

NEW BUSINESS
10/17/16

*Town o Middleborough
Department of Veterans' Services
20 Centre Street, Third Floor
Middleborough, Massachusetts 02346-2252*

MEMORANDUM

To: Board of Selectmen
Middleborough, MA 02346

From: Paul J. Provencher
Veterans' Services Officer

Subject: Permission for selected activities on and around Veterans' Day 2016

Date: October 11, 2016

The theme for Veterans' Day 2016 will be to honor retiring Middleborough Veterans' Services Office, Paul Provencher.

The Middleboro Veterans' Council requests your permission for the following 5 items:

1. A parade permit for the Middleboro Veterans' Council to hold their annual Veterans' Day Parade on Friday the 11th of November 2016. It will step off from the Middleboro Town Hall parking lot at 10:00pm sharp. Parade participants will be asked to begin forming up at 9:30pm so that Bob Lessard, our parade coordinator and his assistants, can put together the order of march. Upon the completion of the parade at or about 11:00pm we will be holding the annual Veterans' Day Services in the Middleborough Town Hall Auditorium.

I would like to invite all the Selectmen and the town manager to participate in any or all of the Veterans' Day events. If any of you are interested in making a short speech at the ceremony please let me know as soon as possible so we can schedule it into the program.

The parade route for this year will be the same as over the past several years. It is as follows:

Leaving the Middleboro Town Hall parking lot by taking a right on to Union St.

Turning right on to Nickerson Ave.

Crossing South Main St. on to Webster St.

Left on to Clifford St.

Left on to Wareham St. up Centre St. to Everett Square

Left on to High St.

Left on to Pearl St.

Right on to Centre St.

Right on to South Main St.

Right on to the walkway into the Middleborough Veterans' Memorial Park

2. The Middleborough Veterans' Council would like to request the use of the Middleborough Town Hall auditorium on Veterans' Day to have Veterans' Day ceremony and military memorabilia display. We would like to set up the room late in the day on Thursday the 10th of November 2016 if at all possible. Paul Provencher will be the POC for the council to get the key, open, and secure the building.
3. The Middleborough Veterans' Council would like permission to place a sign on the Middleborough Town Hall lawn and at the intersection of routes 105 & 28 about 2 weeks prior to Veterans' Day. These signs would show the relevant information on the Veterans' Day events for this year.
4. Simeon L. Nickerson Post 64 of the American Legion would like to request a poppy permit so they can hold their annual poppy drive running from Tuesday November 8th 2016 through Saturday November 12th 2016.

Job Posting

Veterans Agent

The Town of Middleborough is seeking qualified candidates for the position of Veteran's Agent to carry out the duties of the Town's Department of Veteran's Services. Duties include assisting and advising veterans and their dependents in applying for financial aid and acting as liaison with various Local, State and Federal governmental agencies including helping them complete any applications or other forms.

Must be a honorably discharged veteran as defined by MGL Chapter 4 section 7, clause 43. Requires through knowledge of State and Federal laws relative to the veterans programs. An Associate's Degree or a certification as a Veteran's Agent is required and at least three years' supervisory experience.

Resumes and proof of military service should be sent to: Town Manager Robert G. Nunes at rnunes@middleborough.com by the close of business on October 31st .

The Town of Middleborough is an Equal Opportunity Employer.

VETERANS AGENT

Definition

Responsible for administrative, clerical and social work in directing and coordinating the operations of veteran's services; all other work as required.

Supervision

Works under the policy direction of the Board of Selectmen and day to day with the Town Manager.

Work is accomplished in accordance with Massachusetts General Laws, and rules and regulations of the United States Veterans' Administration.

Performs varied and responsible duties ranging in nature from routine to complex, requiring strict adherence to State and Federal laws; administers benefits and other assistance services to veterans and their dependents.

Job Environment

Work is performed under typical office conditions with limited staffing.

Makes constant contacts requiring patience, tact and discretion with veterans and their dependents. Makes frequent contacts with social service agencies, State and Federal agencies, civic groups and various Town departments concerning services to veterans and reporting of activities and transactions.

Errors in judgment could result in financial hardship and reduced standards of service to the Town's veterans. Errors could result in monetary loss to the Town, due to insufficient reimbursements.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Administers various veterans' benefits programs available to veterans and their dependents, including pensions, compensation, hospitalization, housing education, burial and other benefits available under the Massachusetts General Laws and through federal Veterans' Administration programs.

Processes applications for veterans' benefits through State and Federal means; interviews applicants for eligibility; investigates the necessities and qualifications of claimants; prepares weekly payroll for recipients.

Prepares applicant reimbursement reports and submits them to applicable State agencies; ensures that applications and reports conform to State regulations; prepares and submits monthly payroll summary to State agencies.

Provides counseling to veterans and their dependents; refers veterans to appropriate agencies or service providers; assists veterans by providing informational material and advice concerning assistance and benefit opportunities; assists veterans in completing necessary applications and other forms, and in acquiring documentation needed to prove eligibility. Performs similar or related work as required or as situation dictates.

Works with Town Veteran's organizations in organizing Veteran's ceremonies and parades

Recommended Minimum Qualifications

Education and Experience

Must be a veteran as defined by MGL Chapter 4 section 7, clause 43. Requires thorough knowledge of State and Federal laws relative to the veterans programs.

An Associate's Degree or a certification as a Veteran's Agent is required and at least three years' supervisory experience.

Work experience with MS Office and other computer software applications.

Basic knowledge of budgeting.

Must comply with 108 CMR 14.00 Certification of Veteran's Agent

Special Requirement

Must be an honorably discharged veteran.

Knowledge, Ability and Skill

Knowledge. Thorough knowledge of State and Federal laws pertaining to veterans and their dependents, specifically Massachusetts State Laws, Chapter 115 and its amendments as well as 108 CMR. Working knowledge of the methods and principles of veterans' benefits, assistance, case work, administration, and available resources.

Ability. Ability to establish effective working relationships with applicants, recipients, local officials, other agencies and the general public. Ability to treat individuals with dignity, fairness, sensitivity, and compassion. Ability to communicate effectively both orally and in writing.

Skill. Good organizational and supervisory skills.

PILOT AGREEMENT(S)

1ST Agreement

PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement ("*Agreement*") is made as of October 17, 2016 (the "*Effective Date*"), by and between EarthCleanSyn II, LLC a Massachusetts limited liability company (the "*Developer*") with an address of 250 W 57th Street, Suite 701, New York, NY 10107 and the Town of Middleborough, Massachusetts, acting by and through its Board of Selectmen (the "*Town*") with an address of Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346. The Developer and the Town may be collectively referred to herein as the "Parties" and individually as a "Party".

WITNESETH

WHEREAS, the Developer plans to construct, own and operate a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 530 kW (DC) (the "*Project*") on real property owned by the Developer which real property is identified by the Town as Assessor's Map 58H, Lot 3245, Site 1, shown in Exhibit B attached hereto ("*Project Site Plan*") and Exhibit C attached hereto ("*Description of Premises*") and is more particularly described in that certain Deed recorded in the Plymouth County Registry of Deeds in Book 47026, Page 339 (the "*Premises*").

WHEREAS, the Parties agree that they need an accurate projection of their respective expenses and revenues with respect to the personal property which is taxable under law and believe it is in their mutual best interests to enter into this Agreement to establish and stabilize the payments that will be made with respect to all taxable personal property that constitutes or is incorporated within the Premises and the Project, in accordance with M.G.L. c. 59, § 38H(b), as amended (the "*PILOT Statute*"); and

WHEREAS, the payments to be made hereunder in lieu of personal property taxes over the Term (as defined below) of this Agreement are expected at inception to be the equivalent of the personal property tax payments that would otherwise be required under M.G.L. c. 59 based upon the full and fair cash valuation of the Premises and the Project; and

WHEREAS, the Developer is a generation company or wholesale generation company, as such terms are defined in M.G.L. c. 164, § 1, or otherwise an eligible counterparty under the PILOT Statute; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations; and

WHEREAS, in consideration of the recitals set forth above, the Town has been authorized by its Town Meeting and Board of Selectmen to enter into this Agreement with Developer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the first day of the Town's fiscal year following the date that the Project begins Commercial Operations (the "*Completion Date*") and continue through the last day of the Town's twentieth (20th) fiscal

year following the Completion Date (the “*Term*”). The term “Commercial Operations” as used herein means that the Project is ready for regular, daily operation, has been interconnected to the system of the local electric distribution company (“*LDC*”), has been accepted by the LDC (to the extent required), and is capable of producing electricity. Written notice shall be sent by the Developer to the Town identifying the Completion Date. The notice shall be sent no later than ten (10) days after the Completion Date. Such notice shall specify the nameplate capacity (expressed in Megawatts (MWs) AC) of the Project and the corresponding annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs)).

2. PILOT Payments. Subject to the terms and conditions hereof, throughout the Term, the Developer shall make annual payments to the Town in lieu of all personal property taxes that would otherwise be assessed by the Town against the Project and the Premises in accordance with the schedule of payments shown in Exhibit A attached hereto (“*PILOT Payments*”). Each PILOT Payment to be paid by the Developer to the Town hereunder will be noted on an annual bill to be issued by the Town to the Developer no later than thirty (30) days prior to the commencement of each fiscal year during the Term. The Developer will pay the Town each PILOT Payment within thirty (30) days of its receipt of a bill for such PILOT Payment. Late payments shall be subject to interest at the rate of fourteen (14%) percent per annum, commencing on the issue date of the bill.

3. No Further Taxes. No personal property taxes will be due or assessed with regard to the Project or the Premises during the Term and while the Agreement is in effect. The Town shall be entitled to assess real estate taxes on the owner of the Premises during the Term.

4. Project Additions or Deletions. If during the Term, the Developer makes any capital improvements to the Project, or adds additional personal property to the Project, or retires or removes any personal property from the Project, then the remaining PILOT Payments due hereunder will be adjusted proportionately in the manner set forth in Section 5 below. Notwithstanding the foregoing, no increase in PILOT Payments or any personal property taxes or assessments will be due or required for (i) replacement of personal property or equipment or machinery that is non-functional, obsolete or is replaced due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, (ii) the addition or installation of equipment or other property that is otherwise exempt from taxation by applicable laws or regulations in effect from time to time, (iii) the installation of equipment required by or in response to any statute, law, regulation, consent decree, or judicial or administrative order, or (iv) any addition of personal property to the Project that does not add value to the Project.

5. Adjustment Calculation. Subject to Section 4, if, on or after the Completion Date, Developer:

(a) makes capital improvements to the Project or adds new personal property or equipment to the Project that in either instance increases the nameplate capacity (expressed in Megawatts (MWs) DC) of the Project, the remaining annual PILOT payments under this Agreement will be increased by an amount equal to the product of (1) the positive difference between the additional estimated annual electricity production of the Project caused by such capital improvement (expressed in Megawatt hours (MWhs)) and the annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs)) reported to the Town pursuant to Section 1 on or about the

Completion Date and (2) \$8.00. Developer shall provide a detailed report to the Town within thirty (30) days after completion of any such capital improvement which shall identify the capital improvements made to the Project; the additional estimated annual electricity production of the Project (expressed in MWhs) and the amount of additional PILOT payments due in accordance with this Section 5(a) or

(b) retires or removes property from the Project, the remaining annual PILOT payments under this Agreement will be decreased by an amount equal to the product of (1) the positive difference between the annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs) reported to the Town pursuant to Section 1 on or about the Completion Date and the reduced estimated annual electricity production of the Project caused by such retirement or removal (expressed in Megawatt hours (MWhs)) and (2) \$8.00. Developer shall provide a detailed report to the Town within thirty (30) days after completion of any such retirement or removal which shall identify the retirement or removal made to the Project; the reduction in estimated annual electricity production of the Project (expressed in MWhs) and the amount of reduction in PILOT payments due in accordance with this Section 5(b).

6. Force Majeure. The Parties recognize the possibility that at some point during the Term all or a portion of the Project or Premises may be partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events:

- (a) Acts of God including floods, winds, storms, earthquake, fire or other Natural calamity;
- (b) Acts of war or other civil insurrection or terrorism; or
- (c) Taking by eminent domain by any governmental entity of all or a portion of the Project or Premises.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable ("**Damaged**") but the Lease is not terminated, then for the period of time following the event of Force Majeure during which the Project is so Damaged, the PILOT Payments will be eliminated if the Project is wholly damaged or destroyed, or if the Project is partially damaged or destroyed, PILOT Payments shall be reduced proportionately to reflect any related decrease in the nameplate capacity (AC) of the Project. In addition and without limiting the foregoing, if an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Project that renders the Project unusable for the customary purpose of the production of electricity for a period of more than thirty (30) consecutive calendar days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town in writing of its termination of this Agreement and the Project and Premises will for all fiscal years after the fiscal year in which the termination of Agreement occurs be assessed and taxed by the Town as though this Agreement does not exist.

7. Binding Effect; Termination. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Developer as owner of the Project and tenant under the Lease and the provisions of this Agreement will run with the Project and the Premises during the Term. Notwithstanding the foregoing or any other provision contained herein to the contrary, the Developer or its successors and assigns may terminate this Agreement in the event that (i) the Lease is terminated at any time or (ii) the Project ceases commercial operation and is decommissioned. Upon termination of this Agreement for any reason, the Project and Premises will for all fiscal years after the fiscal year in which the termination of the Agreement occurred, be assessed and taxed as though this Agreement does not exist.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and the Premises, to the extent that such value is determinable as of the date of this Agreement in accordance with the PILOT Statute. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project and the Premises that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project and the Premises.

9. Recording. A notice of this Agreement will be recorded in the Plymouth County Registry of Deeds promptly following its execution.

10. Compliance with PILOT Statute. The Town shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute.

11. Invalidity. If, for any reason, it is ever determined by the Massachusetts Appellate Tax Board or by any other court of competent jurisdiction that any material provision of this Agreement is unlawful, invalid or unenforceable then the Parties shall undertake good faith efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable.

12. Notices. All notices given hereunder shall be given in writing to the Parties at their respective addresses set forth above and shall be deemed given when delivered, if personally delivered, or upon the third day after deposit with the United States Postal Service, if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or upon the day following deposit with a nationally recognized overnight courier, if sent overnight by such courier. Either Party may change the address to which future notices should be sent hereunder by providing written notice of such change of address to the other Party in accordance with the notice provisions of this paragraph.

13. Representations and Warranties; Miscellaneous. Each Party represents and warrants to the other that it has the power to enter into this Agreement, that the execution, delivery and performance of this Agreement by such Party has been duly authorized and that this Agreement is a legal, valid and binding obligation of such Party enforceable in accordance with its terms. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof. The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret the substantive provisions of this Agreement. This Agreement shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof. This Agreement contains the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements between the Parties concerning such subject matter, whether written or oral. This Agreement 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 and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.

14. Default. Notwithstanding anything in the contrary in this Agreement, the Town may terminate this Agreement upon and effective after ten (10) business days' written notice to the Developer if:

- (a) The Tenant fails to make timely payment required under this Agreement, which failure is not cured within thirty (30) days following notice of such failure delivered by Town to Tenant;
- (b) The Tenant has filed, or has had filed against it, a petition in bankruptcy, or is otherwise insolvent;
- (c) The Tenant otherwise materially breaches this Agreement, which breach is not cured within thirty (30) days following notice of such failure delivered by Town to Tenant, provided that the Town may still terminate this Agreement if Tenant so breaches more than three times in any given fiscal year irrespective of whether Tenant cures each such breach.

15. Change of Law. The Parties recognize that at the time of signing of this Agreement there is uncertainty in the law regarding the level and applicability of property taxes with respect to renewable energy generating facilities. The Parties agree that if the Massachusetts legislature subsequently enacts a law establishing a fixed level of payments to be made in lieu of property taxes that would apply to the Developer and the Project in the absence of this Agreement, then the new law shall not supersede this Agreement unless required by law. If, for any reason, including a change in applicable law not referenced herein, a personal property tax is imposed on the Project or the Premises as a result of the Project, in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement shall be decreased on an annual basis by the amount of the personal property taxes actually paid to the Town for each year.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the Effective Date.

EARTHCLEANSYN II, LLC

By: Syncarpha Management, LLC, its Manager

By: _____
Clifford W. Chapman
Managing Manager

**TOWN OF MIDDLEBOROUGH, MASSACHUSETTS
BY ITS BOARD OF SELECTMEN**

Approved as to Form:

Daniel F. Murray

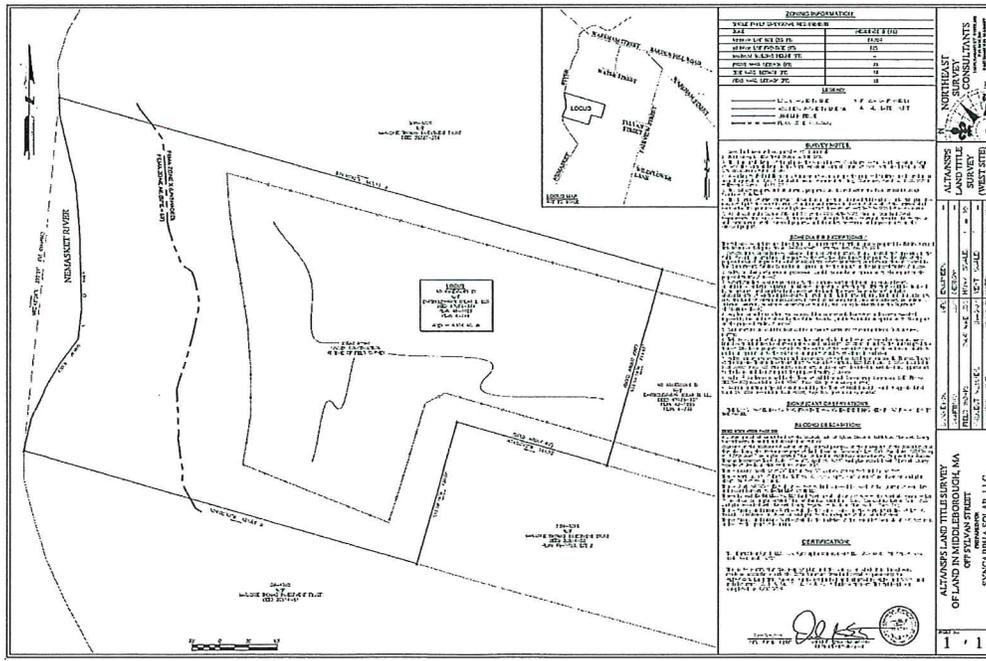
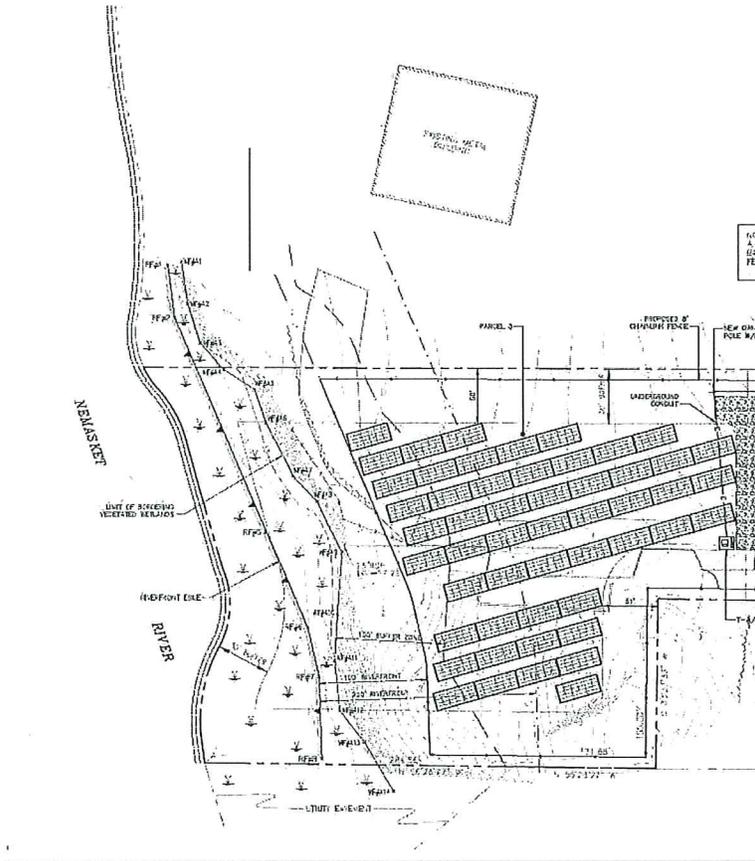
Town Counsel

Exhibit A
(Schedule of PILOT Payments)
SYLVAN STREET – SITE 1

	FISCAL	PILOT
	YEAR	Liability
1	2018	7,950
2	2019	8,069
3	2020	8,190
4	2021	8,313
5	2022	8,438
6	2023	8,564
7	2024	8,693
8	2025	8,823
9	2026	8,956
10	2027	9,090
11	2028	9,226
12	2029	9,365
13	2030	9,505
14	2031	9,648
15	2032	9,792
16	2033	9,939
17	2034	10,088
18	2035	10,240
19	2036	10,393
20	2037	10,549
	Est. Total	183,831

EXHIBIT B

PROJECT SITE PLAN



PROPOSED BUILDING	
TYPE OF STRUCTURE	RESIDENTIAL
SIZE	1,200 SQ. FT.
NUMBER OF UNITS	1
NUMBER OF FLOORS	1
NUMBER OF BATHS	1
NUMBER OF BEDS	1
NUMBER OF GARAGES	0
NUMBER OF DRIVEWAYS	0
NUMBER OF PATIOS	0
NUMBER OF DECKS	0
NUMBER OF PORCHES	0
NUMBER OF STAIRS	0
NUMBER OF ELEVATORS	0
NUMBER OF STAIRWELLS	0
NUMBER OF HALLWAYS	0
NUMBER OF CLOSETS	0
NUMBER OF BATHS	0
NUMBER OF BEDS	0
NUMBER OF GARAGES	0
NUMBER OF DRIVEWAYS	0
NUMBER OF PATIOS	0
NUMBER OF DECKS	0
NUMBER OF PORCHES	0
NUMBER OF STAIRS	0
NUMBER OF ELEVATORS	0
NUMBER OF STAIRWELLS	0
NUMBER OF HALLWAYS	0
NUMBER OF CLOSETS	0

EXHIBIT C

DESCRIPTION OF PREMISES

A certain parcel of vacant land off the Westerly side of Sylvan Street in Middleboro Plymouth County Massachusetts bounded and described as follows:

Beginning at the Westernmost comer of the granted premises at the mid-point of the Nemasket River, that also being the Westernmost point of land shown as "Assessor's Lot 3245, Parcel #4, 190,638 sq. ft. 4.3764 Acres' on a plan entitled "Plan of Land in Middleboro Massachusetts, Prepared for Marjorie Thomas Investment Trust, Scale: 1" = 80'. April 15, 2005" said plan recorded with Plymouth County Registry of Deeds in Plan Book 49, Page 1023;

Thence running South 56°26'27" East in two (2) courses 284.86 feet and 131.68 feet;

Thence North 33°33'33" East, by "LOT No. 2, 71,112 sq.ft., 1.6325 Acres" as shown on said plan, about 155 feet to a corner;

Thence South 56°26'27" East about 80 feet to land conveyed by Deed of this grantor of even date and record herewith to EARTHCLEANSYN III LLC;

Thence by said EARTHCLEANSYN, LLC land Northeasterly about 220 feet to the Northerly corner of Lot 75 as shown on a plan entitled 'Plan of Fairview, Middleboro, Mass. Surveyed by Luther Dean, 1890', said plan recorded with Plymouth County Registry of Deeds in Plan Book 4 Page 740;

Thence turning and running Northwesterly by the same course as the Northeasterly line of Lots 72 through 75 inclusive, as shown on said plan to the mid-point of the Nemasket River;

Thence turning and running Southwesterly by the mid-line of the Nemasket River about 400 feet more or less, to the point of beginning

PILOT AGREEMENT(S)

2nd Agreement

PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement ("**Agreement**") is made as of October 17, 2016 (the "**Effective Date**"), by and between EarthCleanSyn III, LLC a Massachusetts limited liability company (the "**Developer**") with an address of 250 W 57th Street, Suite 701, New York, NY 10107 and the Town of Middleborough, Massachusetts, acting by and through its Board of Selectmen (the "**Town**") with an address of Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346. The Developer and the Town may be collectively referred to herein as the "Parties" and individually as a "Party".

WITNESETH

WHEREAS, the Developer plans to construct, own and operate a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 504 kW (DC) (the "**Project**") on real property owned by the Developer which real property is identified by the Town as Assessor's Map 059, Lot 2577, Site 2, shown in Exhibit B attached hereto ("**Project Site Plan**") and Exhibit C attached hereto ("**Description of Premises**") and is more particularly described in that certain Deed recorded in the Plymouth County Registry of Deeds in Book 47026, Page 337 (the "**Premises**").

WHEREAS, the Parties agree that they need an accurate projection of their respective expenses and revenues with respect to the personal property which is taxable under law and believe it is in their mutual best interests to enter into this Agreement to establish and stabilize the payments that will be made with respect to all taxable personal property that constitutes or is incorporated within the Premises and the Project, in accordance with M.G.L. c. 59, § 38H(b), as amended (the "**PILOT Statute**"); and

WHEREAS, the payments to be made hereunder in lieu of personal property taxes over the Term (as defined below) of this Agreement are expected at inception to be the equivalent of the personal property tax payments that would otherwise be required under M.G.L. c. 59 based upon the full and fair cash valuation of the Premises and the Project; and

WHEREAS, the Developer is a generation company or wholesale generation company, as such terms are defined in M.G.L. c. 164, § 1, or otherwise an eligible counterparty under the PILOT Statute; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations; and

WHEREAS, in consideration of the recitals set forth above, the Town has been authorized by its Town Meeting and Board of Selectmen to enter into this Agreement with Developer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the first day of the Town's fiscal year following the date that the Project begins Commercial Operations (the "**Completion Date**") and continue through the last day of the Town's twentieth (20th) fiscal

year following the Completion Date (the “*Term*”). The term “Commercial Operations” as used herein means that the Project is ready for regular, daily operation, has been interconnected to the system of the local electric distribution company (“*LDC*”), has been accepted by the LDC (to the extent required), and is capable of producing electricity. Written notice shall be sent by the Developer to the Town identifying the Completion Date. The notice shall be sent no later than ten (10) days after the Completion Date. Such notice shall specify the nameplate capacity (expressed in Megawatts (MWs) AC) of the Project and the corresponding annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs)).

2. PILOT Payments. Subject to the terms and conditions hereof, throughout the Term, the Developer shall make annual payments to the Town in lieu of all personal property taxes that would otherwise be assessed by the Town against the Project and the Premises in accordance with the schedule of payments shown in Exhibit A attached hereto (“*PILOT Payments*”). Each PILOT Payment to be paid by the Developer to the Town hereunder will be noted on an annual bill to be issued by the Town to the Developer no later than thirty (30) days prior to the commencement of each fiscal year during the Term. The Developer will pay the Town each PILOT Payment within thirty (30) days of its receipt of a bill for such PILOT Payment. Late payments shall be subject to interest at the rate of fourteen (14%) percent per annum, commencing on the issue date of the bill.

3. No Further Taxes. No personal property taxes will be due or assessed with regard to the Project or the Premises during the Term and while the Agreement is in effect. The Town shall be entitled to assess real estate taxes on the owner of the Premises during the Term.

4. Project Additions or Deletions. If during the Term, the Developer makes any capital improvements to the Project, or adds additional personal property to the Project, or retires or removes any personal property from the Project, then the remaining PILOT Payments due hereunder will be adjusted proportionately in the manner set forth in Section 5 below. Notwithstanding the foregoing, no increase in PILOT Payments or any personal property taxes or assessments will be due or required for (i) replacement of personal property or equipment or machinery that is non-functional, obsolete or is replaced due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, (ii) the addition or installation of equipment or other property that is otherwise exempt from taxation by applicable laws or regulations in effect from time to time, (iii) the installation of equipment required by or in response to any statute, law, regulation, consent decree, or judicial or administrative order, or (iv) any addition of personal property to the Project that does not add value to the Project.

5. Adjustment Calculation. Subject to Section 4, if, on or after the Completion Date, Developer:

- (a) makes capital improvements to the Project or adds new personal property or equipment to the Project that in either instance increases the nameplate capacity (expressed in Megawatts (MWs) DC) of the Project, the remaining annual PILOT payments under this Agreement will be increased by an amount equal to the product of (1) the positive difference between the additional estimated annual electricity production of the Project caused by such capital improvement (expressed in Megawatt hours (MWhs)) and the annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs)) reported to the Town pursuant to Section 1 on or about the

Completion Date and (2) \$8.00. Developer shall provide a detailed report to the Town within thirty (30) days after completion of any such capital improvement which shall identify the capital improvements made to the Project; the additional estimated annual electricity production of the Project (expressed in MWhs) and the amount of additional PILOT payments due in accordance with this Section 5(a) or

(b) retires or removes property from the Project, the remaining annual PILOT payments under this Agreement will be decreased by an amount equal to the product of (1) the positive difference between the annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs) reported to the Town pursuant to Section 1 on or about the Completion Date and the reduced estimated annual electricity production of the Project caused by such retirement or removal (expressed in Megawatt hours (MWhs)) and (2) \$8.00. Developer shall provide a detailed report to the Town within thirty (30) days after completion of any such retirement or removal which shall identify the retirement or removal made to the Project; the reduction in estimated annual electricity production of the Project (expressed in MWhs) and the amount of reduction in PILOT payments due in accordance with this Section 5(b).

6. Force Majeure. The Parties recognize the possibility that at some point during the Term all or a portion of the Project or Premises may be partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events:

- (a) Acts of God including floods, winds, storms, earthquake, fire or other Natural calamity;
- (b) Acts of war or other civil insurrection or terrorism; or
- (c) Taking by eminent domain by any governmental entity of all or a portion of the Project or Premises.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable ("**Damaged**") but the Lease is not terminated, then for the period of time following the event of Force Majeure during which the Project is so Damaged, the PILOT Payments will be eliminated if the Project is wholly damaged or destroyed, or if the Project is partially damaged or destroyed, PILOT Payments shall be reduced proportionately to reflect any related decrease in the nameplate capacity (AC) of the Project. In addition and without limiting the foregoing, if an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Project that renders the Project unusable for the customary purpose of the production of electricity for a period of more than thirty (30) consecutive calendar days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town in writing of its termination of this Agreement and the Project and Premises will for all fiscal years after the fiscal year in which the termination of Agreement occurs be assessed and taxed by the Town as though this Agreement does not exist.

7. Binding Effect; Termination. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Developer as owner of the Project and tenant under the Lease and the provisions of this Agreement will run with the Project and the Premises during the Term. Notwithstanding the foregoing or any other provision contained herein to the contrary, the Developer or its successors and assigns may terminate this Agreement in the event that (i) the Lease is terminated at any time or (ii) the Project ceases commercial operation and is decommissioned. Upon termination of this Agreement for any reason, the Project and Premises will for all fiscal years after the fiscal year in which the termination of the Agreement occurred, be assessed and taxed as though this Agreement does not exist.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and the Premises, to the extent that such value is determinable as of the date of this Agreement in accordance with the PILOT Statute. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project and the Premises that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project and the Premises.

9. Recording. A notice of this Agreement will be recorded in the Plymouth County Registry of Deeds promptly following its execution.

10. Compliance with PILOT Statute. The Town shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute.

11. Invalidity. If, for any reason, it is ever determined by the Massachusetts Appellate Tax Board or by any other court of competent jurisdiction that any material provision of this Agreement is unlawful, invalid or unenforceable then the Parties shall undertake good faith efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable.

12. Notices. All notices given hereunder shall be given in writing to the Parties at their respective addresses set forth above and shall be deemed given when delivered, if personally delivered, or upon the third day after deposit with the United States Postal Service, if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or upon the day following deposit with a nationally recognized overnight courier, if sent overnight by such courier. Either Party may change the address to which future notices should be sent hereunder by providing written notice of such change of address to the other Party in accordance with the notice provisions of this paragraph.

13. Representations and Warranties; Miscellaneous. Each Party represents and warrants to the other that it has the power to enter into this Agreement, that the execution, delivery and performance of this Agreement by such Party has been duly authorized and that this Agreement is a legal, valid and binding obligation of such Party enforceable in accordance with its terms. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof. The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret the substantive provisions of this Agreement. This Agreement shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof. This Agreement contains the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements between the Parties concerning such subject matter, whether written or oral. This Agreement 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 and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.

14. Default. Notwithstanding anything in the contrary in this Agreement, the Town may terminate this Agreement upon and effective after ten (10) business days' written notice to the Developer if:

- (a) The Tenant fails to make timely payment required under this Agreement, which failure is not cured within thirty (30) days following notice of such failure delivered by Town to Tenant;
- (b) The Tenant has filed, or has had filed against it, a petition in bankruptcy, or is otherwise insolvent;
- (c) The Tenant otherwise materially breaches this Agreement, which breach is not cured within thirty (30) days following notice of such failure delivered by Town to Tenant, provided that the Town may still terminate this Agreement if Tenant so breaches more than three times in any given fiscal year irrespective of whether Tenant cures each such breach.

15. Change of Law. The Parties recognize that at the time of signing of this Agreement there is uncertainty in the law regarding the level and applicability of property taxes with respect to renewable energy generating facilities. The Parties agree that if the Massachusetts legislature subsequently enacts a law establishing a fixed level of payments to be made in lieu of property taxes that would apply to the Developer and the Project in the absence of this Agreement, then the new law shall not supersede this Agreement unless required by law. If, for any reason, including a change in applicable law not referenced herein, a personal property tax is imposed on the Project or the Premises as a result of the Project, in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement shall be decreased on an annual basis by the amount of the personal property taxes actually paid to the Town for each year.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the Effective Date.

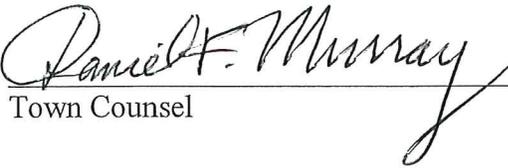
EARTHCLEANSYN III, LLC

By: Syncarpha Management, LLC, its Manager

By: _____
Clifford W. Chapman
Managing Manager

**TOWN OF MIDDLEBOROUGH, MASSACHUSETTS
BY ITS BOARD OF SELECTMEN**

Approved as to Form:



Town Counsel

Exhibit A
(Schedule of PILOT Payments)

SYLVAN STREET – SITE 2

	FISCAL	PILOT
	YEAR	Liability
1	2018	7,500
2	2019	7,658
3	2020	7,773
4	2021	7,890
5	2022	8,008
6	2023	8,128
7	2024	8,250
8	2025	5,374
9	2026	8,499
10	2027	8,627
11	2028	8,756
12	2029	8,888
13	2030	9,021
14	2031	9,156
15	2032	9,294
16	2033	9,433
17	2034	9,574
18	2035	9,718
19	2036	9,864
20	2037	10,012
	Est. Total	171,423

EXHIBIT C

DESCRIPTION OF PREMISES

A certain parcel of vacant land off the Westerly side of Sylvan Street in Middleboro, Plymouth County, Massachusetts, bounded and described as follows: Beginning at the Southernmost comer of the granted premises, that also being the Southernmost point of land shown as "Assessor's Map 59 Lot 3312, Parcel #2, 28,125 sq. ft., 0.6457 Acres" on a plan entitled "Plan of Land in Middleboro, Massachusetts, Prepared for Marjorie Thomas Investment Trust, Scale: 1' = 80' April 15, 2005 ", said plan recorded with Plymouth County Registry of Deeds in Plan Book 49, Page 1023;

Thence running North 33°33'33" East, 375 feet by land of "Owner Unknown", "Sylvan (40 FT. R.O.W.) Street (as constructed)", and "n/f Tammy L. Horsman' , all as shown on said plan, to a comer at land now or formerly of Robert Rubeski according to said plan;

Thence turning and running North 56°12'08" West 83.94 feet to a stone bound;

Thence turning and running Southwesterly about 15 feet to a corner;

Thence turning and running Northwesterly about 65 feet to a point at the Northeasterly corner of land shown as Lot 72 on a plan entitled "Plan of Fairview Middleboro, Mass. Surveyed by Luther Dean 1890' , said plan recorded with Plymouth County Registry of Deeds in Plan Book 4, Page 749;

Thence, continuing Northwesterly by the Southeasterly line of Lots 72 through 75, inclusive, as shown on said plan, 300 feet to the Northeasterly corner of said Lot 75;

Thence turning and running Southwesterly by the Northwesterly side line of said Lot 75, 133.65 feet;

Thence continuing on said course Southwesterly about 375 feet, more or less, to the land now or fo1merly of Marjorie L. Thomas, Trustee as shown on said plan;

Thence turning and running South 57°11'05" East about 385.03 feet;

Thence South 58°21'00 East 150.00 feet to the point of beginning.

Excepting therefrom. however. so much of the land therein described as is shown as 'LOT No. 2, 71,112 sq.ft., 1.6325 Acres" on the plan hereinbefore mentioned recorded with said Plymouth Deeds in Plan Book 49 Page 1023.

PILOT AGREEMENT(S)

3rd Agreement

PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement (“*Agreement*”) is made as of October 17, 2016 (the “*Effective Date*”), by and between EarthCleanSyn I, LLC a Massachusetts limited liability company (the “*Developer*”) with an address of 250 W 57th Street, Suite 701, New York, NY 10107 and the Town of Middleborough, Massachusetts, acting by and through its Board of Selectmen (the “*Town*”) with an address of Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346. The Developer and the Town may be collectively referred to herein as the “*Parties*” and individually as a “*Party*”.

WITNESETH

WHEREAS, the Developer plans to construct, own and operate a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 646 kW (DC) (the “*Project*”) on real property leased by the Developer under the terms of a lease, dated as of May 12, 2016 by and between Howard Alanson Anderson, Et al, as landlord, and the Developer, as tenant, a notice of which is recorded in the Plymouth County Registry of Deeds in Book 47546, Page 306 (the “*Lease*”), which real property is a portion of the property identified by the Town as Assessor’s Map 004, Lot 3037, shown in Exhibit B attached hereto (“*Project Site Plan*”) and Exhibit C attached hereto (“*Description of Premises*”) and is more particularly described in the Lease (the “*Premises*”).

WHEREAS, the Parties agree that they need an accurate projection of their respective expenses and revenues with respect to the personal property which is taxable under law and believe it is in their mutual best interests to enter into this Agreement to establish and stabilize the payments that will be made with respect to all taxable personal property that constitutes or is incorporated within the Premises and the Project, in accordance with M.G.L. c. 59, § 38H(b), as amended (the “*PILOT Statute*”); and

WHEREAS, the payments to be made hereunder in lieu of personal property taxes over the Term (as defined below) of this Agreement are expected at inception to be the equivalent of the personal property tax payments that would otherwise be required under M.G.L. c. 59 based upon the full and fair cash valuation of the Premises and the Project; and

WHEREAS, the Developer is a generation company or wholesale generation company, as such terms are defined in M.G.L. c. 164, § 1, or otherwise an eligible counterparty under the PILOT Statute; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations; and

WHEREAS, in consideration of the recitals set forth above, the Town has been authorized by its Town Meeting and Board of Selectmen to enter into this Agreement with Developer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the first day of the Town’s fiscal year following the date that the Project begins Commercial Operations (the

“**Completion Date**”) and continue through the last day of the Town’s twentieth (20th) fiscal year following the Completion Date (the “**Term**”). The term “Commercial Operations” as used herein means that the Project is ready for regular, daily operation, has been interconnected to the system of the local electric distribution company (“**LDC**”), has been accepted by the LDC (to the extent required), and is capable of producing electricity. Written notice shall be sent by the Developer to the Town identifying the Completion Date. The notice shall be sent no later than ten (10) days after the Completion Date. Such notice shall specify the nameplate capacity (expressed in Megawatts (MWs) AC) of the Project and the corresponding annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs)).

2. PILOT Payments. Subject to the terms and conditions hereof, throughout the Term, the Developer shall make annual payments to the Town in lieu of all personal property taxes that would otherwise be assessed by the Town against the Project and the Premises in accordance with the schedule of payments shown in Exhibit A attached hereto (“**PILOT Payments**”). Each PILOT Payment to be paid by the Developer to the Town hereunder will be noted on an annual bill to be issued by the Town to the Developer no later than thirty (30) days prior to the commencement of each fiscal year during the Term. The Developer will pay the Town each PILOT Payment within thirty (30) days of its receipt of a bill for such PILOT Payment. Late payments shall be subject to interest at the rate of fourteen (14%) percent per annum, commencing on the issue date of the bill.

3. No Further Taxes. No personal property taxes will be due or assessed with regard to the Project or the Premises during the Term and while the Agreement is in effect. The Town shall be entitled to assess real estate taxes on the owner of the Premises during the Term.

4. Project Additions or Deletions. If during the Term, the Developer makes any capital improvements to the Project, or adds additional personal property to the Project, or retires or removes any personal property from the Project, then the remaining PILOT Payments due hereunder will be adjusted proportionately in the manner set forth in Section 5 below. Notwithstanding the foregoing, no increase in PILOT Payments or any personal property taxes or assessments will be due or required for (i) replacement of personal property or equipment or machinery that is non-functional, obsolete or is replaced due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, (ii) the addition or installation of equipment or other property that is otherwise exempt from taxation by applicable laws or regulations in effect from time to time, (iii) the installation of equipment required by or in response to any statute, law, regulation, consent decree, or judicial or administrative order, or (iv) any addition of personal property to the Project that does not add value to the Project.

5. Adjustment Calculation. Subject to Section 4, if, on or after the Completion Date, Developer:

- (a) makes capital improvements to the Project or adds new personal property or equipment to the Project that in either instance increases the nameplate capacity (expressed in Megawatts (MWs) DC) of the Project, the remaining annual PILOT payments under this Agreement will be increased by an amount equal to the product of (1) the positive difference between the additional estimated annual electricity production of the Project caused by such capital improvement (expressed in Megawatt hours (MWhs)) and the annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs)) reported to the Town pursuant to Section 1 on or about the

Completion Date and (2) \$8.00. Developer shall provide a detailed report to the Town within thirty (30) days after completion of any such capital improvement which shall identify the capital improvements made to the Project; the additional estimated annual electricity production of the Project (expressed in MWhs) and the amount of additional PILOT payments due in accordance with this Section 5(a) or

(b) retires or removes property from the Project, the remaining annual PILOT payments under this Agreement will be decreased by an amount equal to the product of (1) the positive difference between the annual anticipated electricity production of the Project (expressed in Megawatt hours (MWhs) reported to the Town pursuant to Section 1 on or about the Completion Date and the reduced estimated annual electricity production of the Project caused by such retirement or removal (expressed in Megawatt hours (MWhs)) and (2) \$8.00]. Developer shall provide a detailed report to the Town within thirty (30) days after completion of any such retirement or removal which shall identify the retirement or removal made to the Project; the reduction in estimated annual electricity production of the Project (expressed in MWhs) and the amount of reduction in PILOT payments due in accordance with this Section 5(b)

6. Force Majeure. The Parties recognize the possibility that at some point during the Term all or a portion of the Project or Premises may be partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events:

- (a) Acts of God including floods, winds, storms, earthquake, fire or other Natural calamity;
- (b) Acts of war or other civil insurrection or terrorism; or
- (c) Taking by eminent domain by any governmental entity of all or a portion of the Project or Premises.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable ("**Damaged**") but the Lease is not terminated, then for the period of time following the event of Force Majeure during which the Project is so Damaged, the PILOT Payments will be eliminated if the Project is wholly damaged or destroyed, or if the Project is partially damaged or destroyed, PILOT Payments shall be reduced proportionately to reflect any related decrease in the nameplate capacity (AC) of the Project. In addition and without limiting the foregoing, if an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Project that renders the Project unusable for the customary purpose of the production of electricity for a period of more than thirty (30) consecutive calendar days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town in writing of its termination of this Agreement and the Project and Premises will for all fiscal years after the fiscal year in which the termination of Agreement occurs be assessed and taxed by the Town as though this Agreement does not exist.

7. Binding Effect; Termination. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Developer as owner of the Project and tenant

under the Lease and the provisions of this Agreement will run with the Project and the Premises during the Term. Notwithstanding the foregoing or any other provision contained herein to the contrary, the Developer or its successors and assigns may terminate this Agreement in the event that (i) the Lease is terminated at any time or (ii) the Project ceases commercial operation and is decommissioned. Upon termination of this Agreement for any reason, the Project and Premises will for all fiscal years after the fiscal year in which the termination of the Agreement occurred, be assessed and taxed as though this Agreement does not exist.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and the Premises, to the extent that such value is determinable as of the date of this Agreement in accordance with the PILOT Statute. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project and the Premises that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project and the Premises.

9. Recording. A notice of this Agreement will be recorded in the Plymouth County Registry of Deeds promptly following its execution.

10. Compliance with PILOT Statute. The Town shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute.

11. Invalidity. If, for any reason, it is ever determined by the Massachusetts Appellate Tax Board or by any other court of competent jurisdiction that any material provision of this Agreement is unlawful, invalid or unenforceable then the Parties shall undertake good faith efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable.

12. Notices. All notices given hereunder shall be given in writing to the Parties at their respective addresses set forth above and shall be deemed given when delivered, if personally delivered, or upon the third day after deposit with the United States Postal Service, if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or upon the day following deposit with a nationally recognized overnight courier, if sent overnight by such courier. Either Party may change the address to which future notices should be sent hereunder by providing written notice of such change of address to the other Party in accordance with the notice provisions of this paragraph.

13. Representations and Warranties; Miscellaneous. Each Party represents and warrants to the other that it has the power to enter into this Agreement, that the execution,

delivery and performance of this Agreement by such Party has been duly authorized and that this Agreement is a legal, valid and binding obligation of such Party enforceable in accordance with its terms. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof. The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret the substantive provisions of this Agreement. This Agreement shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof. This Agreement contains the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements between the Parties concerning such subject matter, whether written or oral. This Agreement 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 and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.

14. Default. Notwithstanding anything in the contrary in this Agreement, the Town may terminate this Agreement upon and effective after ten (10) business days' written notice to the Developer if:

- (a) The Tenant fails to make timely payment required under this Agreement, which failure is not cured within thirty (30) days following notice of such failure delivered by Town to Tenant;
- (b) The Tenant has filed, or has had filed against it, a petition in bankruptcy, or is otherwise insolvent;
- (c) The Tenant otherwise materially breaches this Agreement, which breach is not cured within thirty (30) days following notice of such failure delivered by Town to Tenant, provided that the Town may still terminate this Agreement if Tenant so breaches more than three times in any given fiscal year irrespective of whether Tenant cures each such breach.

15. Change of Law. The Parties recognize that at the time of signing of this Agreement there is uncertainty in the law regarding the level and applicability of property taxes with respect to renewable energy generating facilities. The Parties agree that if the Massachusetts legislature subsequently enacts a law establishing a fixed level of payments to be made in lieu of property taxes that would apply to the Developer and the Project in the absence of this Agreement, then the new law shall not supersede this Agreement unless required by law. If, for any reason, including a change in applicable law not referenced herein, a personal property tax is imposed on the Project or the Premises as a result of the Project, in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement shall be decreased on an annual basis by the amount of the personal property taxes actually paid to the Town for each year.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the Effective Date.

EARTHCLEANSYN I, LLC

By: Syncarpha Management, LLC, its Manager

By: _____
Clifford W. Chapman
Managing Manager

**TOWN OF MIDDLEBOROUGH, MASSACHUSETTS
BY ITS BOARD OF SELECTMEN**

Approved as to Form:

Daniel F. Murray

Town Counsel

Exhibit A

(Schedule of PILOT Payments)

RIVER STREET

	FISCAL	PILOT
	YEAR	Liability
1	2018	\$9,750
2	2019	\$9,896
3	2020	\$10,045
4	2021	\$10,195
5	2022	\$10,348
6	2023	\$10,504
7	2024	\$10,661
8	2025	\$10,821
9	2026	\$10,983
10	2027	\$11,148
11	2028	\$11,315
12	2029	\$11,485
13	2030	\$11,657
14	2031	\$11,832
15	2032	\$12,010
16	2033	\$12,190
17	2034	\$12,373
18	2035	\$12,558
19	2036	\$12,747
20	2037	\$12,938
	Est. Total	\$225,456

EXHIBIT B

PROJECT SITE PLAN

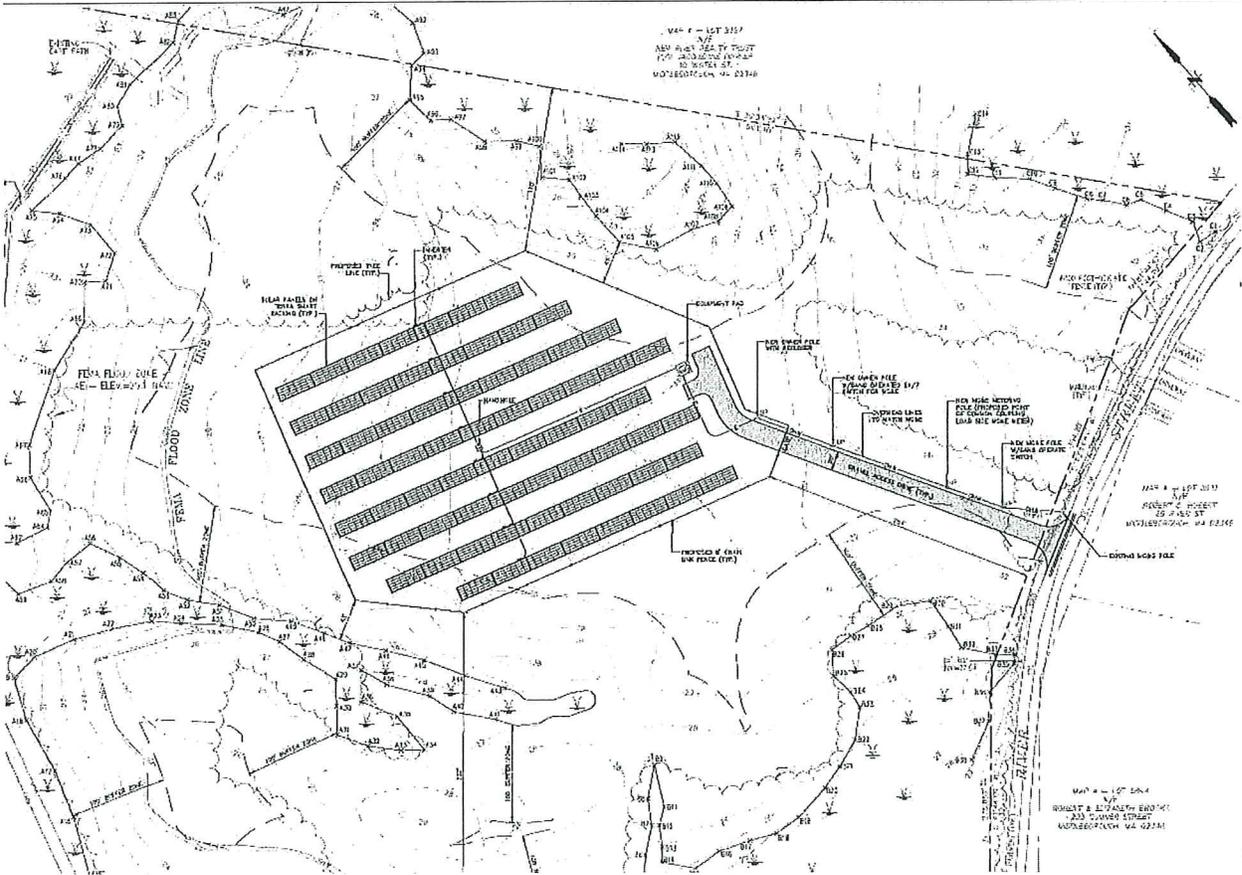


EXHIBIT C

RIVER STREET, MIDDLEBOROUGH, MA
DESCRIPTION OF LEASED PREMISES

A certain leased premises, being in the Town of Middleborough, MA, lying North of River Street, and being more particularly described as follows:

Beginning at the easternmost point of the leased premises herein described, said Point lies S 87°03'40"W a distance of 503.15' from a drill hole in a concrete bound Found on the northerly line of River Street, thence;

S 47°38'33" W a distance of 30.28' to a point, thence;

S 66°42'34" W a distance of 33.81' to a point, thence;

N 89°12'07" W a distance of 339.78' to a point, thence;

N 59°38'34" W a distance of 111.03' to a point, thence;

N 00°51'12" E a distance of 256.67' to a point, thence;

S 89°21'24" E a distance of 304.21' to a point, thence;

S 42°16'58" E a distance of 209.83' to a point, thence;

S 04°07'15" E a distance of 88.52' to a point, thence;

S 42°17'14" E a distance of 49.70' to the point of beginning;

Having an area of 127,952 square feet or 2.937 acres, more or less.

Being a portion of the property identified on Assessors' Map 004, Lot 3037.

Invoice

Order Number: US-GP-100-21215957

Flyers

Color	Full Color Front, No Back
Size	8.5" x 11" Vertical
Paper	100 lb. Gloss Book (C2S) with Aqueous Coating
Print Time	Standard
Quantity	500
Instant Online Proof	\$0.00

Product Price **\$84.15**

Subtotal	\$84.15
Shipping and Handling	\$10.68
Tax	\$0.00 (0.00%)

Total (Paid) **\$94.83**

Billing

Number ***2348

Shipping

Shipping Method Standard (1-6 business days)
Shipping Style Normal (\$0.00)

Billing Address

First Name Leilani
Last Name Dalpe
Company Town of Middleborough
Phone 5082216282
Fax
Address1 364 Marion Rd
Address2
City Middleborough
State MA
Zip Code 02346
Country United States
Email leilaniddiva@yahoo.com

Shipping Address

First Name Leilani
Last Name Dalpe
Company Town of Middleborough
Phone 5082216282
Fax
Address1 364 Marion Rd
Address2
City Middleborough
State MA
Zip Code 02346
Country United States

GotPrint.com

Burbank Airport Center:
7651 N. San Fernando Rd.
Burbank, CA 91505

Russ Frade

93 Braley Rd
East Freetown, MA 02717

Phone: (508) 763-5305 ~ Fax: (774) 849-5415

Invoice

Date	Invoice #
10/1/2016	10546

Bill To:

Middleboro Tourism
20 Center St
Middleboro, MA 02346

Services:

445 Plymouth St
Middleboro

Services Period	Terms
Sept 2016	Due on receipt

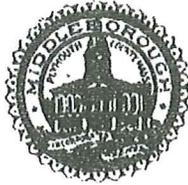
Item	Quantity	Description	Rate	Amount
Rental & S...	1	Porta Jon Rental Services - Handicap Jon - 445 Plymouth St - Middleboro	125.00	125.00

Subtotal	\$125.00
Sales Tax (6.25%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$125.00

Thank you for choosing Russ Frade Enterprises for your Port-a-Jon needs. Our toilets are cleaned once per week, if you need additional services please call our office - fees may apply.

Please write your invoice number on all checks.

Thank You For Your Business!



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 9/22/16 William Fuller - MAR.
NAME OF APPLICANT The Bartending Service of New England LLC
ADDRESS OF APPLICANT 13 WEST END AVE
ASSESSORS MAP & LOT 49 & 1595
DAYTIME TELEPHONE 508 923 4744

NAME OF BUSINESS EPMS
OWNER OF PROPERTY TO BE LICENSED SAME
ADDRESS OF PROPERTY TO BE LICENSED 1 ABBEY LANE
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand _____ WRPD _____
Class I Automobile Dealer License _____ Earth Removal Permit _____
Class II Automobile Dealer License _____ Liquor License ALL ALCOHOL
Class III Automobile Dealer License _____ Junk Dealer _____ "FUNDRAISER"
Entertainment _____ Other _____

Anticipated Start Date for Business: OCTOBER 22, 2016
Days & Hours of Operation: 6pm - 11:30 pm.

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?

If yes, explain: YES, SIMILAR REQUESTS AND SUBSEQUENT APPROVALS

Signature WJF

DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:
Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____



**Town of Middleborough
Massachusetts**

**BOARD OF SELECTMEN
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)**

DATE 9/22/16 William Fuller - mgr.
 NAME OF APPLICANT THE BARTENDING SERVICE of New England, LLC
 ADDRESS OF APPLICANT 13 WEST END AVE
 ASSESSORS MAP & LOT 49Q / 5595
 DAYTIME TELEPHONE 508 923 4744

NAME OF BUSINESS EPMS
 OWNER OF PROPERTY TO BE LICENSED SAME
 ADDRESS OF PROPERTY TO BE LICENSED 1 ABBEY LANE
 ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand _____ WRPD _____
 Class I Automobile Dealer License _____ Earth Removal Permit _____
 Class II Automobile Dealer License _____ Liquor License ALL ALCOHOL
 Class III Automobile Dealer License _____ Junk Dealer _____ "FUNDRAISER"
 Entertainment _____ Other _____

Anticipated Start Date for Business: December 3, 2016
 Days & Hours of Operation: 4pm - 11:30pm

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?

If yes, explain:
yes, similar requests and subsequent approvals

Signature [Signature]

DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:

Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____

Dear Chairman Diane C. Stewart:

This October 22nd, communities all across Massachusetts will be celebrating Lights On! Afterschool, a nationwide event organized each year by the Afterschool Alliance to celebrate afterschool and out-of-school time (ASOST) programs and the educational and developmental opportunities they provide children, families and communities. These vital programs provide safe, challenging, and engaging learning experiences to help children develop the social, emotional, physical and academic skills they need to be ready for school and 21st century success.

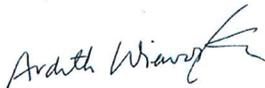
We ask that you consider recognizing Lights On Afterschool in Middleboro this year by issuing a proclamation declaring October 22, 2016, Lights On! Afterschool Day. If you would like to celebrate a Lights On! event in your community and present your proclamation, we would be happy to facilitate your visit.

The declaration of October 22nd as Lights On! Afterschool Day serves as an excellent opportunity to highlight Middleboro's commitment to providing a broad range of afterschool and extended learning opportunities for the children and youth who need them most. Your leadership on education and youth issues, and support for afterschool programs has helped Middleboro make significant progress towards providing children, youth and families with access to high quality out-of-school time learning opportunities. Lights On! Afterschool Day will celebrate and highlight these tremendous efforts. If your office has any questions or wants to learn more about the Afterschool Alliance or Lights On! Afterschool, we invite you to contact Ursula Helminski with the Afterschool Alliance at 202-347-2030, or by e-mail at uhelminski@afterschoolalliance.org and to visit the Lights On Afterschool website at <http://www.afterschoolalliance.org/loa.cfm>.

We ask that your office please review the enclosed language and contact Patrick Stanton, Creative Research Director at the Massachusetts Afterschool Partnership by phone at 617-338-0005 or by email at pstanton@massafterschool.org with any questions. Please let us know that we can count on your support for Lights On! Afterschool by issuing a proclamation.

Thank you for your support of children and families in Middleboro.

Sincerely,



Ardith Wieworka
Massachusetts Afterschool Partnership





KEEP THE LIGHTS ON AFTER SCHOOL PROCLAMATION 2016

WHEREAS: The citizens of Middleborough stand firmly committed to quality afterschool programs and opportunities because they provide challenging and engaging learning experiences that help children develop social, emotional physical and academic skills while supporting working families, ensuring their children are safe and productive after the traditional school day ends.

WHEREAS: The Town of Middleborough has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults.

WHEREAS: *Lights on Afterschool*, the national celebration of afterschool programs held this year on October 20, 2016, promotes the importance of quality afterschool programs in the lives of children, families and communities.

WHEREAS: More than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school.

WHEREAS: Many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

WHEREAS: the Town of Middleborough is committed to investing in the health and safety of all young people by providing afterschool and out-of-school time programs that will help close the achievement gap and prepare young people to compete in the global economy.

WHEREAS: It is important to engage families, schools and communities in advancing the welfare of our children and ensure the lights stay on and the doors stay open for all children after school.

NOW, THEREFORE, We, the Board of Selectmen of the Town of Middleborough do hereby proclaim October 20, 2016, to be

LIGHTS ON AFTERSCHOOL DAY

and urge all the citizens of the Town of Middleborough to take cognizance of this event and participate fittingly in its observance.

Given this 17th Day of October 2016.

BOARD OF SELECTMEN

Mr. Nunes,

At the most recent Park Commission meeting a volunteer group came forward to begin the Supporters of the Middleboro Park Department. This group will seek (on its own without town funding) to file for 501-C non-profit status. Their goal will be to raise funds for certain things unable to be afforded from the town budget for the Park Department.

The Park Commission is seeking written approval from the Town Manager to see if this group could proceed forward. Is this something that has been done before (legally, etc.) by other town departments? Has it been successful (to the best of your knowledge)? Any suggestions with how to proceed would be helpful.

Thank you for your time.

Sincerely,

A handwritten signature in black ink that reads "Garrett P. Perry". The signature is written in a cursive style with a long horizontal line extending to the right.

Garrett Perry
Chairman Middleboro Park Commission

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346



Joseph M. Perkins
Chief of Police

P (508) 947-1212
F (508) 947-1009
middleboroughpolice.com

October 7, 2016

Board of Selectmen
Town of Middleborough
Nickerson Avenue
Middleborough, Ma 02346

RE: Traffic Control; Nickerson Avenue and Union Street- Stop Sign

Dear Honorable Board,

There is no stop sign at the intersection of Nickerson Avenue and Union Street. A historical record check with Director Chris Peck of the DPW has revealed that the intersection has never been approved for one.

In my opinion, the intersection should be controlled by a stop sign, stopping the flow of traffic northbound on Nickerson Avenue prior to the Union Street intersection.

Respectfully,

A handwritten signature in cursive script that reads "Joseph M. Perkins".

Joseph M. Perkins
Chief of Police

Weston Forest Committee
Middleboro, MA. 02346

October 7, 2016

Honorable Selectpersons:

Please pay the stipend of \$1,000 for the Weston Forest secretary as voted at the Annual Town Meeting of 4/25/2016, Article 25, to Joan Ayube who has been filling the position.

Thank you,

A handwritten signature in black ink, appearing to read 'Derek Adamiec', written over a horizontal line.

Derek Adamiec

Chairman

Conservation Commission; and that to meet this appropriation to authorize the Treasurer with the approval of the Board of Selectmen and Community Preservation Committee, to borrow \$171,088.00 under General Laws Chapter 44 and Chapter 44B, or the sum of \$171,088.00 from the Community Preservation Open Space Reserve fund as appropriate and available, and to authorize the Board of Selectmen to submit on behalf of the Town any and all applications deemed necessary for gifts, grants, and/or reimbursements from the Commonwealth of Massachusetts, or the United States, and/or any other state or federal programs including those in aid of conservation land acquisition and historic preservation acquisitions; and/or any others in any way connected with the scope of this Article; said gifts, grants, and/or reimbursements to be deposited in the Undesignated Community Preservation Fund and Open Space Reserve Fund, as appropriate; and that the Board of Selectmen be authorized to demolish and remove all buildings on the land which is purchased so as to restore the and to open space, and to grant a perpetual conservation restriction on the park, forest, open space and/or conservation land, to be determined by the Board of Selectmen, which shall meet the requirements of M.G.L. Chapter 44B, § 12 and M.G.L. Chapter 184, §§ 31-33, and to enter into all agreements and execute any and all instruments as may be necessary to affect said purchase or act anything thereon

Sponsored by the Community Preservation Committee

MOTION: I move that the Town vote to appropriate \$171,088.00 from the Budgeted Reserve of the Community Preservation Fund for land purchase expense and incidental legal, due diligence, and closing costs including up to \$10,000.00 for in-house project management and oversight to enable the Town of Middleborough to acquire for conservation preservation purposes under M.G.L. Chapter 44B, the Community Preservation Act, and to authorize the Board of Selectmen to purchase land at Woloski Park in Middleborough, Massachusetts, and shown as Lots 2465, 2487, 2476, 2448, 2444, 2339, 2414, 2454, 2457, 2482, 2478, 2442 and 2455 on Middleborough Assessors Map 020; the portion of the land determined by the Board of Selectmen to be park, forest, open space and/or conservation land to be managed by the Conservation Commission; and to authorize the Board of Selectmen to submit on behalf of the Town any and all applications deemed necessary for gifts, grants, and/or reimbursements from the Commonwealth of Massachusetts, or the United States, and/or any other state or federal programs including those in aid of conservation land acquisition and historic preservation acquisitions; and/or any others in any way connected with the scope of this Article; said gifts, grants, and/or reimbursements to be deposited in the Undesignated Community Preservation Fund and Open Space Reserve Fund, as appropriate; and that the Board of Selectmen be authorized to demolish and remove all buildings on the land which is purchased so as to restore the land to open space, and to grant a perpetual conservation restriction on the park, forest, open space and/or conservation land, to be determined by the Board of Selectmen, which shall meet the requirements of M.G.L. Chapter 44B, § 12 and M.G.L. Chapter 184, §§ 31-33, and to enter into all agreements and execute any and all instruments as may be necessary to affect said purchase.

ARTICLE 25. To see if the Town will vote to use some of the funds, received by the Town from Weston Forest timber sales re: the trust fund established under Clause Nineteenth C – VII of the will of Frederick S. Weston in connection with the Frederick Weston Memorial property, for the Stipend for Weston Forest Committee secretary, to appropriate from said funds \$1,000 for such purposes, or act anything thereon.

MOTION: I move that the Town vote to authorize the appropriation of \$1,000.00, received by the Town from Weston Forest timber sales re: the trust fund established under Clause Nineteenth C – VII of the will of Frederick S. Weston in connection with the Frederick Weston Memorial property, for the Stipend for Weston Forest Committee secretary, and to appropriate from said funds \$1,000 for such purposes.

ARTICLE 26. To see if the town will vote to appropriate One Hundred Twenty-One and 76/100 Dollars (\$121.76) from the Old Tourism Committee's donations account (Account Number 29.3280.46) and authorize the New Tourism Committee and/or Old Tourism Committee to use the appropriation to pay the expense fee charged by

From: David Cavanaugh [mailto:herringwarden@yahoo.com]

Sent: Thursday, October 06, 2016 10:50 AM

To: Robert G. Nunes

Cc: Selectman Allin Frawley; Selectman Leilani Dalpe; Selectman Stephen J. McKinnon; Selectman John M. Knowlton; Selectman Diane C. Stewart; Colleen Lieb

Subject: Volunteer solicit

Hi Bob ...

For the first time in history, the Herring Fishery Commission will have an opening for a volunteer fish warden without a volunteer observer seeking the position. Under the town's policy, I guess you need to solicit letters of request to fill the spot for a Middleborough resident fish warden. I have attached the discretion of duties, from our operating by-laws, if necessary for the solicitation.

Thanks,
Dave C.

David J. Cavanaugh
Chairman,
Middleborough-Lakeville
Herring Fishery Commission

a. Duties and Responsibilities of Fish Wardens

1. Enforcement powers are limited to public education, observation, and reporting violations to appropriate law enforcement agencies. Wardens are expected to testify in court, as needed.
2. All incidents are to be reported to the Commission at the next public meeting.
3. Vote on policies, procedures, actions and expenditures. Vote to accept official minutes.
4. Establish rules and regulations, subject to approval by the Middleborough and Lakeville Board of Selectmen.
5. Prior to the annual herring run, check the rivers and ladders for obstructions and remove or correct obstructions as required.
6. Remove any poaching nets and turn them over to the appropriate law enforcement agency.
7. During the run, check ponds for obstructions or impediments to the herring returning to the ocean.
8. When on duty at the catching area; check permits, record catch data, and direct fishing activity as required and in accordance with regulations.
9. Obtain and record accurate herring count information, as required by the Commission.