

# **NEW BUSINESS**

**12-7-15**

# AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768  
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499  
WWW.AMORYENGINEERS.COM

November 23, 2015

Mr. Joseph Silva, Superintendent  
Water Department  
48 Wareham Street  
Middleborough, MA 02346

**Subject: Construction of Mizaras Gravel-Packed Well**

Dear Mr. Silva:

Enclosed are five (5) sets of Contract Documents for the subject contract. All five sets have been properly prepared by F.G. Sullivan Drilling Co., Inc., Lancaster, MA and are ready for signing by the Board of Selectmen and other Town representatives<sup>1</sup>.

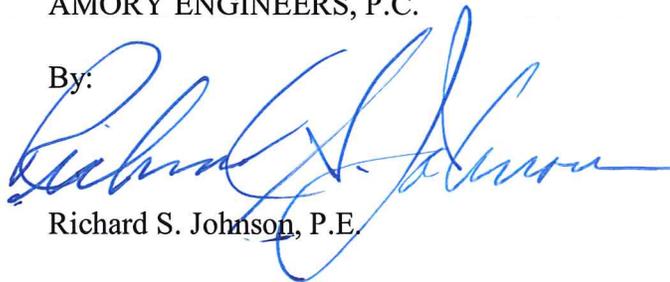
The documents should be signed by the Board of Selectmen and other Town representatives on page 00500-21 and dated on pages 00500-1, and 00610-2, and -4. I understand that you will get Town Counsel and Town Accountant signatures and then deliver the documents to Mr. Nunes for execution by the Board. Upon execution, please send one copy to F.G. Sullivan Drilling Co., Inc., one copy to Amory Engineers and retain three copies for Town files. Also enclosed is the Notice to Proceed. This form should be signed and dated (the same date as the Agreement) and sent to F.G. Sullivan Drilling Co., Inc., for acknowledgement.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

rsj:RSJ

enc.

cc: Mr. Robert G. Nunes  
Mr. Christopher Peck

<sup>1</sup> Town Counsel and Town Accountant.



Lance M. Benjamino  
Fire Chief

## Middleborough Fire Department

125 North Main Street  
Middleborough, Massachusetts 02346

firechief@middleborough.com



Tel: 508-946-2461  
Fax: 508-946-2464

Middleborough Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

December 1, 2015

Dear Honorable Board,

I respectfully request the following vehicle currently under the control of the Middleborough Fire Department be deemed surplus:

**2005 Ford Excursion – VIN# 1FMSU41P75EA34667**

The above vehicle is well beyond its life expectancy, the cost of repairs and high mileage far outweigh the value. I highly recommend this vehicle be deemed surplus so it can be put out to bid, disposed of, or take any other action thereon.

Any questions, comments or concerns please contact me.

Respectfully,

A handwritten signature in black ink that reads "Lance Benjamino".

Lance Benjamino  
Chief of Department

## Southeastern Regional Services Group Contract Award for DPW SERVICES FOR 2/1/16-1/31/17

The Board of Selectmen of the **Town of Middleborough** voted at their meeting held on \_\_\_\_\_ to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 2/1/16. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Quantity</u>	<u>Total Value</u>
<b>5. POLYMER-MODIFIED CRACK SEALING</b>			
<u>Crack Sealing - Raynham, MA</u>	\$4,453.00 per day	7	\$31,171.00
<u>BIDDER'S NAME</u>	\$9.87 per gallon	0	\$0.00
	<b>Item Sub-Total</b>		<b>\$31,171.00</b>
<b>8 MICRO PAVING</b>			
<u>Sealcoating - Braintree, MA</u>			
<u>BIDDER'S NAME</u>			
Level & Surface Course (2 lifts)	\$4.07 per square yard	10,000	\$40,700.00
	<b>Item Sub-Total</b>		<b>\$40,700.00</b>
<b>12. INSTALLATION OF STEEL BEAM GUARD RAIL</b>			
<u>DeLucca Fence - Methuen, MA</u>			
<u>BIDDER'S NAME</u>			
Straight (Galvanized, Metal Posts)	\$19.25 per foot	1,000	\$19,250.00
Straight (Galvanized, Wooden Posts)	\$19.50 per foot	0	\$0.00
Straight (Rust, Wooden Posts)	\$19.65 per foot	0	\$0.00
Curved (Galvanized)	\$10.00 per foot	200	\$2,000.00
Curved (Rust)	\$10.00 per foot	0	\$0.00
End Pieces (Galvanized)	\$45.00 each	20	\$900.00
End Pieces (Rust)	\$45.00 each	0	\$0.00
	<b>Item Sub-Total</b>		<b>\$22,150.00</b>

**Southeastern Regional Services Group Contract Award for  
DPW SERVICES FOR 2/1/16-1/31/17**

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Quantity</u>	<u>Total Value</u>
<b>18. CHLORINATED RUBBER TRAFFIC LINE PAINTING</b>			
<i>Hiway Safety Systems - Rockland, MA</i>			
<i>BIDDER'S NAME</i>			
4" Yellow Centerline	\$0.0392 per linear foot	400,000	\$15,680.00
4" White Line	\$0.0389 per linear foot	10,000	\$389.00
4" Yellow Hatch Lines	\$0.15 per linear foot	0	\$0.00
Crosswalks	\$0.38 per linear foot	8,000	\$3,040.00
Stopline	\$0.38 per linear foot	1,000	\$380.00
Stop Words	\$7.00 each	0	\$0.00
Parking Lines	\$0.15 per linear foot	0	\$0.00
Ts and Ls	\$0.75 each	0	\$0.00
Directional arrows (federal)	\$17.00 each	0	\$0.00
8' "only"	\$18.00 each	0	\$0.00
3' "only"	\$10.00 each	0	\$0.00
8' "school"	\$20.00 each	0	\$0.00
Traffic Islands	\$20.00 each	0	\$0.00
Railroad Crossings	\$25.00 each	0	\$0.00
Removal of Existing Paint Lines	\$0.20 per square foot	0	\$0.00
Grinding for Inlay	\$0.20 per square foot	0	\$0.00
	<b>Item Sub-Total</b>		<b>\$19,489.00</b>
<b>Total Estimated Value of All new Contracts</b>			<b>\$113,510.00</b>

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**Chair, Board of Selectmen**

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The Board of Selectmen of the **Town of Middleborough** voted at their meeting held on \_\_\_\_\_ to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 2/1/16. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

**DPW SERVICES FOR A TWELVE-MONTH PERIOD 2/1/16-1/31/17**

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Quantity</u>	<u>Total Value</u>
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**1. Pavement Reclamation (RENEWAL; 3rd and final year)**

Murray Paving & Reclamation - Holliston, MA

*BIDDER'S NAME*

Pavement Reclamation	\$2.12 per square yard	38,670	\$81,980.40
Adjust Catch Basins	\$100.00 each	20	\$2,000.00
Structure Remodeling	\$1.00 each	8	\$8.00
Structures Rebuilt	\$170.00 per vertical foot	8	\$1,360.00
Excess Loading of Reclaimed Material	\$0.01 per cubic yard	0	\$0.00
Lower/Raise Manholes	\$100.00 each	10	\$1,000.00
Lower/Raise Water Gates	\$100.00 each	12	\$1,200.00
Lower/Raise Gas Gates	\$1.00 each	12	\$12.00
Trucking	\$100.00 per hour	0	\$0.00
	<b>Item Sub-Total</b>		<b>\$87,560.40</b>

**2. In-Place Bituminous Concrete (RENEWAL; 3rd and final year)**

P.J. Keating - Lunenburg, MA

*BIDDER'S NAME*

In-Place Bituminous Concrete	\$67.00 per ton	6,100	\$408,700.00
Cold Planing	\$1.55 per square yard	0	\$0.00
Bitumen Tack Coak	\$15.00 per gallon	0	\$0.00
Structure Adjustments	\$100.00 each	0	\$0.00
Structures Remodeled	\$100.00 each	0	\$0.00
Structure Rebuilt	\$100.00 per vertical foot	0	\$0.00
Hand Work	\$67.00 per ton	0	\$0.00
Unclassified Excavation	\$15.00 per cubic yard	0	\$0.00
Sawcutting	\$0.01 per linear foot	0	\$0.00
Playgrounds/Parking Lots	\$67.00 per ton	0	\$0.00
	<b>Item Sub-Total</b>		<b>\$408,700.00</b>

**3. SuperPave In-Place Bituminous Concrete (RENEWAL; 2nd year)**

PJ Keating - Lunenburg, MA

*Bidder's Name*

Hot Mix Asphalt Superpave Mix	\$71.85 per ton	4,980	\$357,813.00
Bitumen Tack Coat	\$0.01 per gallon	1,000	\$10.00
Hot Poured Rubberized Asphalt Sealer	\$0.01 per linear ft	0	\$0.00
Cold Planing	\$1.69 per square yd.	52,115	\$88,074.35

Structure Adjustments	\$215.00 each	50	\$10,750.00
Structures Remodeled	\$50.00 each	25	\$1,250.00
Structures Rebuilt	\$110.00 per vertical ft.	10	\$1,100.00
Hand Work	\$71.85 per ton	500	\$35,925.00
Unclassified Excavation	\$15.00 per cubic yd.	0	\$0.00
Sawcutting	\$0.01 per linear ft	0	\$0.00
Playgrounds / Parking Lots	\$71.85 per ton	0	\$0.00
<b>Item Sub-Total</b>			<b>\$494,922.35</b>

#### 14. SIDEWALK CONSTRUCTION AND SETTING OF CURBS AND EDGING (RENEWAL; 3rd and final year)

Capone Brothers Randolph, MA

*BIDDER'S NAME*

Earth Excavation (cubic yds)	\$10.00 per cubic yard		\$0.00
Unclassified Excavation (cub yds)	\$19.00 per cubic yard	250	\$4,750.00
Class A Rock Excavation (cub yds)	\$25.00 per cubic yard		\$0.00
Stump Excavation (cubic yards)	\$25.00 per cubic yard		\$0.00
Topsoil Excavated and stacked (cub yds)	\$1.00 per cubic yard		\$0.00
Dense graded stone (cubic yards)	\$19.00 per cubic yard		\$0.00
Processed gravel (in place) (cubic yds)	\$18.00 per cubic yard		\$0.00
Installation of concrete sidewalks & wheelchair ramps (full depth construction) (sq yds)	\$65.00 per square yard	610	\$39,650.00
Installation of bituminous concrete sidewalk overlay	\$140.00 per ton	100	\$14,000.00
Installation of bit. concrete sidewalks and wheelchair ramps (full depth construction) (sq yds)	\$37.00 per square yard		\$0.00
Installation of bituminous concrete berms and curbs	\$8.00 per linear foot		\$0.00
Install of Granite Curb - Straight - Type VB	\$18.00 per linear foot	700	\$12,600.00
Furnish and Install Granite Curb Corners - Type A	\$208.00 each		\$0.00
Furnish and Install Granite Curb Inlet - Straight -Type A	\$280.00 each		\$0.00
Furnish and Install Granite Curb Inlet - Curved -Type A	\$300.00 each		\$0.00
Furnish and Install Granite Curb - Straight - Type VB	\$32.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Curved - Type VB	\$35.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Curved - Type VA4	\$39.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Straight - Type VA4	\$36.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Straight - Type SB	\$19.75 per linear foot		\$0.00
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways - Straight - Type VB (lin ft)	\$28.00 per linear foot	80	\$2,240.00

Furnish & Install Granite Transition Curb for wheelchair ramps & driveways - Curved - Type VB (lin ft)	\$33.00 per linear foot	20	\$660.00
Furnish and Install Transition Slope to Vertical (each)	\$235.00 each	8	\$1,880.00
Furnish and Install Handicap Panels (rubber ADA) (each)	\$299.00 each		\$0.00
Granite Curb - Removed and Reset - Type VB (linear ft)	\$16.00 per linear foot		\$0.00
Granite Curb - Removed and Reset - Type SB (linear ft)	\$15.00 per linear foot		\$0.00
Granite Curb Inlet - Removed and Reset (each)	\$1.00 each		\$0.00
Granite Curb Corner - Removed and Reset (each)	\$1.00 each		\$0.00
Granite Edging Removed and Reset (linear ft)	\$15.00 per linear foot		\$0.00
Granite Curb Removed and Stacked (linear ft)	\$1.00 per linear foot		\$0.00
Granite Curb Inlet - Removed and Stacked (each)	\$1.00 each		\$0.00
Furnish and Install Granite Edging - Straight - Type SB	\$19.75 per linear foot		\$0.00
Mail Boxes Removed and Reset (each)	\$50.00 each		\$0.00
Loam and Seed (square yds)	\$10.00 per square yard		\$0.00
Pavement Sawcutting / Grinding (linear ft)	\$2.00 per linear foot		\$0.00
Sweeping (Manual cleanup following Sawcutting / Grinding) (lin ft)	\$0.10 per linear foot		\$0.00
	<b>Item Sub-Total</b>		<b>\$75,780.00</b>

**Total Estimated Value of All Contracts      \$1,066,962.75**

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**Chair, Board of Selectmen**

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Please note that this is a unit price contract. Contract values above are based on estimated quantities, and it is understood that the contractor will provide the quantities actually required by the municipalities.

## Jacqueline Shanley

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**From:** Karen J. Cook <manager@allarewelcome.us>  
**Sent:** Wednesday, December 02, 2015 7:57 AM  
**To:** Jacqueline Shanley  
**Subject:** Agenda item  
**Attachments:** course2013bw.pdf

Hi Jackie,

I'm later than usual, but it's that time of the year again...Our annual Run for Your Lunch is fast approaching and I need to get approval from the BOS. Below is the text of my letter, please let me know if you need me to print on our letterhead and mail a hard copy or if this is sufficeint. I did mail a hard copy letter to Chief Perkins as well. (course map attached as well).

Thanks,  
Karen

Karen J. Cook, Executive Manager  
all are welcome community kitchen and bakery, inc  
*...Building Community, one meal at a time*

<http://www.allarewelcome.us>  
*all are welcome is sponsored by The Church of Our Saviour Episcopal, Middleboro*

December 2, 2015

Middleborough Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

RE: Outdoor Fundraising Event

Dear Selectmen:

I am writing to request permission to hold a Road Race (run / walk) in North Middleboro, with the start/finish line staged at the North Congregational Church on **Sunday, January 17,2016**

I have already confirmed cooperation from Rev. Patty Kogut and the NCC congregation to use their church for this event.

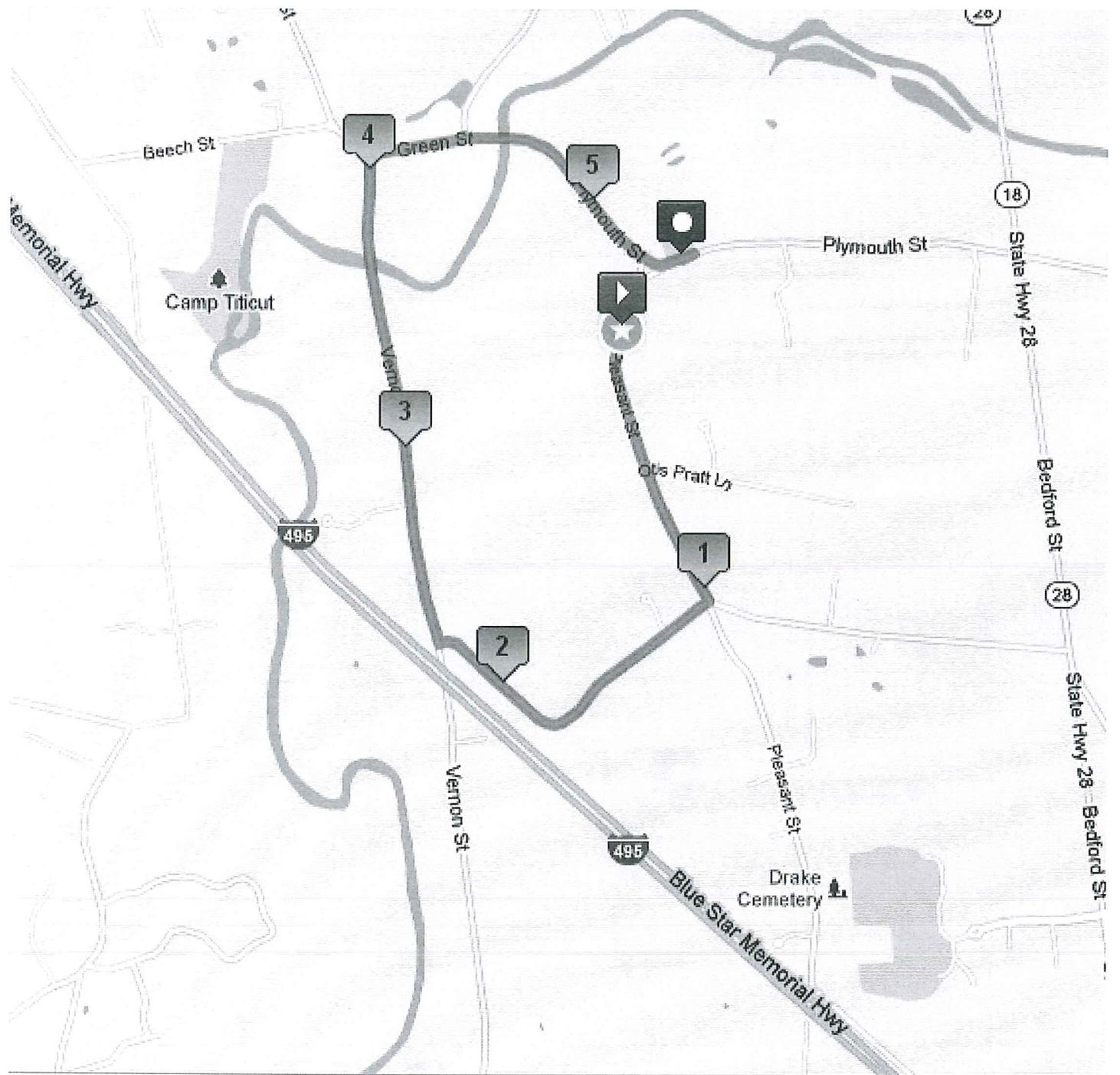
This is the 5th running of the Run for Your Lunch and I am pleased that in our previous 4 years, the weather has cooperated and we have had no incidents surrounding this event! Ironically, last year's event was met with a 42 degree day, and the epic snowfall didn't begin until the following week...we're hoping that New England winter cooperates again!

We have sent requests to the other involved and concerned officials regarding the event for 2016.

I look forward to hearing from you regarding a decision on this matter. Please contact me at your earliest convenience as to when the matter can be decided so that we may begin promoting and confirming details for our event.

Respectfully,

Karen J. Cook, Executive Manager  
All Are Welcome



Execution Copy – Gid Circle

## PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement (“*Agreement*”) is made as of November 30, 2015 (the “*Effective Date*”), by and between Renewable Generation LLC (MA), a Massachusetts limited liability company (the “*Developer*”) with an address of 77 Pond Avenue, Suite 101, Brookline, MA 02445 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”.

### WITNESSETH

WHEREAS, the Developer plans to construct, own and operate a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 1296 kW (DC) (the “*Project*”) on real property leased by the Developer under the terms of a lease, dated as of June 19<sup>th</sup>, 2014, by and between Gid Fisher, Trustee, as landlord, and the Developer, as tenant, a notice of which is recorded in the Plymouth County Registry of Deeds in Book , 46135 Page 333 (the “*Lease*”), which real property is a portion of the property identified by the Town as Assessor’s Map 074, Lot 375 and Assessor’s Map 073, Lot 736, 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 Commercial Operation Date (as defined below) and continue through the last day of the Town's twentieth (20<sup>th</sup>) fiscal year following the Commercial Operation Date (the "**Term**"). The term "Commercial Operation Date" as used herein means the first day on which 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 Commercial Operation Date. The notice shall be sent no later than ten (10) days after the Commercial Operation Date.

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 to reflect any related percentage increase or decrease in the nameplate capacity (AC) of the Project. 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. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

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

*[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.

**RENEWABLE GENERATION LLC (MA)**

By: \_\_\_\_\_  
Jacob Laskin  
Manager

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

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Town Counsel

**Exhibit A**

(Schedule of PILOT Payments)

	<b>Fiscal Year</b>	<b>PILOT Liability</b>
1	2017	\$ 21,000
2	2018	\$ 15,000
3	2019	\$ 15,000
4	2020	\$ 15,000
5	2021	\$ 15,000
6	2022	\$ 15,000
7	2023	\$ 15,000
8	2024	\$ 15,000
9	2025	\$ 15,000
10	2026	\$ 15,000
11	2027	\$ 15,000
12	2028	\$ 15,000
13	2029	\$ 15,000
14	2030	\$ 15,000
15	2031	\$ 15,000
16	2032	\$ 15,000
17	2033	\$ 15,000
18	2034	\$ 15,000
19	2035	\$ 15,000
20	2036	\$ 15,000
	<b>TOTAL</b>	<b>\$ 306,000</b>

**Exhibit B**





### Exhibit C

The Gid circle Project is a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 1296 kW (DC). Its comprised of Jinko 315W Solar Panels and ABB inverters mounted on a driven pile racking system with the panels oriented at 180 degrees to the South

Execution Copy – Dave Fisher 154 Purchase st

## PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement (“*Agreement*”) is made as of November 30th, 2015 (the “*Effective Date*”), by and between Renewable Generation LLC (MA), a Massachusetts limited liability company (the “*Developer*”) with an address of 77 Pond Avenue, Suite 101, Brookline, MA 02445 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*”.

### WITNESSETH

WHEREAS, the Developer plans to construct, own and operate a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 1296 kW (DC) (the “*Project*”) on real property leased by the Developer under the terms of a lease and later, dated as of June 19th, 2014, by and between David Thomas Fisher, Trustee, as landlord, and the Developer, as tenant, a notice of which is recorded in the Plymouth County Registry of Deeds in Book 46135, Page 327 (the “*Lease*”), which real property is a portion of the property identified by the Town as Assessor’s Map 67, Lot 5686 and Assessor’s Map 67, Lot 3281, 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 Commercial Operation Date (as defined below) and continue through the last day of the Town's twentieth (20<sup>th</sup>) fiscal year following the Commercial Operation Date (the "**Term**"). The term "Commercial Operation Date" as used herein means the first day on which 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 Commercial Operation Date. The notice shall be sent no later than ten (10) days after the Commercial Operation Date.

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 to reflect any related percentage increase or decrease in the nameplate capacity (AC) of the Project. 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. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

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

*[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.

**RENEWABLE GENERATION LLC (MA)**

By: \_\_\_\_\_  
Jacob Laskin  
Manager

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

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\_\_\_\_\_  
  
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**Approved as to Form:**

\_\_\_\_\_  
Town Counsel

**Exhibit A**

(Schedule of PILOT Payments)

	<b>Fiscal Year</b>	<b>PILOT Liability</b>
1	2017	\$ 21,000
2	2018	\$ 15,000
3	2019	\$ 15,000
4	2020	\$ 15,000
5	2021	\$ 15,000
6	2022	\$ 15,000
7	2023	\$ 15,000
8	2024	\$ 15,000
9	2025	\$ 15,000
10	2026	\$ 15,000
11	2027	\$ 15,000
12	2028	\$ 15,000
13	2029	\$ 15,000
14	2030	\$ 15,000
15	2031	\$ 15,000
16	2032	\$ 15,000
17	2033	\$ 15,000
18	2034	\$ 15,000
19	2035	\$ 15,000
20	2036	\$ 15,000
	<b>TOTAL</b>	<b>\$ 306,000</b>

**Exhibit B**



### **Exhibit C**

The Gid circle Project is a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 1296 kW (DC). Its comprised of Jinko 315W Solar Panels and ABB inverters mounted on a driven pile racking system with the panels oriented at 180 degrees to the South

Execution Copy – 17 Jericho Rd

## PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement (“*Agreement*”) is made as of November 30th, 2015 (the “*Effective Date*”), by and between Renewable Generation LLC (MA), a Massachusetts limited liability company (the “*Developer*”) with an address of 77 Pond Avenue, Suite 101, Brookline, MA 02445 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*”.

### WITNESSETH

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 6, 2015, by and between Lifehouse Church, as landlord, and the Developer, as tenant, a notice of which is recorded in the Plymouth County Registry of Deeds in Book 46135, Page 341 (the “*Lease*”), which real property is a portion of the property identified by the Town as Assessor’s Map 65, Lot 3772 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 Commercial Operation Date (as defined below) and continue through the last day of the Town's twentieth (20<sup>th</sup>) fiscal year following the Commercial Operation Date (the "**Term**"). The term "Commercial Operation Date" as used herein means the first day on which 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 Commercial Operation Date. The notice shall be sent no later than ten (10) days after the Commercial Operation Date.

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 to reflect any related percentage increase or decrease in the nameplate capacity (AC) of the Project. 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. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

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

*[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.

**RENEWABLE GENERATION LLC (MA)**

By: \_\_\_\_\_  
Jacob Laskin  
Manager

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

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**Approved as to Form:**

\_\_\_\_\_  
Town Counsel

**Exhibit A**

(Schedule of PILOT Payments)

	<b>Fiscal</b>	<b>PILOT</b>
	<b>Year</b>	<b>Liability</b>
1	2017	10,500
2	2018	7,500
3	2019	7,500
4	2020	7,500
5	2021	7,500
6	2022	7,500
7	2023	7,500
8	2024	7,500
9	2025	7,500
10	2026	7,500
11	2027	7,500
12	2028	7,500
13	2029	7,500
14	2030	7,500
15	2031	7,500
16	2032	7,500
17	2033	7,500
18	2034	7,500
19	2035	7,500
20	2036	7,500
	<b>TOTAL</b>	<b>153,000</b>

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**Exhibit B**



### **Exhibit C**

The Taunton St Project is a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 646 kW (DC). Its comprised of Jinko 315W Solar Panels and ABB inverters mounted on a driven pile racking system with the panels oriented at 180 degrees to the South

Execution Copy – Taunton St

## PAYMENT IN LIEU OF TAX AGREEMENT

This Agreement (“*Agreement*”) is made as of November 30th, 2015 (the “*Effective Date*”), by and between Renewable Generation LLC (MA), a Massachusetts limited liability company (the “*Developer*”) with an address of 77 Pond Avenue, Suite 101, Brookline, MA 02445 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*”.

### WITNESSETH

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 June 15<sup>th</sup>, 2015, by and between Bayside Agricultural Inc, as landlord, and the Developer, as tenant, a notice of which is recorded in the Plymouth County Registry of Deeds in Book 45998, Page 67 (the “*Lease*”), which real property is a portion of the property identified by the Town as Assessor’s Map 48, Lot 4659 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 Commercial Operation Date (as defined below) and continue through the last day of the Town's twentieth (20<sup>th</sup>) fiscal year following the Commercial Operation Date (the "**Term**"). The term "Commercial Operation Date" as used herein means the first day on which 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 Commercial Operation Date. The notice shall be sent no later than ten (10) days after the Commercial Operation Date.

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 to reflect any related percentage increase or decrease in the nameplate capacity (AC) of the Project. 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. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

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

*[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.

**RENEWABLE GENERATION LLC (MA)**

By: \_\_\_\_\_  
Jacob Laskin  
Manager

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

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Town Counsel

**Exhibit A**

(Schedule of PILOT Payments)

	<b>Fiscal</b>	<b>PILOT</b>
	<b>Year</b>	<b>Liability</b>
1	2017	10,500
2	2018	7,500
3	2019	7,500
4	2020	7,500
5	2021	7,500
6	2022	7,500
7	2023	7,500
8	2024	7,500
9	2025	7,500
10	2026	7,500
11	2027	7,500
12	2028	7,500
13	2029	7,500
14	2030	7,500
15	2031	7,500
16	2032	7,500
17	2033	7,500
18	2034	7,500
19	2035	7,500
20	2036	7,500
	<b>TOTAL</b>	<b>153,000</b>

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**Exhibit B**



Andrews Survey & Engineering, Inc.  
 Lead Surveying - Civil Engineering - Site Planning  
 P.O. Box 312, 104 Weston Street  
 Weston, MA 02461  
 Tel: 508-725-2497 Fax: 508-725-2498

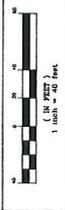
The drawings and the title block are property of Andrews Survey & Engineering, Inc. and shall not be used for any other project without the written consent of Andrews Survey & Engineering, Inc.

PROJECT: GROUND MOUNTED SOLAR ELECTRIC GENERATION FACILITY  
 0 TAVUNTON STREET  
 MIDDLEBOROUGH, MA 02346

CLIENTS: RENEWABLE GENERATION (MA), LLC  
 77 POND AVENUE, SUITE 101  
 BROOKLINE, MA 02445

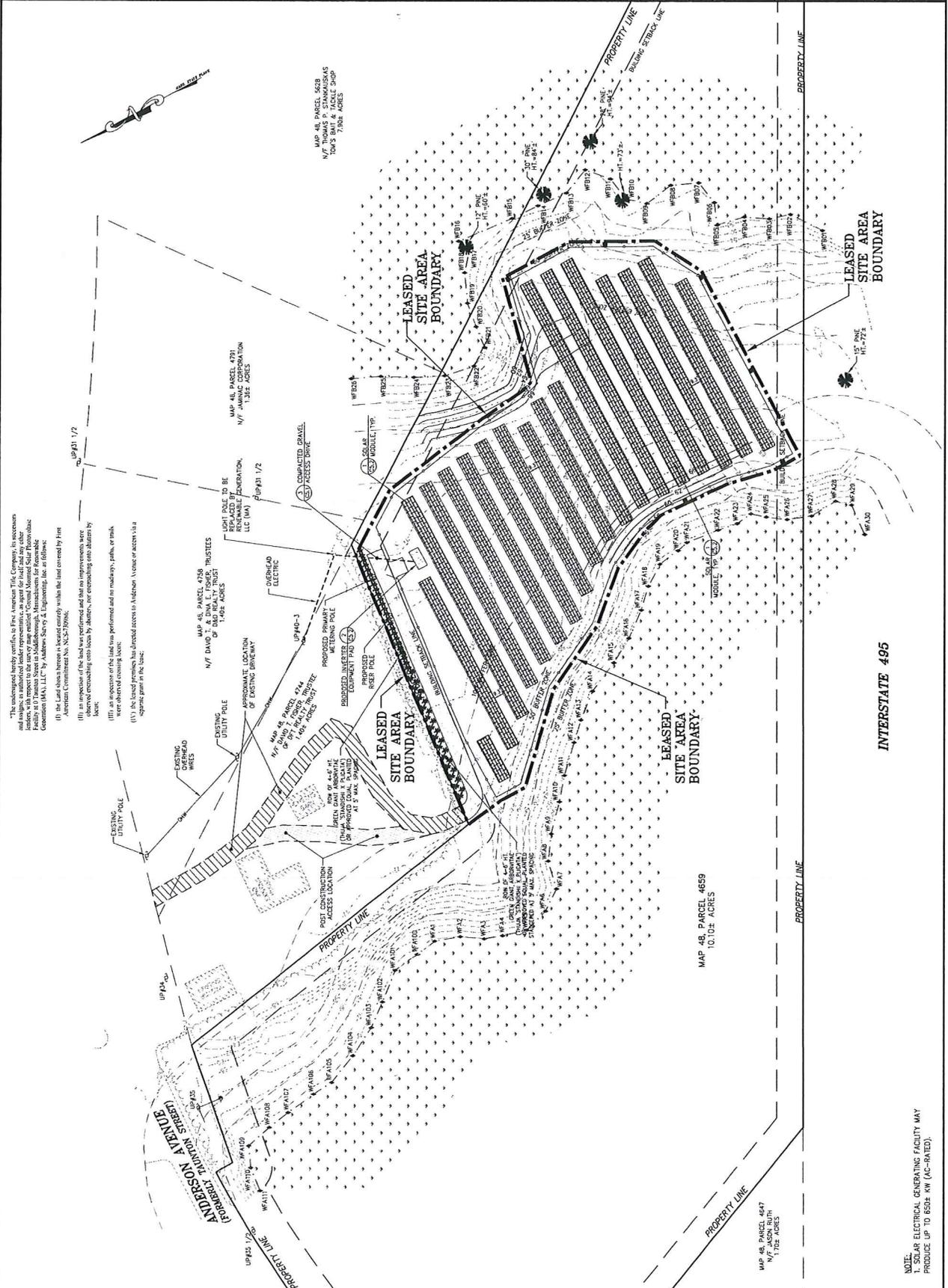
NO.	DATE	REVISION	DESCRIPTION
1	7/25/15	PRE CONSTRUCTION COMMENTS	
2	8/27/15	REVISED ACCESS & ADDED SETTING	
3	9/7/15	ADDITIONAL SCREENING FOR BUILDING DEPT	

DWG FILE: W:\100 TAVUNTON ST.\SP-R-PL-04-04.dwg  
 DRAWN BY: TRB, SJO  
 CHECKED BY: BJA, PSH  
 DATE: JUNE 3, 2015  
 PROJECT NO.: 2015-000  
 DRAWING SCALE:



SHEET TITLE: SITE PLAN

DRAWING NO.: C-4.0  
 PLAN NO.: L-000



The undersigned hereby certifies to First American Title Company, its successors and assigns, with respect to the survey map entitled "Ground Mounted Solar Electric Generation Facility" that the same is a true and correct copy of the original survey map as recorded in the public records of Middlesex County, Massachusetts for Recordable Generation MAP 48, L.L.C. as shown on the attached copy of the original survey map.

(ii) The land shown has been located, within the last covered by First American Commitment No. NS-278996;

(iii) an inspection of the land was performed and the following improvements were observed encroaching onto lots by abutment, by adjacency, or encroaching onto abutment by lot:

(iv) an inspection of the land was performed and the following encroachments were observed encroaching onto lots:

(v) the leased premises has direct access to Interstate 495 or access via a separate part of the lot.

NOTE: RENEWABLE GENERATION (MA) LLC HAS OBTAINED PERMITS FROM THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS TO PRODUCE UP TO 1500 KW (AC-RATED).

INTERSTATE 495

### **Exhibit C**

The Taunton St Project is a solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 646 kW (DC). Its comprised of Jinko 315W Solar Panels and ABB inverters mounted on a driven pile racking system with the panels oriented at 180 degrees to the South

TOWN OF MIDDLEBOROUGH

POLICY FOR THE USE OF TOWN FACILITIES AND GROUNDS

The use of all grounds and facilities including the Town Hall, Town Hall Annex, Green School, and Oliver Estate's House and Grounds by the public shall be permitted and encouraged when such uses do not interfere with Town business or violate other provisions of Town policy, by-laws or state and federal laws. The parties using Town facilities shall be responsible for the conduct of the people whom they admit, and for any infraction of the rules and regulations and shall pay the cost of any damage caused by them or their patrons during the period of their use of the building , equipment or grounds.

Approval and scheduling shall be done by the Middleborough Town Manager.

Exceptions to rental fees are provided on page 5.

Exceptions to insurance is provided on page 10.

Waiver of any fees will be at the sole discretion of the Middleborough Town Manager.

Rental fee payment is due at the time of application. The custodian/security person must be paid by check or money order at the beginning of any event, unless payment in full has been made in advance. The renting group or individual will tender payment to the employee on duty. Checks are to be made payable to the Town of Middleborough for the amount due, taking into consideration the established hourly rate of the custodian/security person. A receipt will be given for payment. The payment will then be given to the Assistant to the Town Manager for deposit to the appropriate account(s). The employee/security person will be paid by the Town for services rendered.

## RULES AND REGULATIONS FOR THE USE OF BUILDING AND GROUNDS

Users of the facilities and grounds must observe the following rules and regulations:

1. The individual/organization listed on the application will be held liable for any damage occurring to the building, grounds, equipment or other contents during the period covered by the application and event. Repairs and/or replacement will be made and costs assessed for said damage/replacement. Any repair/replacement bill remaining unpaid for more than thirty (30) days, after demand in writing has been made and sent by first class mail to the individual/organization listed on the application, will be assessed any additional charges as allowed by Town By-Law or state law. Cost of collection, including legal fees will be the responsibility of the individual/organization.
2. Adequate adult supervision must be provided at all times.
3. An applicant for the Grand Ball Room at Town Hall and/or Oliver Estate House and Grounds must submit a \$500 refundable check, made payable to the Town of Middleborough, at the time of application. This sum will be refunded if the area is left clean and undamaged.
4. The use of the building is confined to the area or facility stipulated in the application. **All other areas of the building or grounds are strictly out of bounds.**
5. **The Town of Middleborough is relieved of any liability. All groups must sign and return to the Town Manager's office an Indemnity Agreement or Insurance Policy as applicable, see page 10 for exceptions.**
6. Access to the building will not be granted unless a custodian/security person is present. The custodian/security person must remain on duty during the entire period covered by the application. **The custodial/security fee exception is on page 5. If the custodian/security person has been signed off and additional cleaning is required by the custodial staff the group/individual renting the facility will be charged for this cleaning.**
7. There shall be **NO SMOKING INSIDE THE BUILDING.** Smoking is allowed outside and tobacco products must be properly extinguished and deposited in receptacles provided.
8. Serving of alcohol will be allowed in the grand ballroom at Town Hall as well as the Oliver House estate at the sole discretion of the Board of Selectmen and with the appropriate license approval, insurance requirements and signed indemnification agreement. It must be under the supervision of and dispensing by a bonded bar-tending service. Applications must be submitted jointly by the organization and bar-tending service.
9. Any organization or individual desiring to serve alcoholic beverages must first obtain the appropriate license and prior approval by vote of the Board of Selectmen. The licensee shall provide proof of a policy of liability insurance to cover liability claims, including liquor liability claims. The Town of Middleborough will be named as an additional insured. Coverage will be provided by and at the expense of the licensee and in the amount(s) as required under the Insurance Requirements section of the application.
10. In addition to liquor liability insurance, any organization or individual desiring to serve alcoholic beverages is required to provide a liquor licensing fee of either \$30 or \$50 (see page 6) and an additional charge of \$100.00 will be assessed to offset the additional insurance cost to the Town. The group/individual will also be required to provide, at their own expense, a paid police detail. **For in-Town nonprofits, the paid Police Officer detail requirement is at the discretion of the Town Manager.** The number of officers required will be at the sole discretion of the Police Chief.

Custodians/security personnel have been advised not to allow dispensing of alcohol until and unless the police officer is in attendance.

11. The group or individual renting the facility is responsible for securing and paying any police, outside security or other EMT services required.
12. Conservation of heat, lights, and water must be a priority.
13. The renter shall not cause or allowed to be caused any attachments of any kind to the walls, floors ceilings, chandeliers or any other part of Town facilities. Any request for attachments must be submitted with the application and have prior approval from the **Town Manager**.
14. Use of other equipment:

#### **PIANO IN GRAND BALLROOM**

- a. When not in use, the cover is to be left on the piano and bench.
- b. The piano may not be moved under any circumstances. Anyone violating this provision will be responsible for any required re-tuning resulting from the movement.
- c. No renter shall place or cause to be placed any light, lamp or other illuminating device on the piano unless protective material is placed under the illumination so as not to mar the finish.
- d. Whether or not the cover is on the piano and/or bench, **NO food, drinks, radios or other items are to be put on the piano and bench.**

#### **PUBLIC ADDRESS SYSTEM**

**The Town will allow the public address system and podium to be used should the group/individual require it.**

#### **ELEVATOR FOR BALLROOM:**

**The elevator is provided for handicapped access to all floors. Weight limitations must be adhered to when transporting equipment or additional furnishings to the grand ballroom. You must plan accordingly and make your own arrangements for bringing items to the second floor.**

#### **OTHER EQUIPMENT:**

**Prior approval from the **Town Manager** must be obtained before any other equipment or furnishings are brought into the building. These items must be listed on the application. You must also provide protective coverings on the bottom of any such equipment so as to prevent serious damage to floors. The custodian/security person should be consulted if you have a question.**

13. **Use of Grounds:** Because of the underground sprinkler system at Town Hall, vehicles are not allowed on the lawn area. In-ground stakes are also prohibited.
14. **Materials considered by the **Town Manager** to be a safety or fire hazard will not be permitted.**
15. **Candles and other open flames are prohibited. Use of sterno burners in conjunction with food service is allowed.**
16. **Parking of vehicles is the responsibility of the renting organization/individual, and must be handled so that driveways are not obstructed for use of other vehicles or fire department apparatus. Driveways must be kept clear at all times. Illegally parked cars will be towed at vehicle owner's expense.**

17. Adhere strictly to the time limits on your application. A stay of even five minutes extra may cost the sponsoring organization/individual additional fees.
18. The sponsoring organization/individual must present a copy of the approved "Town Hall Application & Utilization Agreement" form to the custodian/security person on duty. Custodians/security persons have been instructed not to allow anyone in the building without the appropriate signed form.
19. The custodian/security personnel will report any damage of building, grounds or equipment to the Town Manager who will then make a report to the Board of Selectmen.
20. Please be considerate of the neighbors. Any complaints received will be kept on file and may adversely affect future requests by any individual/organization.
21. Leave the grounds and building in the same condition you found them.
22. Cancellations must be made by notifying the **Town Manager's Office** or by telephone (508) 947-0928 two weeks prior to the planned event or activity. A refund will be given for unused deposits, rental fee and any pre-paid custodial/security personnel costs paid. However, if the funds have been turned over to the Town Accountant for deposit to the Town accounts you may have to wait until a Town Meeting for return of your money.
23. Insurance requirements and amounts will be at the sole discretion of the Town Manager and in accordance with the Insurance Requirements section of the application on **page 10**.
24. Any additional conditions set by the Town Manager with the application approval must be strictly adhered to as well as these rules and regulations.
25. Any violations of these rules and regulations, additional conditions as stated by the Town Manager, Town policy, by-law, state or federal law will result in the function being shut down immediately. Any deposits or fees already paid will be forfeited and any fees due will be assessed and the loss of future privileges will result.

Approved by the **Middleborough Town Manager** on \_\_\_\_\_.

## RENTAL FEES FOR USE OF TOWN FACILITIES & GROUNDS

Due to the costs of and the need to maintain the facility rental fees will be charged in accordance with the fee schedule adopted from time to time by the Town Manager. The following definitions apply in determining fees:

**Rental Exception #1.** Governmental departments, boards, committees, or commissions do not pay for the use of the building. However, they are required to fill out an application for use in the case of a special event/activity to assure dates requested are available. Applications by Middleborough Governmental boards, committees or commissions for regularly scheduled meetings are not required.

**Rental Exception #2.** Any civic organization, individual, business, or group of individuals who are utilizing the building/grounds for fund raising or the direct benefit of the Town, and the activity is setup and run by a Town department, or committee does not pay rental fees for the use of the building/grounds. However, use of Town buildings/grounds without fees by any fund-raising, charitable, or non-profit organizations with events or meetings not expressly setup and run by a Town department, or committee violates the Massachusetts Constitution.

**Security Exception #1.** In the event a board, committee or commission has a scheduled evening meeting the security fee is waived if an event/activity is of a meeting-type purpose and the chairman of such board, committee or commission has accepted responsibility for securing the building. However, the building must be vacated at the conclusion of the board, committee or commission meeting. Please note: Theatrical rehearsals are not considered meeting-type purposes and fees will be charged accordingly, see next page.

**Security Exception #2.** The only other exception to the payment of security personnel fees is if such personnel are on duty as part of their normal work schedule or offices are open during normal working hours. However, custodial or cleaning services will be at the expense of the individual/organization renting the facility if required.

All other organizations, individuals, groups or businesses will be required to pay the rental and custodial/security fees as established by the Middleborough Board of Selectmen.

Any donation to the building fund would not be unwelcome.

Applications are still required even if rental fees are waived.

\*\*A paid police officer detail is required for any outside school-related event involving non-Middleboro residents.

\*\*Voted 10/6/03

\*\*\*Revised 3/15/10

RENTAL FEE SCHEDULE (Draft 12/3/2015)

<u>Meetings &amp; Gatherings:</u>	<u>Residents</u>	<u>Non-Residents</u>
Grand Ballroom, Oliver Estate House, and/or Oliver Estate Grounds	\$100.00 per 8 hour period.	\$350 per 8 hour period.
Non-Profit Organizations wishing to use the Grand Ballroom	\$100.00 (Prior \$150) per 8 hour period.	\$200.00 per 8 hour period.
*First floor meeting, conference room	\$20.00 per 8 hour period	\$40.00 per 8 hour period
Town Hall grounds	\$20.00 per 8 hour period (see Town Counsel's opinion)	

\*Outside activities must request access to inside bathrooms from the Town Manager. In addition, the use of the sanitary facilities, custodial/security personnel and associated fees will be required. If a designated volunteer has been approved the custodial/security fees may be waived if requested. However, cleaning of the bathrooms will be the responsibility of the renter organization/individual and a voluntary donation by the organization or individual would be appreciated to defray the cost of bathroom supplies. If additional custodial service is required even after your cleaning you will be billed.

Theatrical productions:

Rehearsals (Grand Ballroom)	\$150 (Tech week & performance)
Additional rehearsal schedules	\$25.00 per 8 hour period.

CUSTODIAL/SECURITY FEE SCHEDULE

Personnel Costs	One and one-half the current hourly rate of pay of the head custodian: Fy16 \$30 and FY17 \$31. Plus 10% for administrative costs, with a minimum of 3 hours.
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OTHER FEE REQUIREMENTS

One-day "All Alcoholic" beverage license	\$50.00 to be paid @ Town Clerk's Office upon picking up approved license.
One-day "Beer & Wine" beverage license	\$30.00 (cannot be waived)
Offset additional insurance cost for serving of alcohol	\$100.00 must be submitted with application (cannot be waived)
Refundable Security Deposit	\$500.00 must be submitted with Grand Ballroom as well as the Oliver Estate House and Grounds applications and will be refunded in accordance with the rules and regulations.

\*Permits are required if a catering service is being used. Please check with the Health Department, 20 Centre Street, 2<sup>nd</sup> Floor.

APPLICATION AND UTILIZATION AGREEMENT  
TOWN FACILITIES AND GROUNDS  
MIDDLEBOROUGH, MASSACHUSETTS

\*PLEASE SUBMIT PAYMENT WITH APPLICATION\*

DATE OF APPLICATION \_\_\_\_\_  
ORGANIZATION/INDIVIDUAL \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_ TEL \_\_\_\_\_  
# \_\_\_\_\_

BARTENDING SERVICE CO-APPLICANT \_\_\_\_\_  
OWNER NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TEL.# \_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_ APPROXIMATE NUMBER OF PARTICIPANTS \_\_\_\_\_  
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED \_\_\_\_\_ TO \_\_\_\_\_

*Be sure to include any set-up or dismantling day(s)/time requirements.*

BRIEFLY DESCRIBE TYPE OF ACTIVITY \_\_\_\_\_  
\_\_\_\_\_

ASSIGNED SPACE (PLEASE CHECK ALL THAT APPLY)  TOWN HALL ANNEX MEETING ROOM  
 TOWN HALL MEETING ROOM  GRAND BALLROOM\*  TOWN HALL GROUNDS  
 GREEN SCHOOL  OLIVER ESTATE HOUSE  OLIVER ESTATE FRONT LAWN  
 OLIVER ESTATE FORMAL GARDENS  OLIVER ESTATE CONSERVATION OPEN SPACE\*\*

If using grounds, will building access be required for sanitary facilities (? \_\_\_\_\_)

\*Note – There is no air conditioning available in the Grand Ballroom

\*\*Note - Oliver Estate Conservation Open Space is not currently available

Are you requesting a one-day alcoholic beverage license? \_\_\_\_\_ . Licensing fee of \$ \_\_\_\_\_ plus \$100.00  
required at time of application. This will be refunded if license denied prior to event or activity.

Food will be served \_\_\_\_\_ Name of Caterer \_\_\_\_\_ Telephone  
# \_\_\_\_\_

**\*If food is to be served, please contact the Health Department for the appropriate permits.**

We expect to bring in the following additional  
equipment/furnishings \_\_\_\_\_  
\_\_\_\_\_

Any required insurance policy/indemnification agreement must be attached to application.

Rental Deposit (for Grand Ballroom, Oliver Estate House, and Oliver Estate Grounds) \$500.00

Check # \_\_\_\_\_ (must be tendered with application and will be returned within two-weeks if no damage to  
building, grounds or equipment has been reported).

Rental Cost \_\_\_\_\_ One-day alcoholic beverage license fee \_\_\_\_\_ Personnel Cost \_\_\_\_\_ Total  
Cost \_\_\_\_\_

Name of Designated Town Official volunteering to perform security  
service \_\_\_\_\_

Signature of  
Volunteer \_\_\_\_\_

Application Approved by Town Manager (date) \_\_\_\_\_ Fees Waived \_\_\_\_\_ Fees  
Due \_\_\_\_\_

I/we \_\_\_\_\_ hereby acknowledge return of our \$500.00 refundable  
payment.

**APPLICATION AND UTILIZATION AGREEMENT  
TOWN FACILITIES AND GROUNDS**

In connection with my/our planned use of the Town Hall and/or grounds, I/we hereby agree to the following:

I/we agree to abide by all conditions as set forth in this application and the rules and regulations as established by the Board of Selectmen.

I/we agree that no activities unrelated to this purpose will be conducted on the premises.

I/we agree to hold harmless and indemnify and defend the Town of Middleborough, its agents, servants, employees and volunteers from and against any and all claims for injury to any person and/or damage to or loss of any personnel property of any nature arising out of my/our contracted use of the property or facilities of the Town for this function and that which may occur outside of the Town premises or arise from activities which occur on or about the Town premises.

I/we agree to assume total responsibility for assuring that:

- a. the participants at the meeting/event will conduct themselves in a safe and orderly fashion;
- b. no dangerous or unlawful activities will take place on the premises or grounds;
- c. no Town or other property will be removed from the building or grounds;
- d. participants will confine themselves to the specified areas of the building and grounds designated for the event;
- e. participants will leave the building and grounds in a clean and orderly condition;
- f. the participants will promptly leave the premises at the time scheduled for their departure.
- g. participants will abide by all rules and regulations as established by the Board of Selectmen

I/we agree to refrain from placing signs or decorations anywhere on the premises except as specified below. And if allowed will not place or cause to be placed in contradiction to the rules and regulations:

\_\_\_\_\_

I/we understand that Town employees and/or designated volunteers in attendance at the scheduled event/meeting, except as specified below, are there for the sole purpose of providing participants with access to the portion of the building and grounds that have been set aside for their use. If payment for custodial services has been made, please note here.

\_\_\_\_\_

I/we agree to abide by all requests of Town employees and designated volunteers who are present at the event pertaining to the use of the building and grounds.

I/we hereby certify that no alcoholic beverages of any type will be consumed at the event/activity, unless authorized and appropriate licensing has been obtained in advance and as established by the rules and regulations.

I/we agree to provide a security deposit (if applicable) in the amount of \$500.00 refundable to me/us within two weeks after the event if, in the sole judgement of the Town Manager, I/we have fully complied with the terms of this Agreement and the Rules and Regulations.

I/we require/request use of the following

Chair set up \_\_\_\_\_ PA system/Podium set up \_\_\_\_\_ Piano \_\_\_\_\_

I/we agree to the following additional conditions:

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**APPLICATION AND UTILIZATION AGREEMENT**  
**TOWN FACILITIES AND GROUNDS**

By signing below I/we acknowledge receipt of a copy of the rules and regulations and agree to abide by them and any other conditions established in this application.

\_\_\_\_\_  
Authorized Signature of Organization

\_\_\_\_\_  
Name—Please Print

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Name—Please Print

\_\_\_\_\_  
Signature of Owner – Co-Applicant (Bartending Service)

\_\_\_\_\_  
Business Name—Please Print

Original to be kept with security bond/deposit in the **Town Manager's** office. Two copies given to applicant (one for your records and the other given to the custodian/security personnel in charge of the event/activity.)

**TOWN OF MIDDLEBORO INSURANCE REQUIREMENTS  
FOR USE OF TOWN-OWNED FACILITIES AND GROUNDS**

**Exception.** In-Town non-profit organizations operating for the benefit of the Town may receive an insurance waiver from the Town Manager.

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Description of Function: \_\_\_\_\_

Location of Town Facility: \_\_\_\_\_

Date and Time of Use: \_\_\_\_\_

A. *Workers Compensation Insurance*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Coverage A	Statutory, Commonwealth of Massachusetts
Coverage B	\$500,000 per insuring agreement

B. *Commercial General Liability Insurance*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Each Occurrence	\$1 Million
Fire Damage (any one fire)	Policy Minimum
Medical Expense	Policy Minimum
Personal Injury & Advertising Injury	\$1 Million
General Aggregate	\$1 Million **
Products/Completed Operations Aggregate	\$1 Million

\*\*applies solely to Town of Middleborough activities

C. *Commercial Automobile Liability:*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Combined Single Limit, Bodily Injury  
& Property Damage \$1 Million

Applicable to: "owned, non-owned & hired automobiles"

D. *Other Insurance Requirements:*

Type of Insurance (i.e. liquor liability, etc)

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Limits of Liability \_\_\_\_\_ \$ \_\_\_\_\_

Additional Conditions:

- a. Except for the Workers' Compensation coverage, the Town of Middleboro is included on all policies as an additional insured.
- b. The Town of Middleborough, Office of the Town Manager, will be provided at least a 30 day advance written notice of cancellation, material change in coverage, or intention not to renew.
- c. The insurance coverage referenced above is provided on the "occurrence" form of coverage.
- d. If an "Acord" form of certificate is used, this document must be attached to the Acord form and referenced as a special policy provision in the Description of operations section of the Acord form.
- e. Terms and conditions contained on any form to which this document is attached will not reduce the coverage or minimize the benefit of this document to the Town of Middleborough.

I, a licensed insurance agent/broker, have the authority to bind the insurance companies listed above to the terms of this agreement.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## Jacqueline Shanley

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**From:** decas.murray.decas@verizon.net  
**Sent:** Thursday, December 03, 2015 3:19 PM  
**To:** Jacqueline Shanley  
**Subject:** Oliver estate - use request form

December 3, 2015

Board of Selectmen

Town of Middleboro c/o Jackie Shanley (*via email*)

RE: Oliver Estate Use Request Form

Dear Members:

You asked me to review a draft of the referenced. I have the following comments:

- Introduction – suggest adding some introductory language to indicate that the requester is requesting approval by the Board of Selectmen to use the Oliver Estate property for the function described below.
- 4<sup>th</sup> line – suggest asking for full legal name and full address of requesting party.
- 5<sup>th</sup> line – suggest asking for the full name, address and telephone number of Responsible Party.
- 6<sup>th</sup> line – suggest asking for a brief description of the name of the function, the nature of the function and the part of the Oliver Estate to be used.
- 13<sup>th</sup> line – suggest identifying what kind(s) and coverage amount of insurance are required; also, suggest identifying what response is expected on the line after “Binder”.
- Suggest spaces for the date(s) and time(s) for the function.
- Suggest a space at the end for signature of the requesting party and date of the request.
- Suggest a line for the fee to be charged and the charge, if any, for clean-up post function.

Very truly yours,

Daniel F. Murray

Town Counsel

DFM/s

15-103

Town of Middleborough seal

Oliver estate use request.

Date submitted:

Name of Group Requesting permission:

Responsible party: Name and Phone number:

Type of function: Public\_\_\_\_\_ or Private\_\_\_\_\_

Public Functions require ADA Compliance:

Access plans approved by ADA committee: \_\_\_\_\_

ADA Committee Chair signature

Access plans should include ramps, Porta potties, any other access requirements. Along with a site plan of the locations of devices and time frame of use.

Access plans approved by Historic New England:

Date of approval:\_\_\_\_\_

Insurance Binder: \_\_\_\_\_

# December 2015

December 2015							January 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	8	9
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>Nov 29</b>	<b>30</b>	<b>Dec 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Nov 29 - Dec 5							
	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Dec 6 - 12							
	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>
Dec 13 - 19							
	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
Dec 20 - 26					Closed 1/2 day	Christmas-closed	
	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>Jan 1, 16</b>	<b>2</b>
Dec 27 - Jan 2		BOS Meeting?			Closed 1/2 day		

# January 2016

January 2016							February 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	7	1	2	3	4	5	6
10	11	12	13	14	8	9	14	8	9	10	11	12	13
17	18	19	20	21	15	16	21	15	16	17	18	19	20
24	25	26	27	28	22	23	28	22	23	24	25	26	27
31					29	30							

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12/27 - 1/1	Dec 27	28	29	30	31	Jan 1, N.Y.'s-closed	2
1/3 - 8	3	4 BOS Meeting?	5	6	7	8	9
1/10 - 15	10	11	12	13	14	15	16
1/17 - 22	17	18	19	20	21	22	23
1/24 - 29	24	25	26	27	28	29	30
1/31 - 2/5	31	Feb 1	2	3	4	5	6