

Board of Assessors
Monday, March 9, 2015

S. Rufo called the meeting to order at 7:15pm.

The board, staff and guests introduced themselves.

In attendance: Chair S. Rufo, Vice Chair J. Brodie, D. Hill, M. Upton, Z. Ventress, Director E. Brideau, Assistant Assessor D. Ellis, Administrative Assessor J. Marchant, Facilities Director B. Keefe, Assistant Town Manager and Human Resources Director J. Senchyshyn.

Public in attendance: Energy Initiatives Advisory Committee Co-Chair Ellen Tohn, Energy Initiative Advisory Committee Associate Members Mike Staiti and John Harper

Treasurer/Collector-John Senchyshyn to provide update

J. Senchyshyn reported that at close of business on Tuesday February 24th, Paul Keating, Treasurer, was placed on administrative leave. J. Senchyshyn is the acting treasurer/collector for purposes of being able to sign checks and move money through accounts as necessary. Strategic Municipal Solutions (SMS) has been hired to review operations of the Collectors office. Susan Marchand of SMS will be in the office Tuesdays through Thursdays. She will be making recommendations to J. Senchyshyn and Town Administrator Nan Balmer regarding the Tax Collectors office. There was a finance meeting with J. Senchyshyn, N. Balmer, S. Marchand, B. Keveny and E. Brideau. E. Brideau stated that S. Marchand asked her for an outline of current assessor processes in relation to the Tax Collectors office which she has provided. Z. Ventress asked about a timeline for staffing in the collector's office and J. Senchyshyn stated that this is the beginning stages and they have not started seeking any new staff yet. The rest of the staff is in place and will continue running the office.

J. Senchyshyn left the meeting at this time.

Solar Project: Facilities Director Ben Keefe to provide Board information on Solar Project

S. Rufo asked B. Keefe to share his insight on the project with the BOA.

B. Keefe stated that he initially didn't understand the hesitation about entering into the solar contract. He met with Director E. Brideau and now understands how the assessor's role is affected by the tax method that's chosen- that it requires an annual calculation by the assessor if there's a fixed tax amount.

Board discussion on Pilot/Tax Agreement-

D. Hill inquired about new growth and E. Brideau said if the agreed tax amount is \$30,000, that's the amount we get in year one for new growth. BOA discussion ensued.

M. Staiti and B. Keefe left the meeting at this time.

Overlay Account: Review of Overlay Balances-

Board discussion on Surplus-

S. Rufo stated that normally the BOA talks about releasing surplus overlay at this time of year.

M. Upton discussed her methodology for determining the amounts she is comfortable releasing- to leave as much as may be needed for ATB to be safe. The board reviewed the document and discussed how much they could release. M. Upton reviewed each fiscal year which resulted in a total release amount of \$101,923. D. Hill stated the methodology was sound. J. Brodie recommended an even amount of \$102,000.

M. Upton moved that for FY06 the BOA transfer \$1000.00 in excess overlay from the overlay reserve account to the overlay surplus reserve. J. Brodie seconded. Vote unanimous.

M. Upton moved that for FY07 the BOA transfer \$1200.00 in excess overlay from the overlay reserve account to the overlay surplus reserve. D. Hill seconded. Vote unanimous.

M. Upton moved that for FY09 the BOA transfer \$9800.00 in excess overlay from the overlay reserve account to the overlay surplus reserve. Z. Ventress seconded. Vote unanimous.

M. Upton moved that for FY12 the BOA transfer \$10,000.00 in excess overlay from the overlay reserve account to the overlay surplus reserve. J. Brodie seconded. Vote unanimous.

M. Upton moved that for FY13 the BOA transfer \$80,000.00 in excess overlay from the overlay reserve account to the overlay surplus reserve. J. Brodie seconded. Vote unanimous.

The total amount released was \$102,000.00.

At 8:30pm, Chair S. Rufo moved that the BOA enter into executive session pursuant to Massachusetts General Law Chapter 30A, Section 21a(3) to discuss strategy with respect to Pending Appellate Tax Board Cases. M. Upton seconded.

Chair S. Rufo declared that a public discussion of strategy with respect to pending appellate tax board cases will have a detrimental effect on the Town.

Roll call vote: Z. Ventress- yes, M. Upton- yes, J. Brodie- yes, D. Hill- yes, S. Rufo- yes.

The Chair invited attendance by Director of Assessing E. Brideau, Administrative Assessor Jessica Marchant, and Assistant Assessor Denise Ellis.

The Chair stated that the board will reconvene in open session in approximately 10 minutes for the purpose of returning to open session.

The board reconvened in open session at 8:50pm.

FY'15 Real Estate and Personal Property Abatements: Director Update on Office activity-

Director E. Brideau stated that fieldwork still ongoing.

BOA Action on applications ready for review-

J. Brodie and M. Upton separately reviewed the abatements. J. Brodie asked for one to be reconsidered. It was purchased within the time period for sale data. There were four other abatement applications where the BOA gave the purchase price adjustment so he wanted to keep consistency.

J. Brodie moved that the BOA accept the recommendation of the director and approve 22 abatement applications as presented. M. Upton seconded. Vote unanimous by signature

E. Brideau recommended one abatement application for denial.

M. Upton moved to deny the abatement by signature. S. Rufo seconded. Vote unanimous by signature

Documents for BOA Signature

Vision Government Solutions proposal \$5,000.00
(Commercial valuations)

J. Brodie moved to approve interim update of real property by Vision Government Solutions.

D. Hill seconded. The board signed the documentation.

Month End Reports

February 2015	Motor Vehicle Excise Abated	\$954.92
February 2015	Exemptions	\$23,741.17
February 2015	Real Estate Abated	\$21,812.92

Warrants

Personal Property	FY15 4 th Quarter	\$185,001.67
Real Estate	FY15 4 th Quarter	\$15,636,260.79
CPA	FY15 4 th Quarter	\$203,070.87

Commitments

2015 Fourth Quarter -includes all amounts from above warrants.

Tax Deferral Agreement/ Exemptions Applications

E. Brideau recommended two statutory exemptions, one CPA and two circuit breakers for denial because they do not meet the criteria. **M. Upton moved to deny the above applications by signature.**

J. Brodie seconded. The BOA signed their denials.

E. Brideau recommended seven statutory exemptions, one tax deferral and 14 CPA applications for approval. The applications have been reviewed and meet the criteria.

Z. Ventress moved to approve by signature on the cover page seven statutory exemptions, one tax deferral and 14 CPA applications. M. Upton seconded. The BOA signed their approvals.

Circuit Breaker Applications

E. Brideau recommended 26 circuit breaker applications for approval that have been reviewed and meet the criteria. **Z. Ventress moved to accept the recommendation and approve 26 FY'15 Circuit Breaker applications. M. Upton seconded. The board signed their approval.**

Correspondence

- Notice of Entry from the ATB for West Beit Olam Cemetery Corporation vs. Wayland of Middlesex County Jan 23rd.
- Email from M. Upton re: 2 Sandy Hill Rd, Wayland. E. Brideau stated in general, when residents see a listing they think assessors are off on assessments not recognizing that the assessments are reflective of sales from 2 years ago. She asked whether the board should send out notification or write an article reminding that assessments are not reflective of the current market.
- Email from Ben Downs- Wayland resident re: FY15 tax bills. He is writing an article about understanding the 3rd and 4th quarter tax bills.

Z. Ventress left the meeting at this time.

Review of minutes from February 10, 2015

D. Hill moved to approve the minutes of February 10, 2015 as amended. M. Upton seconded.

Vote in favor: S. Rufo, M. Upton and D. Hill. J. Brodie abstained since he was not at the meeting.

Topics not reasonably anticipated by the Chair 48 hours in advance of Meeting, if any

None

Thoughts and Concerns from BOA members

D. Hill asked the status of the assessors' budget regarding reduction of travel funds. E. Brideau stated the budget was left alone.

Public Comment

None

Next meeting

Notification will be sent to Board.

Meeting Adjourned

D. Hill moved to adjourn at 9:23pm. M. Upton seconded. Vote unanimous.

Respectfully submitted,
Jessica Marchant

From: [Zimmer, Michael](#)
To: [Nan Balmer](#)
Cc: [John Harper \(jharper@birchtreecapital.net\)](mailto:jharper@birchtreecapital.net); "Ellen Tohn"; [Meyer, Harold](#)
Subject: Levelized Property Tax Payment Methodology for Town of Wayland Solar PV
Date: Tuesday, December 16, 2014 7:34:24 PM
Attachments: [Wayland Preliminary Property Tax Analysis .xlsx](#)
[Wayland PILOT Agreement 12.10.14.docx](#)

Good evening Nan,

I have attached an excel spread sheet to this email describing our methodology to derive a levelized property tax payment based on the Town of Wayland's 2015 property tax rate of \$18.33 per \$1,000. This method uses the cost basis as permitting by DOR to determine property tax for a solar PV installation installed on municipally owned property or structures connected to the existing utility grid. The methodology uses the following approach:

- Property tax is assessed on all real equipment installed for the installation (inverters, racking, modules, etc.)
- Equipment value is depreciated with straight line depreciation
- Equipment value at 2015 is assessed at the known 2015 tax rate of \$18.33 per \$1,000 of equipment value
- Depreciated equipment value for the subsequent 19 years is taxed based on the 2015 tax rate escalating at 2% per year
- The NPV of the property tax payments over 20 years (based on the depreciating equipment value) is calculated with using a 5% discount rate (assumed)
- Levelized tax payments are calculated by equating the NPV (at 5% discount) of a fixed tax payment over 20 years to the same NPV of the 20 years of declining property tax payments calculated based on the depreciating equipment cost

The taxable equipment costs used for this analysis are represented of the four proposed projects sites (HS Parking Lot, MS Parking Lot, Town Building Parking lot, and DPW Building systems) but are subject to change as we move towards finalizing our design. As a result the levelized tax payment is also subject to change. Our intention with this methodology is to provide the highest level of transparency in the tax calculation and serves as a starting point to facilitate the final decision on tax payment which is solely up to the Town of Wayland. In some instances Towns have moved forward with this method and at other times have made their own adjustments or used other rationale for adjustments on the tax payment that is most beneficial to the municipality. Ameresco's intends to facilitate the discussion and provide the information needed to simply derive an appropriate fixed tax payment for increased ease in project financing and to offer the Town of Wayland the most economically advantageous solar PV project.

Last, I have also included a sample PILOT agreement we have used in other municipalities in Massachusetts.

Please let me know if you have any questions.

Best regards,

Mike



Michael Zimmer
Project Development Engineer
P:508-598-3056
C:508-494-2698
mzimmer@ameresco.com
111 Speen St., Suite 410
Framingham, MA 01701
<http://www.ameresco.com>



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AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
REAL PROPERTY AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY (this "PILOT Agreement") is made and entered into as of _____, 2014 by and between [Ameresco SPE], a Delaware limited liability company, ("Developer"), and the **TOWN OF WAYLAND, MASSACHUSETTS**, a municipal corporation duly established and located in the Commonwealth of Massachusetts (the "Town"). Developer and the Town are collectively referred to in this PILOT Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build and operate several solar electric generating facilities (collectively, the "Project") with an expected aggregate nameplate capacity of approximately ____ kilowatts (kW) (AC) (____ MW DC), or such reduced capacity as may be determined after the final design and engineering plans are completed, on a portion (such portion, the "Licensed Areas") of certain Town-owned property in Wayland, Massachusetts described in Exhibit A (collectively, the "Properties");

WHEREAS, the Project consists of the following property: (a) solar modules, solar inverter systems, and solar power generating facilities including racking, foundations, support structures, braces and other structures and equipment; (b) electrical transmission facilities, electrical distribution and collector lines, wires, cables, conduits, footings, foundations, interconnection and/or switching facilities, circuit breakers, transformers, pads, energy storage facilities; (c) control, communication and telecommunication systems; (d) meteorological stations and solar energy measurement equipment; (e) other improvements, facilities, appliances, materials parts, systems, structures, machinery and equipment in any way related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity;

WHEREAS, the Parties have entered into a Power Purchase Agreement and license agreement (the "PPA"), which serves one or more municipal purposes;

WHEREAS, the municipal purposes of the PPA and Project include the establishment of renewable energy facilities and the realization of savings in electricity costs through Net Metering Credits as provided M.G.L. c. 164, sections 138-140 and 220 CMR 18.00 *et seq.*, as may be amended from time to time;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable real and personal property incorporated within the Project for the term of the Agreement;

WHEREAS, it is the intention of the Parties that Developer make levelized, annual payments to the Town for the term of this PILOT Agreement in lieu of real and personal property taxes on the Project in accordance with General Laws Chapter 59, §38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue Guidelines published in connection therewith;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory real and personal property taxes to which it might otherwise be subjected under

Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such real and personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project, including but not limited to, water and sewer services, and similar payment obligations not in the nature of real or personal property taxes or substitutes for such taxes that Developer may otherwise be obligated to pay the Town; and

WHEREAS, the Town is authorized to enter into this Agreement with Developer, as the culmination of good faith negotiations that anticipate that the payments in lieu of real and personal property taxes over the life of the Agreement will amount to the equivalent, taking into account other benefits to be received by the Town in the PPA, of the property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Project.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of real and personal property taxes on and after the Commercial Operation Date, as defined in the PPA, [in the amounts and in the years set forth in Exhibit B] [in an annual fixed amount of _____ Dollars (\$_____)] until the earlier of (x) termination of the PPA, and (y) twenty years after the Commercial Operation Date. Each annual payment shall be made to the Town in two equal installments. The Town shall issue tax bills to the Developer, with the amount due and the payment due date(s) noted on the bill (the due date of the payment shall be at least thirty (30) days after the date of the bill). The first annual PILOT payment shall be pro-rated based on the number of days remaining in the then-current fiscal year of the Town from and after the Commercial Operation Date. The final annual PILOT payment shall be pro-rated based on the number of days between the first day of the then-current fiscal year and the expiration date. Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage.
2. No additional payments in lieu of taxes will be due or required for replacement of equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, or equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating such additional items.
3. Payment Collection. The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real or personal property taxes due and payable to the Town.
4. Tax Status. The Town agrees that during the term of this PILOT Agreement, the Town will not assess Developer for any real estate and personal property taxes with respect to the Project or the Licensed Areas to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem real estate and personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project and the Licensed Areas, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to General Laws Chapter 60A and for services provided by the Town to the Project, including but not limited to, water and sewer services. The Town agrees that no real

or personal property taxes will be due from or assessed to Developer other than the payments in lieu of taxes described in this PILOT Agreement.

5. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Properties and the Project. In the event that Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. Developer may record a notice of this Agreement in the applicable registry of deeds.

6. 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, to the extent that such value is determinable as of the date of this Agreement, and the other benefits to be received by the Town in the PPA in accordance with General Laws Chapter 59, §38H. Each Party was represented by counsel in the negotiation and preparation of this PILOT Agreement and has entered into this PILOT Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this PILOT Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project 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.

7. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

8. Invalidity. If, for any reason, including a change in applicable law, it is ever determined that this Agreement is invalid, then this Agreement shall terminate as of the date of such determination, and the License Areas and Project will thereafter be assessed and taxed as though this Agreement does not exist. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

9. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

[Ameresco SPE]
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: General Counsel

To Town:

Town Manager
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

10. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

11. Good Faith. The Town and Developer shall act in good faith to carry out and implement this Agreement.

12. Force Majeure/ Facility Loss. The Developer and Town both recognize that there is the possibility during the term of this Agreement that all or a portion of the Properties or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party on account of "Force Majeure" or "Facility Loss" (as those terms are defined in the PPA).

If an event of Force Majeure or a Facility Loss occurs during the term of this Agreement with respect to any portion of the Properties or Project that renders the Properties or Project unusable for the customary purpose of the production of electricity, and the Developer requests a reduction in its payment in lieu of taxes under this Agreement, a pro rata adjustment for the number of days of such Force Majeure or Facility Loss period shall be made in the PILOT bill in the next ensuing fiscal year.

13. Early Termination. The Developer's PILOT obligation shall be reduced in any proportional part due to the early termination of the PPA with respect to one or more, but not all, of the Properties.

14. Covenants of Developer. During the term of the Agreement, Developer will not voluntarily do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement; or
- b. convey, without the express consent of the Town, by sale, lease or otherwise any interest in the Properties to any entity or organization that qualifies as a charitable organization pursuant to General Laws Chapter 59, §5 (Third).

15. Covenants of the Town. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

- a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- b. seek to collect from Developer any property tax upon the Properties or the

improvements thereon (including the Project) in addition to the amounts herein;

c. impose any lien or other encumbrance upon the Properties or the improvements thereon (including the Project) except as is expressly provided herein.

16. Developer and Town agree that this Agreement shall terminate if the Massachusetts General Court abolishes ad valorem tax on property used for the production of electricity.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF WAYLAND

Name:

Title: Town Manager

[Ameresco SPE]

By: Ameresco, Inc., its sole member

By: _____

Name:

Title:

Input Type	Personal Property Rate (\$11,000)	Preliminary Equipment Value																				
Town of Scotts Pt. Account Town Discount Rate	\$ 18.33%	Based on 7500 bond value																				
Personal Property Tax Amount	Escalator		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
McDonald Solar PV			\$ 2,777,112	\$ 2,630,257	\$ 2,489,401	\$ 2,360,546	\$ 2,221,690	\$ 2,082,834	\$ 1,943,979	\$ 1,805,123	\$ 1,666,267	\$ 1,527,412	\$ 1,388,556	\$ 1,249,701	\$ 1,110,845	\$ 971,989	\$ 833,134	\$ 694,278	\$ 555,422	\$ 416,567	\$ 277,711	\$ 138,855
Depreciated Value			\$ 50,504	\$ 48,359	\$ 46,214	\$ 44,069	\$ 41,924	\$ 40,779	\$ 38,634	\$ 36,489	\$ 34,344	\$ 32,199	\$ 30,054	\$ 27,909	\$ 25,764	\$ 23,619	\$ 21,474	\$ 19,329	\$ 17,184	\$ 15,039	\$ 12,894	\$ 10,749
Property Tax			\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599
NPV of Property Tax			\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287	\$ 332,287
Property Tax Levelized			\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238	\$ 584,238
NPV of Levelized Payments			\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212
PILOT Payments			\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599	\$ 434,599
NPV of PILOT Payments			\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212	\$ 29,212

1) I updated the model sent by Ameresco on 12/16/2014 to reflect Ameresco's current estimated equipment costs and to reduce the Town's assumed discount rate in cell B3 from the 5% suggested by Ameresco to the 3% rate in the town's recent bond issuance in January 2014. The NPV of PILOT Payments is calculated by using Goal Seek to arrive at the same NPV of PILOT Payments (cell B15) to be equal to the NPV of Property Tax Payments on Depreciated Equipment Value (cell B9).

2) The Energy Committee suggested to Ameresco that they use \$90k as a convenient, rounded approximation to calculate its proposed power price. Final decision by Board of Assessors and Ameresco. Ameresco will adjust its power price to the Town, based on the agreed figure.

Executive Summary

The Metropolitan Area Planning Council (MAPC) issued a Request for Qualifications (RFQ) to Energy Service Companies (ESCOs) to provide for Comprehensive Energy Management Services for 14 of its member communities. Ameresco submitted a proposal and was subsequently awarded the program.

The procurement allows the participating member communities to enter into energy contracts without further solicitation. Ameresco is currently under contract with the Town for an Energy Services Agreement (ESA) which will enable the design and construction of Energy Conservation Measures (ECMs) through the municipal and school buildings.

Under this proposal, Ameresco offers to engineer, procure, and construct solar PV systems utilizing a Power Purchase Agreement (PPA) with the Town. Ameresco distinguishes itself by building 100% of the projects it is awarded, thus assuring the Town receives the expected solar PV benefits.

The PPA price is dependent on ever changing regulations for SRECs and Net Metering, which requires projects to move quickly from design, permitting, construction, utility witness test, and finally to the authorization to interconnect. Ameresco has the capital and lines of credit to move quickly to engineer and file the necessary permits to meet the regulatory deadlines.

Proposed Solar PV Project

Ameresco propose to install four (4) solar PV systems for the Town of Wayland with a total capacity of **1,288.9kW_DC** delivering **1,537,144kWh** of electricity in the first year. The projects will be engineering, designed, constructed, owned and operated by Ameresco and will required no upfront cost or capital expenditure from the Town of Wayland.. The following four (4) town of Wayland facilities are proposed:

- High School Parking Lot (Carport installation): 587.4kW_DC
- Middle School Parking Lot (Carport installation): 230.6kW_DC
- Town Building Parking Lot (Carport installation): 247.1kW_DC
- DPW Building (Roof mounted installation): 223.8kW_DC

The four proposed systems were evaluated with the assistance of Town committees including: Energy Committee, DPW, School Committee, Buildings Committee, and Conservation Committee. All systems are proposed to be interconnected to the existing utility grid to net meter electricity generated by the systems to existing Town of Wayland electric accounts. The Town of Wayland will be the Host Customer assigned to each new meter installed by the utility. The three carport systems will provide the Town of Wayland with a highly visible demonstration of its commitment to reducing the Town's dependence on traditional carbon emitting sources. The roof mounted system at the new DPW Facility will take advantage of design considerations incorporated into the building's construction to support a solar PV system on its roof. All of

the projects will contribute to the project's economic benefit to the Town in the form of electricity cost savings and a structured tax payment to be paid to the Town by Ameresco.

Proposed power purchase price:

- First Year Power Purchase Price: \$0.128/kWh, escalating 2% annually
- Fixed Tax Adder: \$0.0195/kWh
- Fixed Decommissioning Bond Adder: \$0.003/kWh
- Total First Year Purchase Price, \$0.1505/kWh

Benefits to the Town:

- Annual tax revenue: \$30,000 per year
- First Year Electricity Savings: \$153,477
- Total First Year Benefit: \$183,477
- Estimated 20 Year Benefit (electric savings plus tax rev.): \$4,284,708

Summary of Project Benefits

Zero capital cost

Ameresco will finance and own the solar PV system – eliminating the need for the Town to use its capital or bonding authority.

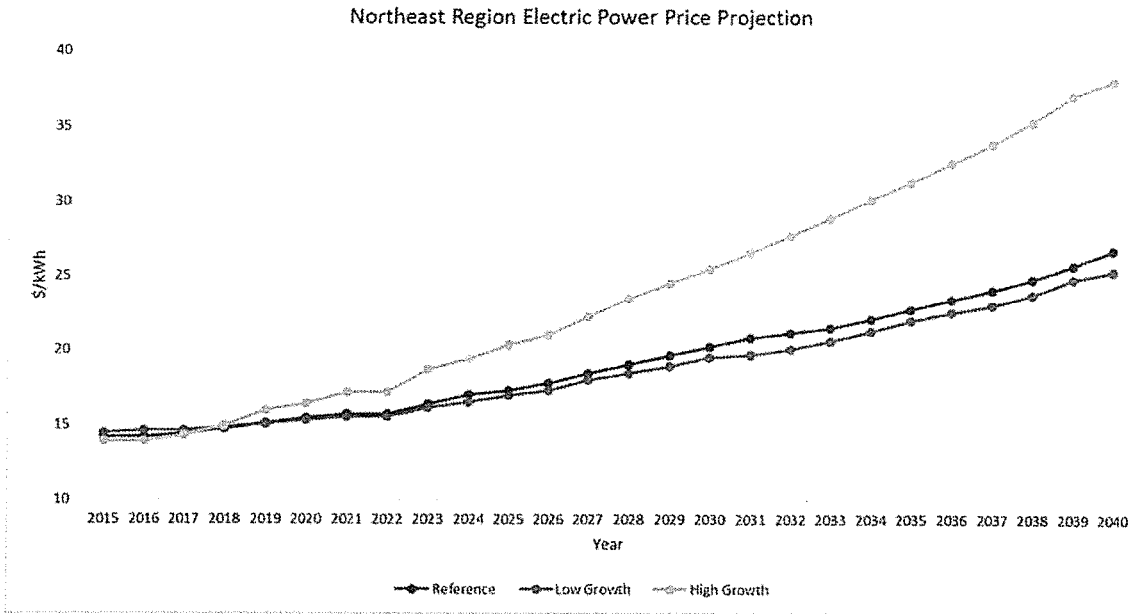
Zero operation and maintenance cost

Ameresco will maintain, repair, and operate the system – eliminating this item from the Town's future operating budget.

Electricity price hedge

The solar PV price is set by the PPA for 20-years and does not vary with the price changes in the future electricity market. The U.S. Energy Information Agency projects Northeast retail power pricing to escalated between 3% and 7% annually between 2015 and 2040.

> **Average Annual Electricity Price Growth Rates:**



Average Annual Growth Rate (2015-2040)		
Reference	Low Growth	High Growth
3.55%	3.04%	6.94%
Average Annual Growth Rate (2015-2025)		
Reference	Low Growth	High Growth
2.22%	1.75%	4.61%
Average Annual Growth Rate (2025-2035)		
Reference	Low Growth	High Growth
3.16%	2.97%	5.40%

Source: Energy Information Agency, 2015

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Electricity cost savings

Utilizing Net Metering, the Town will receive cost savings each year during the life of the project, as shown below. Net Metering credits will be valued at the B5 rate by installing all systems in front of the meter, B5 net metering credit value is \$0.2504/kWh

> Projected Project Benefits to Town of Wayland:

Town of Wayland Solar PV: Summary of Project Benefits										
Contract Year	kWh Produced	Net Metering Credit Rate	Power Price	Tax Adder	Decomm. Adder	Ameresco PPA Rate	Net Metering Credit Less PPA Rate	Yearly PPA/ Net Metering Benefit	Annual Tax Payment	Total Benefit
1	1,537,144 kWh	\$0.2504 /kWh	\$0.1280 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1505 /kWh	\$0.0998 /kWh	\$153,477	\$30,000	\$183,477
2	1,529,458 kWh	\$0.2554 /kWh	\$0.1306 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1531 /kWh	\$0.1023 /kWh	\$156,453	\$30,000	\$186,453
3	1,521,811 kWh	\$0.2605 /kWh	\$0.1332 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1557 /kWh	\$0.1048 /kWh	\$159,469	\$30,000	\$189,469
4	1,514,202 kWh	\$0.2657 /kWh	\$0.1358 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1584 /kWh	\$0.1073 /kWh	\$162,527	\$30,000	\$192,527
5	1,506,631 kWh	\$0.2710 /kWh	\$0.1386 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1611 /kWh	\$0.1099 /kWh	\$165,627	\$30,000	\$195,627
6	1,499,097 kWh	\$0.2764 /kWh	\$0.1413 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1638 /kWh	\$0.1126 /kWh	\$168,770	\$30,000	\$198,770
7	1,491,602 kWh	\$0.2819 /kWh	\$0.1441 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1667 /kWh	\$0.1153 /kWh	\$171,957	\$30,000	\$201,957
8	1,484,144 kWh	\$0.2876 /kWh	\$0.1470 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1695 /kWh	\$0.1180 /kWh	\$175,187	\$30,000	\$205,187
9	1,476,723 kWh	\$0.2933 /kWh	\$0.1500 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1725 /kWh	\$0.1209 /kWh	\$178,463	\$30,000	\$208,463
10	1,469,340 kWh	\$0.2992 /kWh	\$0.1530 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1755 /kWh	\$0.1237 /kWh	\$181,783	\$30,000	\$211,783
11	1,461,993 kWh	\$0.3052 /kWh	\$0.1560 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1785 /kWh	\$0.1266 /kWh	\$185,150	\$30,000	\$215,150
12	1,454,683 kWh	\$0.3113 /kWh	\$0.1592 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1817 /kWh	\$0.1296 /kWh	\$188,564	\$30,000	\$218,564
13	1,447,409 kWh	\$0.3175 /kWh	\$0.1623 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1849 /kWh	\$0.1327 /kWh	\$192,026	\$30,000	\$222,026
14	1,440,172 kWh	\$0.3239 /kWh	\$0.1656 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1881 /kWh	\$0.1358 /kWh	\$195,535	\$30,000	\$225,535
15	1,432,972 kWh	\$0.3303 /kWh	\$0.1689 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1914 /kWh	\$0.1389 /kWh	\$199,094	\$30,000	\$229,094
16	1,425,807 kWh	\$0.3370 /kWh	\$0.1723 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1948 /kWh	\$0.1422 /kWh	\$202,703	\$30,000	\$232,703
17	1,418,678 kWh	\$0.3437 /kWh	\$0.1757 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.1982 /kWh	\$0.1455 /kWh	\$206,362	\$30,000	\$236,362
18	1,411,584 kWh	\$0.3506 /kWh	\$0.1792 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.2017 /kWh	\$0.1488 /kWh	\$210,072	\$30,000	\$240,072
19	1,404,526 kWh	\$0.3576 /kWh	\$0.1828 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.2053 /kWh	\$0.1522 /kWh	\$213,835	\$30,000	\$243,835
20	1,397,504 kWh	\$0.3647 /kWh	\$0.1865 /kWh	\$0.0195 /kWh	\$0.0030 /kWh	\$0.2090 /kWh	\$0.1557 /kWh	\$217,650	\$30,000	\$247,650
Total	29,325,478 kWh							\$3,684,708	\$600,000	\$4,284,708

Sustainability Education: Online Environmental Benefits Display

Ameresco proposes to use Draker for Data Acquisition hardware and software. Draker (<http://www.drakerenergy.com/>), founded in 1999, is a global leader in performance monitoring and control of solar power systems. Draker was the first company in the U.S. to provide independent monitoring and performance analysis data of energy produced by solar PV arrays. To date, Draker's monitoring and management systems have been deployed at over 800 solar PV sites with more than 700MW under management.

Draker offers a suite of software solutions to monitor site specific actual kWh generation and actual weather data. The following images provide a sampling of analysis tools available on their dashboard.

Ameresco will install an LCD monitor at a location specified by the Town of Lenox to publically display all data collected by the DAS. Other municipalities have requested the installation of the LCD monitor to be at Town or City Hall, in schools, and other public buildings.

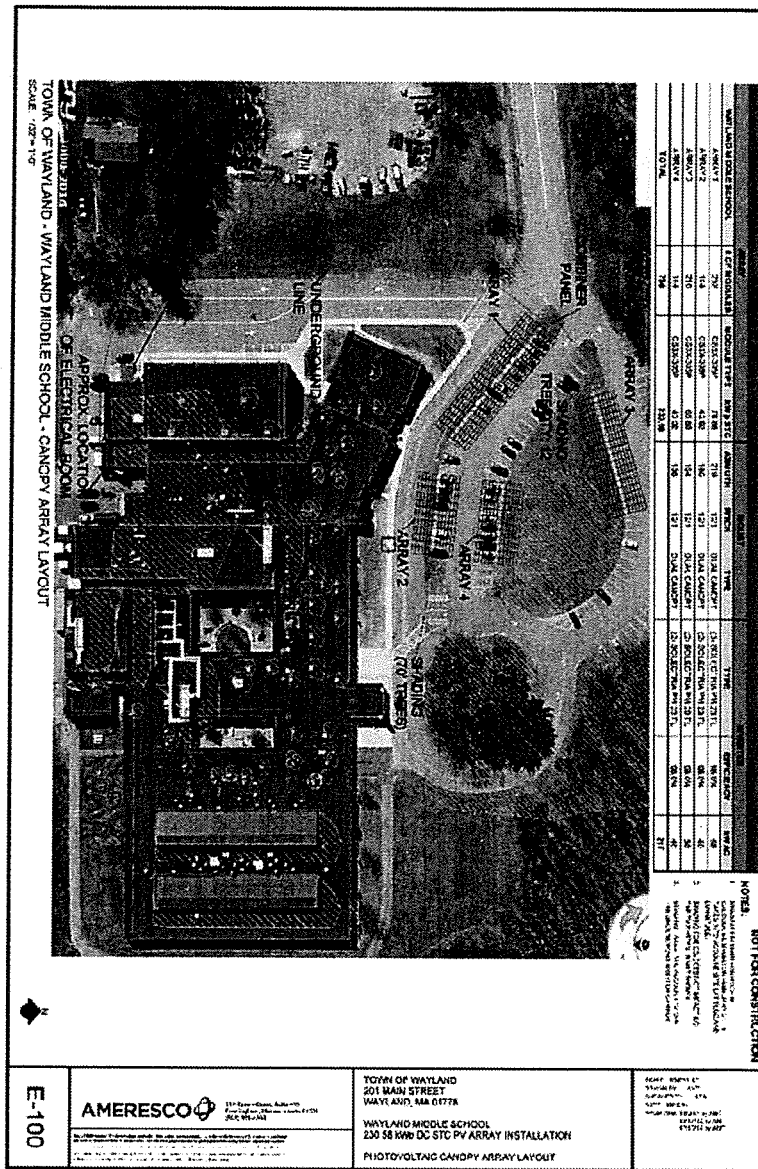
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> DPW Roof Mounted System

- **Inside equipment/ conduit installation:** All equipment and conduit at the new DPW will be installed inside, to maintain the new structures aesthetics to the extent permitted by the Town's electrical inspector
- **No roof penetrations:** Panels will be attached to metal seam roof with non-penetrating and non-corrosive aluminum clamps
 - Only required penetrations will be to run conduit internally, as required by the DPW and Buildings Department
- **No leak issues:** In the event a roof leak occurs, Ameresco will be responsible to immediately fix the leak
- **Maintain existing warranty:** The installation of the solar PV system will not void any existing roof warranty
- **System interconnection to maximize savings:** System will be interconnected in front of the meter in between the existing utility meter and on site transformer to provide maximum net metering credit value to the town

Proposed Solar PV System Locations¹

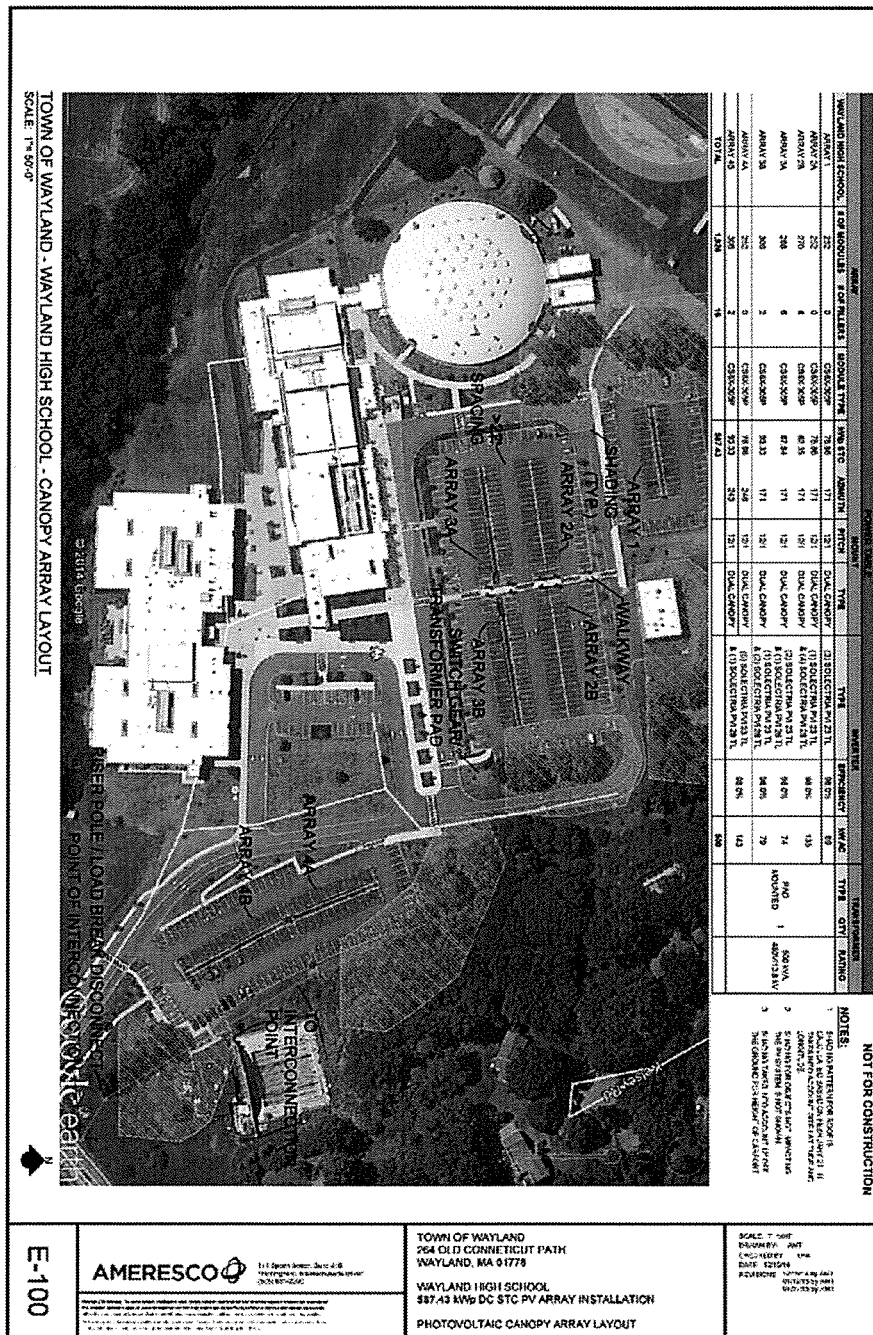
> Wayland Middle School Elevated Carport



¹ The magenta section is the approximate location of the solar PV system. The blue shading designates the shading profile of nearby obstructions.

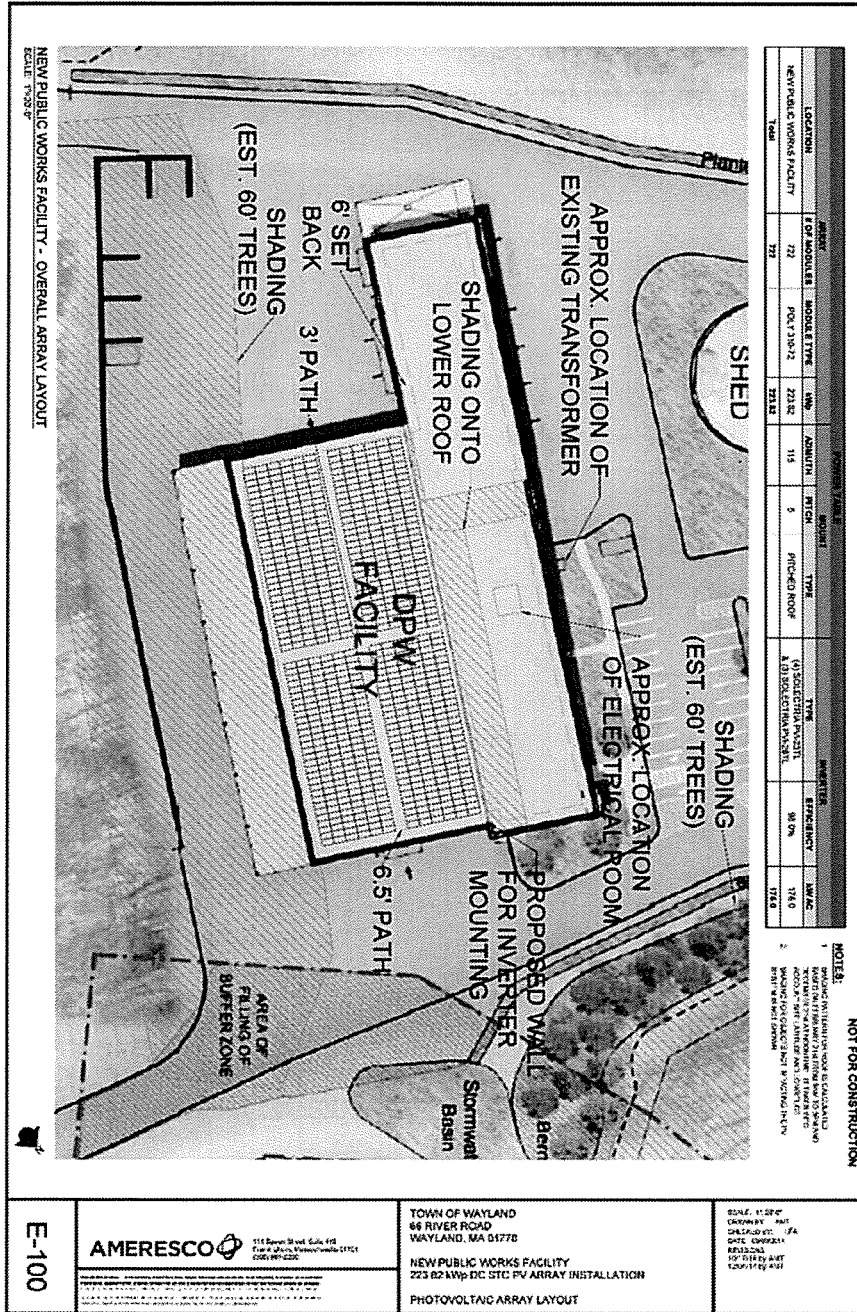
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> Wayland High School Elevated Carport



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> DPW Building



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Next Steps:

- Ameresco and the Town of Wayland will extend existing LOI through June 1, 2015 (through Town Meeting approval and PPA execution)
- Ameresco will submit interconnection applications
- Hold Public Forum on March 18, 2015 on the solar PV projects
- Continue contract negotiation to achieve an executable contract by Town Meeting
- Present project at Town Meeting
- Execute PPA contract as soon as reasonably possible following Town Meeting Approval on April 6, 2015
- Finalize permitting process
- Begin construction in early summer 2015

Pricing notes and assumptions:

- **Property Taxes:**
Ameresco assumes a structure tax agreement with the Town of Wayland equal to an annual tax payment of \$30,000.
- **License/ Lease Payment:**
The PPA price assumes no license or lease payment.
- **Permits:**
The design and PPA price assumes that we will receive all necessary approvals for interconnection from Eversource, and all other permits and approvals from Authorities having jurisdiction.
- **Environmental Review:**
Assumes suggested carport and ground mount areas for solar PV will are not excluded from solar PV installations due to existing environmental conditions. Our design is subject to change following an environmental review by an independent environmental engineer. Pricing assumes Best Management Practices to be finalized for the High School parking lot will not require any water management solutions at the proposed High School parking lot system.
- **End of Term Purchase Price:**
In accordance with Internal Revenue Service (IRS) regulations, the Town may, but is not required to, purchase the PV systems at its fair market value price.
- **Decommissioning Costs:** Ameresco includes the cost of a decommission bond as an adder to the power purchase price. Our system removal cost is net of anticipated salvage value.
- **Regulatory Incentives (SRECS and Net Metering):** We have fully incorporated all financial benefits into our price proposals. These include: Massachusetts' SREC II Incentives, Investment Tax Credit, and RPS Class I Renewable Energy Credits, NStar net metering credits, and accelerated depreciation. The following list shows our assumptions that affect our PPA price Proposal and cost savings:
 - The PV System will be interconnected directly to the local utility, Eversource, and qualify as a public net metering facility with the Town of Wayland as the Host Customer. The projected savings assumes that the Town of Wayland awards the project on a timely basis so that Ameresco can quickly file for an interconnection application to start the interconnection approval process, which can take months at Eversource. Ameresco will file and pay for the interconnection application soon after award.
 - The SREC prices are assumed to be the SREC Clearing house Auction prices (floor price) outlined in the DOER's draft SREC II regulations released on February 12, 2014 for contract years 1-10. We assume that the DOER will change the incentive design to better support the SREC II floor price or auction price.
 - The SREC incentives are adjusted for a Commercial Operation one year after the beginning of SREC-II. For example, in the first year of operation (October 2015 through September 2016) the project will receive on quarter of SRECs at the 2015 Auction Floor Price and three (3) quarters of SRECs at the 2016 Auction Floor Price.
 - The REC eligible generation calculated using 1.0 SREC factor as outlined for parking canopy structures installed for solar PV units in the DOER's presentation from December 13, 2013.

- The REC eligible generation calculated using 0.9 SREC factor as outlined for roof top and ground mounted unit with a capacity >25kW with 67% or more of electrical output on an annual basis used by an on-site load as proposed in DOER's presentation from December 13, 2013.
- In Contract Year 11, the generation will become 100% eligible for Class I RECs.

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Why Ameresco: Size, Reputation, and Strength

Ameresco (NYSE: AMRC) is a leading publicly-traded energy services company headquartered in North America specializing in the development and implementation of energy services including energy generation, energy efficiency solutions and renewable energy systems. Ameresco has the skill, integrity, and financial strength to faithfully perform and complete the proposed work, as is shown by:

- **5 billion dollars of construction projects:** Ameresco has built three billion dollars of energy projects including solar PV, energy efficiency infrastructure improvements, landfill gas generation projects, biogas generation projects, bio-mass generation projects, and geothermal projects.
- **60+ MW of solar PV projects:** Our engineers and construction teams have designed and/or built forty-three megawatts of solar PV projects. Ameresco has financed and provided EPC services for projects in Massachusetts, Ontario, Arizona, Utah, Washington, DC, and other states that support solar PV.
- **62 offices in North America:** We have the depth and breadth of more than 900 employees, comprised of professional engineers, construction managers, finance and capital markets professionals, legal and regulatory professionals, and operation and maintenance staff.
- **Profitable, financially strong public company:** Ameresco (NYSE: AMRC) had a construction backlog as of the end of 2012 of \$1.5 billion. Our 2013 revenues were \$631.2 million and our net income for the year was \$18.4 million.
- **Operate and maintain our solar PV installations:** Ameresco has the in-house technology, staff, and systems to a) continuously monitor solar PV operations, b) report alarms and problems, and c) dispatch maintenance staff using our work order management system. We also test and re-commission each site once a year. This O&M experience provides feedback to our design engineers, creating a virtuous cycle for continuous design improvements.
- **International solar PV equipment distribution business.** Ameresco Southwest, a wholly-owned subsidiary of Ameresco, Inc. is a large, international distributor of solar PV equipment -- enabling us to procure PV panels, inverters, mounting racks, and other system components under high volume, low cost contracts.

Ameresco provides technical, legal, regulatory, and financial expertise to complete projects and realize significant economic and environmental benefits for our customers.

Appendix A: Ameresco's Experience in Solar PV

Ameresco is dedicated to bringing green, renewable, solar energy installations to our customers. Ameresco has installed **60+ MWs of solar PV**. In North America, Ameresco has installed a total of 200 MW of renewable energy generating assets. The following tables summarize Ameresco's solar PV projects in Massachusetts:

Project	Number of Sites	Size kW DC	Location	Financing	Client
Completed Projects					
Fisher Road Solar I	1	6,000	Dartmouth, MA	PPA	Municipality
City of Waltham, Phase II	6	1,738	Waltham, MA	PPA, Grant	Municipality
City of Fall River	4	576	Fall River, MA	PPA	K-12, Municipality
Town of Natick, Phase II	3	522	Natick, MA	PPA	K-12
City of Newburyport	2	502	Newburyport, MA	PPA	K-12, Municipality
Massport - Logan International Airport	2	370	Boston, MA	PPA, Grant	State
City of Lowell, Phase I	5	348	Lowell, MA	PPA	K-12, Municipality
Town of Natick, Phase III	2	311	Natick, MA	PPA	K-12, Municipality
City of Englewood, CO	4	219	Englewood, CO	PPA	Municipality
Town of Natick, Phase I	1	213	Natick, MA	PPA, Grant	K-12
City of Waltham, Phase I	1	193	Waltham, MA	PPA	K-12
Milton Academy	1	192	Milton, MA	PPA	K-12
Bridgewater State University	1	103	Bridgewater, MA	PPA, Grant	Higher Education
Mt. Wachusets Community College	1	97	Gardner, MA	TurnKey	Higher Education
City of Revere	1	47	Revere, MA	ESPC	K-12
Canton Housing Authority	1	46	Canton, MA	PPA, Grant	Housing Authority
Cambridge Housing Authority	1	46	Cambridge, MA	ESPC	Housing Authority
Worcester State University	1	41	Worcester, MA	PPA, Grant	Higher Education
Brockton Transit Authority	1	20	Brockton, MA	Turnkey	Transit Authority
Town of Acton	1	1,592	Acton, MA	PPA	Municipality
City of Lowell, Phase II	1	1,502	Lowell, MA	PPA	Municipality
Town of Sudbury	1	1,502	Sudbury, MA	PPA	Municipality
City of Newton	4	686	Newton, MA	PPA	K-12
City of Melrose	1	301	Melrose, MA	PPA	K-12
Town of Lexington, MA	6	1,110	Lexington, MA	PPA	K-12
Total	53	18,276	kW-DC		
In Construction					
Braintree Electric Light Department	1	1,300	Braintree, MA	PPA	Utility
MassDOT	10	5,464	Various in MA	PPA	State
West Newbury, MA	1	440	West Newbury, MA	PPA	Municipality
Total	12	7,204	kW-DC		

References available upon request.

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Appendix B: Accolades

Ameresco's commitment to being green, clean, and sustainable has been recognized in numerous awards and accommodations, including:

- 2012 **Renewable Energy World Excellence in Renewable Energy Award**, Biogas Project of the Year: DOE Savannah River Site
- In 2003, 2004, 2007, and 2009 Ameresco and its projects were honored with awards from the **U.S. Environmental Protection Agency** for power generation projects that uniquely promoted and enhanced environmental protections and emissions reductions while delivering reliable base load generation to its municipal clients.
- The Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs awarded to the City of Lowell and Ameresco the **Leading by Example Award** for its energy efficiency performance project and solar PV projects at municipal and school buildings from.
- Ranked 7th in **TheGreenJobBank's list of Top 10 Green Employers** of 2012. Ranking was based on number of green jobs posted online in 2012.
- Ranked 29th as part of **The Boston Globe's 24th annual Globe 100 list** of top-performing public companies in Massachusetts.
- Renewable Energy World, 2012 Excellence in Renewable Energy Award Program, **Bioenergy Project of the Year Award**
- Climate Change Business Journal's **2010 Business Achievement Award for Growth in 2011**.
- Listed in **Forbes 100 List of America's Best Small Companies** of 2011.
- 2010 New England Energy Council **Employer of the Year**.
- **Association of Energy Engineers Project Awards** for Ameresco projects in Lowell, MA and Revere, MA

"I applaud Ameresco, one of the nation's leading energy service companies, for its role in bring clean, renewable solar power to state agencies."

Ian Bowles
Former Massachusetts Energy and Environmental Affairs Secretary

"We are pleased to continue and expand our partnership with Ameresco, which has already had a positive impact on our environment and our local economy. These new solar installations will allow for significant energy cost savings that can be redirected into the reinvestment and rebuilding of our community for all residents."

—Bernie Lynch, Former City Manager, City of Lowell

WORKING PAPER -

STEPS TO DETERMINE OVERLAY SURPLUS

line #	FY'03	FY'04	FY'05	FY'06	FY'07	FY'08	FY'09	FY'10	FY'11	FY'12	FY'13	FY'14	FY'15
Initial Allowance for Overlay	306,463	310,599	294,911	387,629	584,368	623,553	1,039,311	1,106,754	1,676,988	1,206,447	973,215	614,727	949,529
Recap of Overlay Surplus Released by BOA Vote since 12/11				9,500	120,000	12,000	378,000	605,000	1,260,000	845,000	550,000		
1. Overlay balance as of March 1, 2015 (note 1)	-	-	-	2,530.00	2,868.77	5,709.08	13,423.01	164,267.17	155,916.42	65,069.44	210,012.81	391,997.42	
2. Property tax receivables as of January 1, 2015 (notes 2 & 3)										12,607.09	62,674.58	195,526.06	
3. Potential Abatements													
4. ATB (note 4)	550.00	1,200.00	800.00	750.00	800.00	3,100.00	800.00	148,000.00	138,500.00	10,000.00	31,800.00	209,500.00	
5. Uncollectable taxes (note 5)							1,767.63	2,381.18	3,554.71	4,551.05	4,478.28	2,320.75	
7. subtotal/potential abatements	550.00	1,200.00	800.00	750.00	800.00	3,100.00	2,567.63	150,381.18	142,054.71	14,551.05	36,278.28	211,820.75	
8. Potential surplus/deficit (notes 6)	(550.00)	(1,200.00)	(800.00)	1,780.00	2,068.77	2,609.08	10,855.38	13,885.99	13,861.71	37,911.30	111,059.95	(15,349.39)	
9. Surplus voted by Assessors													
Potential surplus/deficit after vote													

notes:

1. verify agreement between accounting office records and assessor's records
2. excluding real property taxes secured by tax title
3. request data from Collector and verification that records agree with accounting office
4. assume greatest difference between applicable assessment and taxpayer's estimated value noted on abatement form or for ATB or other documentation
5. review with Collector for pending abatement requests
6. line 1 minus line 2 minus line 7
7. Circuit Breaker applications are processed through 12/31
8. Historical records show that overlay deficit funds had to be raised on the tax recaps of FY 07 (\$399,674) & FY 08 (\$15,029)



Town of Wayland
 41 COCHITUATE ROAD
 WAYLAND MASSACHUSETTS 01778
 www.wayland.ma.us TEL. 508-358-3788

OFFICE STAFF
 Ellen M. Brideau, MAA Director of Assessing
 Denise Ellis, Assistant Assessor
 Jessica Marchant, Administrative Assessor
 Savitri Ramgoolam, Department Assistant

BOARD OF ASSESSORS
 Susan M. Rufo, Chair
 Jayson Brodie, Vice Chair
 Molly Upton
 Zachariah L. Ventress
 David Hill

MEMO

TO: BOARD OF ASSESSORS
FROM: ELLEN BRIDEAU, DIRECTOR OF ASSESSING *enb*
SUBJECT: FY 15 REAL ESTATE ABATEMENTS
DATE: 3/9/2015

The following Twenty Two (22) Real Estate Abatements have been reviewed with Molly Upton and Jayson Brodie and are recommended for approval.

Map	Lot	No.	Location	Abated Value
4	50	6	OXBOW RD	598,500
7	057C	239	CONCORD RD	707,400
10	15	14	LOBLOLLY LN	538,700
11	2	150	CONCORD RD	400,200
11	18	2	HICKORY HILL RD	581,400
11	94	153	CONCORD RD	488,200
14	47	76	GLEZEN LN	475,000
18	46	42	ORCHARD LN	495,900
18	98	72	CONCORD RD	362,700
19	22	95	CLAYPIT HILL RD	2,161,400 1,800,000 <i>enb</i>
21	11	58	RIVER RD	500,500
26	3	269	PELHAM ISLAND RD	377,200
29	21	17	FORTY ACRES DR	2,161,400
36C	2	2	MEADOW VIEW RD	510,400
38	125	31	RICE SPRING LN	506,400
46A	5	476	OLD CONN PATH	367,600
46B	20	225	WEST PLAIN ST	353,300
46D	27	235	LAKESHORE DR	314,900
49	56	31	RICE RD	1,085,000
51D	88	226	COMMONWEALTH RD	335,000
52	92	31	OLD TAVERN RD	554,100
55	4	10	PEMBERTON RD	1,200

Susan M. Rufo 3/9/2015
Zachariah L. Ventress
Molly R. Upton
Jayson M. Brodie
David M. Hill

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF WAYLAND
OFFICE OF THE BOARD OF ASSESSORS**

TO: TOWN ACCOUNTANT/FINANCE DIRECTOR
TREASURER/COLLECTOR

RE: **EXCISE ABATEMENT**
DUE IN THE MONTH OF FEBRUARY 2015

<u>TYPE/REASON</u>	<u>QUANTITY</u>	<u>TOTAL</u>
60A (2014)	9	\$607.72
60A (2013)	4	\$347.20
TOTAL	13	\$954.92

You are hereby notified that excise taxes were abated, as specified in the above schedule, to the aggregated amount of **NINE HUNDRED FIFTY FOUR DOLLARS AND NINETY TWO CENTS**

Faulkner & Newton

Mary R. Upton

Joseph M. Brady

Wayne H. Hill

Diane M. Quifo

BOARD OF ASSESSORS
WAYLAND

Date: MARCH 9, 2015

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF WAYLAND
OFFICE OF THE BOARD OF ASSESSORS**

TO: TOWN ACCOUNTANT/FINANCE DIRECTOR
TREASURER/COLLECTOR

RE: LEVY OF **FISCAL 2015 EXEMPTION**
DUE IN THE MONTH OF FEBRUARY 2015

<u>TYPE/REASON</u>	<u>QUANTITY</u>	<u>TOTAL</u>
ELDERLY EXEMPTIONS	14	\$20,791.15
CPA	19	\$ 1,900.02
CB	1	\$ 1,050.00
TOTAL EXEMPTIONS	34	\$23,741.17

You are hereby notified that taxes were abated/exempted, as specified in the above schedule, to the aggregate amount of **TWENTY THREE THOUSAND SEVEN HUNDRED FORTY ONE DOLLARS AND SEVENTEEN CENTS.**

Leanne G. Ventres

Mary R. Hoton

Joseph M. Brady

Robert M. Hill

Susan M. O'Keefe

BOARD OF ASSESSORS
WAYLAND

Date: *MARCH 9, 2015*

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF WAYLAND
OFFICE OF THE BOARD OF ASSESSORS**

TO: TOWN ACCOUNTANT/FINANCE DIRECTOR
TREASURER/COLLECTOR

RE: LEVY OF **FISCAL 2015 RE ABATEMENT**
DUE IN THE MONTH OF FEBRUARY 2015

<u>TYPE/REASON</u>	<u>QUANTITY</u>	<u>TOTAL</u>
RE ABATEMENT	15	\$ 21,490.57
CPA		\$ 322.35
	TOTAL	\$ 21,812.92

You are hereby notified that taxes were **abated**, as specified in the above schedule, to the aggregate amount **TWENTY ONE THOUSAND EIGHT HUNDRED TWELVE DOLLARS AND NINETY TWO CENTS**

Faith S. Winton

Mary R. Upton

Jayson M. Brodeur

Joseph H. Hill

Susan M. Ruffo

BOARD OF ASSESSORS
WAYLAND

Date: MARCH 9, 2015

✓

PERSONAL PROPERTY ASSESSORS WARRANT TO COLLECTOR

COMMONWEALTH OF MASSACHUSETTS

WAYLAND

OFFICE OF THE BOARD OF ASSESSORS

To: *John Senchyshyn Acting., Collector of Taxes, for Wayland, in the County of SOUTH MIDDLESEX,*

GREETINGS:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the tax list herewith committed to you in the amount of the tax assessed to each such person on **PERSONAL PROPERTY** as therein set forth, with interest, the sum total of such list being **ONE HUNDRED EIGHTY FIVE THOUSAND ONE DOLLAR and SIXTY SEVEN CENTS (\$185,001.67)**, which is the whole amount, exclusive of betterment and special assessments of water liens, assessed to all persons known to us to be liable to taxation on **PERSONAL PROPERTY** situated in **WAYLAND** for state, county, city or town purposes, and for overlay.

And you are to pay over said taxes and interest to **John Senchyshyn Acting**, Treasurer of **WAYLAND**, or to his successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2, and also to give to the Treasurer as aforesaid an account of all charges and fees collected by you. And you are to make written return of said taxes and interest with your tax list and of your doings thereon at such times as the Assessors shall in writing require.

But you are to complete, and make up an account of, the collection of the whole sum hereby committed to you, with interest, on or before June 30 of the fiscal year to which said tax list relates.

And if a person refuses or neglects to pay his tax for fourteen days after demand, you shall issue a warrant to collect said tax including interest, charges and fees. If a person refuses or neglects to pay his tax after you or your designee have notified the person by mail or other means that a warrant to collect has been issued, and you or your designee have exhibited a copy of the said warrant to collect, or delivered a copy thereof to the taxpayer, or left it at his last and usual place of abode, or of business, you or your designee may request a hearing in the district court having jurisdiction. If the court finds that the debt is owed and there is sufficient property and an ability to pay, a warrant to distrain or commit and take the body of such person and commit him to jail shall issue to you or your designee to serve upon said person, according to law. Upon the issuance of the warrant to distrain or commit, you or your designee shall proceed to enforce the collection of said tax in accordance with the provisions of said court warrant.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by the laws of the Commonwealth upon collectors of taxes.

Given under our hands this 9TH day of MARCH, 2015.

Fredrick S. Venton

Mary R. Upton

Jayson M. Wade

Susan M. O'Neil

Board of Assessors of Wayland

This Form Approved by Commission of Revenue



REAL ESTATE ASSESSORS WARRANT TO COLLECTOR

COMMONWEALTH OF MASSACHUSETTS

**WAYLAND
OFFICE OF THE BOARD OF ASSESSORS**

To: *John Senchyshyn acting., Collector of Taxes, for Wayland, in the County of SOUTH MIDDLESEX,*
GREETINGS:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the tax list herewith committed to you in the amount of the tax assessed to each such person on **REAL ESTATE** as therein set forth, with interest, the sum total of such list being **FIFTEEN MILLION SIX HUNDRED THIRTY SIX THOUSAND, TWO HUNDRED SIXTY DOLLARS and SEVENTY NINE CENTS (\$15,636,260.79)**, which is the whole amount, exclusive of betterment and special assessments of water liens, assessed to all persons known to us to be liable to taxation on **REAL ESTATE** situated in **WAYLAND** for state, county, city or town purposes, and for overlay.

And you are to pay over said taxes and interest to **John Senchyshyn acting**, Treasurer of **WAYLAND**, or to his successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2, and also to give to the Treasurer as aforesaid an account of all charges and fees collected by you. And you are to make written return of said taxes and interest with your tax list and of your doings thereon at such times as the Assessors shall in writing require.

But you are to complete, and make up an account of, the collection of the whole sum hereby committed to you, with interest, on or before June 30 of the fiscal year to which said tax list relates.

And if a person refuses or neglects to pay his tax for fourteen days after demand, you shall issue a warrant to collect said tax including interest, charges and fees. If a person refuses or neglects to pay his tax after you or your designee have notified the person by mail or other means that a warrant to collect has been issued, and you or your designee have exhibited a copy of the said warrant to collect, or delivered a copy thereof to the taxpayer, or left it at his last and usual place of abode, or of business, you or your designee may request a hearing in the district court having jurisdiction. If the court finds that the debt is owed and there is sufficient property and an ability to pay, a warrant to distrain or commit and take the body of such person and commit him to jail shall issue to you or your designee to serve upon said person, according to law. Upon the issuance of the warrant to distrain or commit, you or your designee shall proceed to enforce the collection of said tax in accordance with the provisions of said court warrant.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by the laws of the Commonwealth upon collectors of taxes.

Given under our hands this 9TH day of MARCH 2015.

Lambert S. Newton

Mary R. Vpton

Joseph M. Brodeur

Robert M. Hill

Board of Assessors of Wayland

Russell M. Ruffo

This Form Approved by Commission of Revenue



CPA(Community Preservation Act) ASSESSORS WARRANT TO COLLECTOR

COMMONWEALTH OF MASSACHUSETTS

WAYLAND

OFFICE OF THE BOARD OF ASSESSORS

To: *John Senchyshyn acting, Collector of Taxes, for Wayland, in the County of SOUTH MIDDLESEX,*

GREETINGS:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the tax list herewith committed to you in the amount of the tax assessed to each such person on **COMMUNITY PRESERVATION ACT** as therein set forth, with interest, the sum total of such list being **TWO HUNDRED THREE THOUSAND SEVENTY DOLLARS and EIGHTY SEVEN CENTS (\$203,070.87)**, which is the whole amount, exclusive of betterment and special assessments of water liens, assessed to all persons known to us to be liable to taxation on **REAL ESTATE** situated in **WAYLAND** for state, county, city or town purposes, and for overlay.

And you are to pay over said taxes and interest to *John Senchyshyn acting*, Treasurer of **WAYLAND**, or to his successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2, and also to give to the Treasurer as aforesaid an account of all charges and fees collected by you. And you are to make written return of said taxes and interest with your tax list and of your doings thereon at such times as the Assessors shall in writing require.

But you are to complete, and make up an account of, the collection of the whole sum hereby committed to you, with interest, on or before June 30 of the fiscal year to which said tax list relates.

And if a person refuses or neglects to pay his tax for fourteen days after demand, you shall issue a warrant to collect said tax including interest, charges and fees. If a person refuses or neglects to pay his tax after you or your designee have notified the person by mail or other means that a warrant to collect has been issued, and you or your designee have exhibited a copy of the said warrant to collect, or delivered a copy thereof to the taxpayer, or left it at his last and usual place of abode, or of business, you or your designee may request a hearing in the district court having jurisdiction. If the court finds that the debt is owed and there is sufficient property and an ability to pay, a warrant to distrain or commit and take the body of such person and commit him to jail shall issue to you or your designee to serve upon said person, according to law. Upon the issuance of the warrant to distrain or commit, you or your designee shall proceed to enforce the collection of said tax in accordance with the provisions of said court warrant.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by the laws of the Commonwealth upon collectors of taxes.

Given under our hands this 9TH day of MARCH, 2015.

Faithful D. Winters.....

Mary R. Upton.....

Jayson St. Pierre.....

Wendell Hill.....

Board of Assessors of *Wayland*

Russell J. Ruffo.....

This Form Approved by Commission of Revenue

FISCAL YEAR 2015

NOTICE OF COMMITMENT 2015 – FOURTH QTR

The Commonwealth of Massachusetts
The Town of Wayland
Office of the Board of Assessors

To: Town Accountant/Finance Director

You are hereby notified that a **Commitment**, as shown below, has this day been made by the Board of Assessors to John Senchyshyn. The Acting Collector of taxes.

TAX	AMOUNT OF COMMITMENT
PERSONAL PROPERTY TAX	\$ 185,001.67
REAL ESTATE TAX	\$ 15,636,260.79
COMMUNITY PRESERVATION ACT TAX.....	\$ 203,070.87
 OMITTED ASSESSMENT	
REAL ESTATE TAX	\$ 0.00
PERSONAL PROPERTY	\$ 0.00
 ALL SPECIAL ASSESSMENTS	
I/E FINE	
WATER LIEN.....	\$ 0.00
STR BETTERMENT.....	\$ 0.00
TITLE V BETTERMENT.....	\$ 0.00

Board of Assessors
Wayland

Fredrick S. Vinton

Mary R. Vinton

Joseph M. Pappalardo

Robert M. Pappalardo

James M. Pappalardo

Date: *March 9, 2015*



Town of Wayland
 41 COCHITUATE ROAD
 WAYLAND MASSACHUSETTS 01778
 www.wayland.ma.us TEL. 508-358-3788

OFFICE STAFF
 Ellen M. Brideau, MAA Director of Assessing
 Denise Ellis, Assistant Assessor
 Jessica Marchant, Administrative Assessor
 Savitri Ramgoolam, Department Assistant

BOARD OF ASSESSORS
 Susan M. Rufo, Chair
 Jayson Brodie, Vice Chair
 Molly Upton
 Zachariah L. Ventress
 David Hill

MEMO

TO: BOARD OF ASSESSORS
FROM: ELLEN BRIDEAU, DIRECTOR OF ASSESSING
SUBJECT: EXEMPTIONS *One*
DATE: 3/9/2015

I have reviewed the following exemptions and recommend approval.

Seven (7) Statutory Exemptions:

PID	CLS	NAME	FIRST	NO	ADDRESS
07-051	22	PENDERS	JOHN	29	MARSHALL TERR
46D-118	22	RUDENAUER	EDWIN	36	EDGEWOOD ROAD
42B-008	17D	BARRETT	JOHN	352	OLD CONNPATH
52-172	17D	PETERS	CHARLES	264	COMMONWEALTH RD
37-003	41C	DEFLORIO	PATRICIA	8	ANTHONY ROAD

One (1) Property Tax Deferral:

PID	CLS	NAME	FIRST	NO	ADDRESS
37-003	41A	DEFLORIO	PATRICIA	8	ANTHONY ROAD

Fourteen (14) CPA Exemptions:

PID	LAST	FIRST	NO	ADDRESS
42B-008	BARRETT	JOHN	352	OLD CONN PATH
43A-018	BLASOTTO	ETTA	24	INDIAN ROAD
50-082	BOULAY	MARGARET	65	EDGEWOOD ROAD
07-044	COLELLA	STEPHEN J	3	TALLY HO LANE
03-007	COX	ROSE M	199	OXBOW RD
37-003	DEFLORIO	PATRICIA	8	ANTHONY RD
47B-082	DEVEAUX	ESTHER	41	PECK AVE
44-003	GROSS	AARON & LOUISE	135	WOODRIDGE RD
07-049	MAY	LEONARD	28	MARSHALL TERR
25-040	MILLS	ROBERT L	14	SYLVAN WAY
04-029	MURAKAMI	WILLIAM	24	RED BARN RD
47A001	PAGANO	ALFRED	24	BAYFIELD RD
46D-092	VIGNEAU	JANICE	12	FAIRFIELD RD
51A-084	WEBB	ALTON	21	KING ST

Susan M. Rufo
Jayson Brodie
Molly R. Upton
Zachariah L. Ventress
David Hill
 3/9/2015



Town of Wayland
 41 COCHITUATE ROAD
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 Ellen M. Brideau, MAA Director of Assessing
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BOARD OF ASSESSORS
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 Molly Upton
 Zachariah L. Ventress
 David Hill

MEMO

TO: BOARD OF ASSESSORS
FROM: ELLEN BRIDEAU, DIRECTOR OF ASSESSING
SUBJECT: FY 15 CIRCUIT BREAKER APPLICATIONS *One*
DATE: 3/9/2015

I have reviewed the following twenty six (26) Circuit Breaker applications and recommend approval:

LAST NAME	FIRST	NO	ADDRESS
BARRETT	JOHN	352	OLD CONN PATH
BERNSTEIN	ROSLYN	11	STEEPLETREE LN
BOULAY	MARGARET	65	EDGEWOOD RD
BURKE	ANITA	120	W. PLAIN ST
COX	ROSE M	199	OXBOW RD
DEVEAUX	ALBERT & ESTHER	41	PECK AVE
GARCIA	FAUSTO	31	OLD TAVERN RD
GENNARO	MARY	3	GENNARO CIR
GERMAIN	NANCY	27	WOODLAND RD
GLADU	JANET	5	SOUTH ST
JAKOBSONS	BIRUTA	2	CHESTNUT ST
KWARTA	JOANNE	11	EDGEWOOD RD
LAUGHLIN	JOHN	41	PINE RIDGE RD
LEE	MARINA	6	RESERVOIR
MCRAE	MARION	2	BLOSSOM LN
MURAKAMI	WILLIAM	24	RED BARN RD
O'CONNELL	ANTOINETTE	7	FOX HOLLOW
ORLANDO	SUSAN	4	SPRING HILL RD
PINKUL	JOHN	23	DAMON ST
SALERNO	CHARLES & ELIZABETH	8	ROLLING LN
SILVA	FRANCIS	32	PECK AVE
SIMONEAU	BRUCE	8	GOODMAN
SMITH	LILIANE	42	PEMBERTON RD
TRICONI	ANTHONY	48	FULLER RD
VIGNEAU	JANICE	12	FAIRFIELD
WILLIAMS	THOMAS	308	OLD CONN PATH

Susan M. Rufo
Zachariah L. Ventress
Molly R. Upton
Jayson Brodie
David Hill
 3/9/2015