

Salaries are contractual. Expenses are level funded with the exception of Maintenance Contracts; increased from \$36,863.00 to \$39,863.00. The increase is due to an increase for the RMS (Record Management System).

Chief Soffayer outlined the Dispatch budget:

Salaries:	\$ 286,678.00
Expenses:	<u>\$ 9,250.00</u>
Total:	<u>\$ 295,928.00</u>

Salaries are contractual and Expenses are level funded.

A Capital Item Request for FY22 is a 2014 Police Cruiser Replacement. In speaking with surrounding towns, most towns include this item in the overall Police Operating Budget. The town implemented a lease program for the department in 2016; replacing four cruisers. The fleet is being circulated on a rotating basis and requires replacement every seven years. Thankfully, Kevin Kandola and Jon Wanders, DPW Mechanics, perform routine maintenance on all Police Vehicles.

- Purchase: \$47,872.84
- Lease – 3 years: \$17,111.52/year Total \$51,334.56 + \$1.00 at the end of the lease to own.

A topic of discussion at Tri-Board Meetings has been the option to include vehicle leases/purchases in Department Operating Budgets; a final decision has not been made.

Marijuana Impact Funds FY22 Request includes:

- School Resource Officer Base Salary: \$94,059.92
- Mandated Officer Training: \$25,000.00
- Contractual Officer Stipends: \$10,800.00

The mandated training is in anticipation of enactment of the Police Reform Bill. The training includes: de-escalation and disengagement, use of physical force, mental wellness and suicide prevention. The department coordinates and shares instructor training costs with Holliston, Sherborn, Ashland and Medfield. The training hours result in overtime pay for the Officers.

Chief Soffayer explained the Quinn Bill is an education incentive Officers can receive after obtaining a College Degree. The incentive is implemented during the second year of employment.

Through grants and asset forfeiture, the department was able to purchase or was awarded the following:

- Bola Wraps: \$ 28,500.00
- Municipal Police Training: \$ 17,695.00
- Technology/Equipment Grant: \$ 34,389.00
- Dispatch Training Grant: \$ 15,652.76
- Traffic Enforcement Grant: \$ 11,990.00
- Bullet Proof Vests Grant: \$ 6,400.00
- Evidence Room Audit: \$ 3,600.00
- Training Simulation Equipment: \$ 21,031.32
- K9 Grant: \$ 27,000.00
- Med Project: \$ 1,400.00
- Patrol Rifle Optics: \$ 4,279.92
- Patrol Rifles: \$ 4,822.90
- Portable Ballistic Shields: \$ 5,928.00
- Emergency Trailer: \$ 6,900.00
- Portable Radios: \$ 12,384.59
- Protech Ballistic Helmets: \$ 3,192.00

Library FY22 Budget Request Discussion:

Kim Tolson presented an overview of the Library's function and redesigning of services during the pandemic. The Library implemented curbside services, adjusted to an increase in digital materials requests, provided safely distanced tables in the courtyard, encouraged Wi-Fi use from the parking lot and provided virtual programs. In addition, the library layout was redesigned to allow for physical/in-person staffing. The Library offered browsing by appointment. Providing safety protocols at the Library was labor intensive for the staff: cleaning, disinfection, and scheduling appointments.

Salaries:	\$294,598.00
Expenses:	<u>\$156,512.00</u>
Total:	<u>\$451,110.00</u>

The FY22 Budget increases include contractual salary obligations, network membership dues, and accreditation materials requirements. Additional increases to restore normal operations include:

- Staff Hours: \$3,599.00
- Building Repairs: \$1,518.00
- Supplies and Expenses: \$ 675.00
- Office Supplies: \$ 600.00

Membership fees, participation in the Minuteman Library Network, and equipment maintenance are based on estimates, Library Materials is based on a percentage, 19% of overall budget, to keep the Library accredited. The Library Director will inquire why there was a 10+% increase in Membership fees and let the committee know at a later date.

After presenting their budget to the Select Board, the Library was encouraged to offer Thursday and Friday evening hours as well as Saturday hours during the summer months. Those additional staffing hours are being requested as Marijuana Impact Fee Requests for FY22.

Form #5, Equipment Detail, outlined the Public Computing Contract, \$2,650.00, Public Printing Services, \$400.00, Plymouth Rocky/Museum Passes, \$1,500.00 and Patron Technology, \$750.00.

Planning Board Warrant Article Discussion:

Rich Nichols presented the Zoning ByLaw Amendment – Parking Dimensions Warrant Article. This article changes the definition of a parking space:

From-

*An off-street space at least nine feet in width and **twenty-one feet in length**, having an area of not less than one hundred eighty-nine square feet, plus access and maneuvering space, whether inside or outside a structure for exclusive use as a parking stall for one motor vehicle.*

To-

*An off-street space at least nine feet in width and **nineteen feet in length**, having an area of not less than one hundred seventy-one square feet, plus access and maneuvering space, whether inside or outside a structure for exclusive use as a parking stall for one motor vehicle.*

This amendment would allow developers to provide parking with less impervious space and more parking spaces. The Planning Board grants a waive for this on a regular basis, therefore, it makes sense to change the Zoning ByLaw. Cathy MacInnes expressed her concerns over shortening the length and will not be voting in favor of this article.

Zoning ByLaw Amendment – Compact Car Parking allows for compact car spaces in areas with more than twenty parking spaces. The dimensions for compact cars would be eight feet in width and sixteen feet in length. Thirty three percent of the parking lot may be designed for compact cars. Some requirements include, angled parking, pavement markings and one designated area for compact cars. Any space savings will require open space. The amendment is only applicable to new development. Rich Nichols will follow up if the amendment is applicable if an existing parking lot is repaved or relined. The amendment's intent is to attract more retail establishments to town.

CARES Act and other Financial Updates:

Carol Johnston emailed a three-tab spreadsheet detailing the town's submissions to the state for CARES Act Expenditures. The total expenditures submitted was \$439,577.00. An additional \$55,275.00 will be submitted. Total available CARES Act funds remaining are \$234,000.00. Those funds will be used to hold the Spring Town Meeting and Vaccination Clinics as well as PPE. The Town Administrator is working with the Board of Health Director to determine the appropriate use of the remaining funds. The deadline for cost incurred was extended to December 31, 2021. It is anticipated additional Federal Funding, \$1,000,000.00, will be received in upcoming months. A review of how those funds can be utilized is underway.

The committee will review the Tree Fund information provided by the Finance Director and will follow up with any inquiries at next week's meeting.

The Sidewalk Fund has a \$50,820.00 balance. Funds were last received in October 2018 and expended in January 2013. Pete Berube will ask the Select Board to consider a Sidewalk Warrant Article, for improvements or expansion, at the upcoming Town Meeting.

Spring 2021 Town Meeting Warrant Article Additions Discussion:

There are no updates on additional Warrant Articles for the May Town Meeting. The Town Administrator's office is working diligently to formulize the Final Warrant. The Select Board will be reviewing and approving the Final Warrant at an upcoming meeting. Some articles will be included in the Capital Items Warrant Article or may be withdrawn from the Warrant.

Craig Schultze made the committee aware the Charter Review Committee will be presenting their recommendations to the Select Board at their upcoming meeting.

Spring 2021 Town Meeting Warrant Article Assignments:

Article #1 Unpaid Bills – Katie Tieu

Article #2 FY21 Additional Wages and Expenses – Pete Berube

Article #3 FY22 Operating Budget – Pete Berube

Article #4 SEIU (Service Employee International Union) #888 Contract Ratification – Jim Borgman

Article #5 Professional Firefighters Local #4704 Contract Ratification – Jim Borgman
Article #6 Sewer Enterprise Fund – Pete Berube
Article #7 Water Enterprise Fund – Pete Berube
Article #8 Stormwater Enterprise Fund – Pete Berube
Article #9 Consent Agenda – Katie Tieu
Article #10 Community Preservation Historic Resource Reserve Fund – Phase II Walling Map Rehab – Craig Schultze
Article #11 Community Preservation Open Space/Recreation Reserve Fund – MHS Dugout Project – Craig Schultze
Article #12 Independent Audit – Joyce Boiardi
Article #13 FY22 Personal Property Interim Inspections – Joyce Boiardi
Article #14 FY23 Recertification Process – Joyce Boiardi
Article #15 Capital Items – Pete Berube
Article #16 Tree Pruning and Removal – Joyce Boiardi
Article #17 Road Maintenance and Repair – Cathy MacInnes
Article #18 Previously Approved School Committed Bus Lease – Jim Borgman
Article #19 Previously Approved School Committed Computer Lease – Jim Borgman
Article #20 New School Computer Lease – Jim Borgman
Article #21 61A Purchase – Braun Property, Village Street – Craig Schultze
Article #22 Street Acceptance Hickory Hills Subdivision – Doug Riley
Article #23 Zoning ByLaw Amendment – Performance Based Solar Ordinance – Doug Riley
Article #24 Zoning ByLaw Amendment – Parking Dimensions – Doug Riley
Article #25 Zoning ByLaw Amendment – Compact Car Parking
Article #26 Zoning ByLaw Amendment – Cannabis Delivery – Doug Riley
Article #27 Town ByLaw Addition – Waiver of Town Building Project Permit Fees – Cathy MacInnes
Article #28 Town ByLaw Amendment – Sewer – Cathy MacInnes
Article #29 Update Emergency Response Plan – Craig Schultze
Article #30 PFAS Treatment Design – Craig Schultze
Article #31 Design/Construction of Drainage Village Street and Birch Street – Doug Riley
Article #32 Authorize the Sale of Town Land – Acorn Street – Jodie Garzon
Article #33 PILOT Agreement – Clyde F. Brown Solar – Jodie Garzon
Article #34 Medicare/Medicaid Reimbursement Services – Katie Tieu
Article #35 Unemployment Insurance Fund – Katie Tieu
Article #36 OPEB Fund – Jodie Garzon
Article #37 Stabilization Fund – Jodie Garzon

Liaison to the Community Preservation Act Committee:

Craig Schultze made a motion to nominate Cathy MacInnes as Finance Committee Liaison to the Community Preservation Act Committee; Katie Tieu seconded. Vote: 8/0 motion carries unanimously.

Finance Committee Operating Policies and Procedures Handbook Review and Discussion:

Pete Berube has reviewed the handbook and relayed his comments/suggestions to Jodie Garzon, the originator of the handbook. The Draft Handbook will be sent to the entire committee to review. A discussion and vote will take place at the Finance Committee Meeting in 2 – 3 weeks.

Old Business/New Business:

Mike Guzinski updated the committee on the PFAS Treatment Design Warrant Article, the town was awarded a grant through the Massachusetts Department of Environmental Protection in the amount of \$197,000.00. The grant will cover design of a treatment facility for Wells #1 & 2.

Cathy MacInnes requested a list of Finance Committee Liaisons to each board and committee.

Finance Committee Meeting Minutes Approval - Postponed

Adjourn Meeting:

Craig Schultze made a motion to adjourn the Finance Committee Meeting at 9:11 PM; Jodie Garzon seconded. Vote: 8/0 motion carries unanimously.

Respectfully submitted,
Deirdre Gilmore

Finance Committee Meeting

March 24, 2021 7:00 PM EST
Zoom Remote Meeting Platform
Millis, MA 02054

In Attendance:

Pete Berube, Chairman
Craig Schultze, Vice Chairman
Doug Riley, Clerk
Joyce Boiardi
Jodie Garzon
Cathy MacInnes
Katie Tieu

Invited Guest:

Michael Guzinski, Town Administrator
Carol Johnston, Finance Director
John Moore, Veterans Services Officer
Kris Fogarty, Recreation Director
Terri Gonsalves, Assistant Assessor
Lisa Hardin, Town Clerk
James McCaffrey, Select Board Chairman

Pete Berube called the Finance Committee Meeting to order at 7:04 PM.

Veterans Services FY22 Budget Request Discussion:

Above Level Service Request – The position of Veterans Services Officer (VSO) initially required a minimum number of hours per week. However, after further research and gathering of information, the position requires more hours to thoroughly complete the task.

John Moore outlined the accomplishments he has made during his time as Veterans Services Officer:

- Enhanced Chapter 115: Bringing Veterans and their families above the poverty level, recouping \$36,000.00 in matched benefits and \$27,900.00 annually in State Funds available.
- Improved the Veterans' Claim Program through Vetra Spec – several Millis Veterans have benefitted from this drastic improvement.
- Veterans Property Tax Abatement and Work Off Program – The program was previously managed by the Council on Aging; under the Veterans Services Officer the program no longer has income or age limits. Additionally, the Brave Act increased the Property Tax Abatement from \$1,000.00 to \$1,500.00.
- COVID-19 Vaccines and Food for Veterans
- Providing DD-214 documentation – certification of Military Time Served

Overall, an improved system for Millis Veterans to access the benefits they deserve.

A summary of surrounding town's staff and weekly VSO hours was provided. Millis' VSO's hours need to be increased. In working with the Town Administrator, it was determined the annual stipend should be increased from \$11,195.00 to \$18,000.00. There are approximately 450 Veterans in Millis, which include two Medal of Honor Winners. An additional request for \$10,000.00, an average of \$1,100.00 monthly per Veteran, is being requested. This ensures funds are available if a Millis Veteran decides to claim his/her benefits. Those funds would be seventy five percent reimbursed by the Federal Government.

The current FY22 Budget:

Salaries:	\$11,195.00
Expenses:	<u>\$48,130.00</u>
Total:	<u>\$59,325.00</u>

The Expense Line Items includes:

- Supplies and Expenses: \$ 850.00
- Veteran Benefits: \$44,280.00
- Veteran Burials: \$ 3,000.00

Doug Riley inquired if all surrounding town's have their own VSO; the answer is no. The Town of Ashland provides VSO services for Holliston and Medway. The services provided are not adequate for Medway and Holliston Veterans. The idea of a primary and dedicated VSO and staff for several towns, funded jointly, is reasonable. Committee members thanked Major Moore for his service and dedication in helping fellow Veterans receive benefits.

Recreation FY22 Budget Request Discussion:

Kris Fogarty thanked the committee for recommending an additional \$10,000.00 at the November 2020 Town Meeting and outlined the Recreation Department's function and accomplishments over the past year. Highlights include a successful Inclusive Summer Camp Program, funded by a \$10,000.00 grant. The department is seeking to expand this program to include more participants. The Pickleball Courts were completed which enabled the department to rejuvenate their Pickleball Program. Overall programming was hampered by the COVID-19 pandemic, however the department, working in conjunction with the Council on Aging and Fire Department, provided a Sunshine Club, a Pen Pal Program and Santa in a Snow Globe event. The department hosted "E-Games" including tournaments; the program was successful. Several other programs were offered which kept the community engaged while adhering to social distancing protocols. One of the department's goals is to complete construction of the basketball courts; a donation from a resident will be used for this project. The department would also like to construct a storage shed.

Above Level Service request for FY22 is to add an additional line item in the Operating Budget to include the 10 hour per week Department Assistant I, \$11,920.00. When the position was added, the salary for the position was paid from the Revolving Fund. The individual has since secured twenty hours per week in the Town Clerk's Office; this individual qualifies for healthcare benefits. The Revolving Fund, which was changed in 2018, requires benefits to be a paid from the Revolving Fund which has impacted the fund by \$5,334.39; 1/3 of healthcare costs. As part of the Operating Budget, salaries and healthcare costs for the Department Assistant would be paid by the town's General Fund. This step would bring the department closer to being funded fully through the General Fund. One half of the Director's Salary, \$32,665.00, is paid by the General Fund the other half, \$32,665.00, is paid by the Revolving Fund.

The department is requesting Marijuana Impact Funds for FY22 to include:

- Inclusive Camp Staff: \$ 7,200.00
 - Camp Director - \$25.00/hour \$1,600.00
 - Lead Counselor - \$20.00/hour \$1,280.00
 - (5) Camp Counselors - \$13.50/hour \$4,320.00
- Teen Program Coordinator: \$15,000.00
 - Oversees special programs and events and works with the DARE Officer to implement specific programs for teens: 15 hours - \$19.00/hour
- Inclusive Camp Meals and Tips: \$ 500.00
- Inclusive Camp Supplies and Equipment: \$ 1,500.00
- Total: \$24,200.00

Pete Berube agreed, the Teen Program Coordinator is an ideal request for use of Marijuana Impact Funds.

Carol Johnston expanded on the benefits funding of the Recreation Department Staff by the Revolving Fund. The Revolving Fund is 53 ½ E; any salaries drawn from the fund require the proportional benefits (1/3 for the Department Assistant and ½ for the Director) to be paid by the fund. Unfortunately, in the last eighteen months, the Revolving Fund has not had the ability to pay for the staff's benefits; the General Fund has picked up the cost. The Department Assistant's hours, due to lack of funds in the Recreation Revolving Fund, were shifted temporarily to the Town Clerk's Office in preparation of the Presidential Election.

Mike Guzinski clarified the policy the town has in funding the Recreation Department is being discussed by the Select Board; a determination has not been made. The broader question is determining the town's policy if the General Fund should absorb 100% of the Recreation Department's Salaries and benefits.

Craig Schultze recalled discussions to have the Recreation Department fully funded by the General Fund, similar to other departments, and eliminate the Revolving Fund; all fees from programs would be deposited into the General Fund. At the time, there was resistance from the Recreation Committee to eliminate the Revolving Fund.

Finance Director and Accounting Department FY22 Budget Request Discussion:

Carol Johnston outlined the FY22 Budget:

Salaries:	\$264,304.00
Expenses:	\$ 6,538.00
Total:	<u>\$270,842.00</u>

The salaries are contractual. The difference between FY20 and FY21 reflect the decrease in certain staff hours of 10% starting July 1, 2020. The hours were reinstated as of December 1, 2020 after approval at the November Town Meeting. The SEIU contract, which includes the Town Accountant and Department Assistant III, is under negotiations; the salaries include step increases only. Expenses are level funded.

The department has finalized the MUNIS Chart of Accounts and implemented a Purchase Order System with the School Department. An Employee Self Service System has been rolled out to the Municipal Departments. Information available under this system includes: Time Off Balances and Payroll Information for example. This system will be rolled out to the School Department by July 1, 2021.

Treasurer Department FY22 Budget Request Discussion:

Salaries:	\$230,797.00
Expenses:	\$ 41,090.00
Total:	<u>\$271,887.00</u>

Similar to the above, the salaries are contractual and reduced hours for certain employees in this department were reinstated in December 2020. Expenses are level funded.

IT Administration FY22 Budget Request Discussion:

Salaries:	\$ 80,000.00
Expenses:	\$255,045.00
Total:	<u>\$335,045.00</u>

An IT Specialist was funded at the November Town Meeting. The town is currently in negotiations with the Town of Norfolk to fund this position, Millis 57% and Norfolk 43% of the \$80,000.00 Those funds will be reimbursed by Norfolk to Millis through Local Receipts, similar to the Animal Control Officer agreement with the Town of Medway.

Increases in Expenses include: Software Maintenance \$15,078.00 and Annual License Fees \$21,957.00. The School Department will gradually contribute to some of the IT costs.

Town Clerk, Elections and Registrars FY22 Budget Request and Discussion:

Lisa Hardin outlined the Town Clerk's functions, accomplishments and FY22 Budget Request.

Town Clerk:

Salaries:	\$113,830.00
Expenses:	\$ 7,450.00
Total:	<u>\$121,280.00</u>

The Salaries request includes contractual obligations and an increase from \$12,413.00 to \$25,000.00 annually for the Town Clerk. Expenses remain level funded. For several years, the Town Clerk has requested an increase to the annual stipend. This would allow more hours to perform Department Head responsibilities. The current staff is performing the daily functions of the department well. The Town Clerk would like more time to preserve town historical record.

In 2019, the town hired a consulting firm, Community Paradigm, to conduct a review of the Town Clerk's Office and Staffing. The results of that study found the office is sufficiently staffed. The full report is available on the town's website:

https://www.millisma.gov/sites/g/files/vyhlf901f/uploads/town_clerk_office_organizational_assessment_2019.pdf

The position is currently an Elected Position, there have been discussions among the Select Board and Charter Review Committee to change the position to an Appointed Position; allowing for increased

accountability to the Town Administrator. Jim McCaffrey clarified at the time of the study; the Select Board was not ready to move the position from Elected to Appointed.

Above Level Service Requests include:

- Dog Licensing Software and Annual Service Contract: \$4,000.00
 - Initial Start-up Costs: \$2,000.00
 - Migration Fee (\$.15/dog) \$ 200.00
 - Annual Service Contract: \$1,800.00
- Increase Town Clerk Stipend: \$12,587.00

The dog licensing software would allow residents to process their pet's license online and would alleviate staff time manually processing the licenses. The Animal Control Officer is in favor of implementing this new process.

Elections:

Salaries: \$ 15,814.00
Expenses: \$ 12,350.00
Total: \$ 28,164.00

The Town Clerk asked if perhaps an Election Stipend for the Town Clerk could be considered.

Registrars:

Salaries: \$ 1,280.00
Expenses: \$ 4,060.00
Total: \$ 5,340.00

Assessors FY22 Budget Request Discussion:

Terri Gonsalves outlined the FY22 Budget:

Salaries: \$134,159.00
Expenses: \$ 9,736.00
Total: \$ 143,895.00

Salaries are contractual. Expenses include increases to Supplies and Expenses: \$100.00, Dues and Subscriptions: \$25.00 and Meetings: \$200.00.

The department is requesting the purchase of an iPad and software for data collection: \$18,595.00 as well as annual maintenance of the software: \$4,166.66. The programming would begin in October 2021. Terri Gonsalves will follow up with clarification of the Maintenance Agreement Terms and Conditions.

The Board of Assessors submitted two Warrant Articles for the May Town Meeting:

- FY22 Personal Property Interim Year Inspections: \$20,000.00
- FY23 Recertification Process (Begins January 2022): \$18,000.00
Total: \$38,000.00

Spring 2021 Town Meeting Warrant Additional Article Discussion:

Mike Guzinski summarized the changes to the Draft Warrant:

- Street Acceptance – Hickory Hills Subdivision and Town ByLaw Amendment – Sewer Warrant Articles have been removed from the Warrant.
- Capital Items Article – some of the typical recurring articles will be rolled into this article.
- The Select Board are considering if the Tree Pruning and Removal and Road Maintenance and Repair Article will remain as Warrant Articles or be included in the DPW Operating Budget.
- The Select Board has added a Warrant Article: Establish Lansing Millis Memorial Stabilization Fund, \$363,887.00; the Community Preservation Act Committee will discuss this article at their upcoming meeting.
- Authorize the Sale of Town Owned Land, Acorn Street – the Select Board are still considering this article. It is a small land locked parcel on Acorn Street. The Parcel # was not readily available. Jim McCaffrey clarified it is adjacent to the Hickory Hills Subdivision, built by Bob Fox.

Approve Bills Payable: Postmaster – Postage for the Finance Committee Report:

Jodie Garzon made a motion to approve payment to the Millis Postmaster in the amount of \$681.22 for postage to deliver the Finance Committee Report to all residents; Joyce Boiardi seconded. Vote: 7/0 motion carries unanimously.

Old Business/New Business:

Jodie Garzon asked the committee to review the Finance Committee Policies and Procedures Handbook and convey any comments, additions or suggestions to her for revision. Pete Berube's intent is to review the handbook at an upcoming meeting and take an official vote on it.

Jim McCaffrey suggested the committee expand the press run of the Finance Committee Report, 500 copies, for distribution at Town Meeting. The additional cost could be covered by the CARES Act. Pete Berube noted the request and the committee will consider it if their budget allows.

The Annual Spring Town Meeting will be held on Saturday, May 1, 2021 at noon, the designated location is the Middle/High School Parking Lot located at 245 Plain Street.

Adjourn Meeting:

Craig Schultze made a motion to adjourn the Finance Committee Meeting at 9:06 PM; Jodie Garzon seconded. Vote: 7/0 motion carries unanimously.

Respectfully submitted,
Deirdre Gilmore