



NAN BALMER
TOWN ADMINISTRATOR
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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

BOARD OF SELECTMEN Monday, May 18, 2015 Wayland Town Building Selectmen's Meeting Room

Proposed Agenda

Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate. The meeting likely will be broadcast and videotaped for later broadcast by WayCAM.

- 6:00 pm 1.) Enter into Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21a(3), to Discuss Strategy with Respect to Pending Actions regarding Ide, et al v. Zoning Board of Appeals et al, Frishman V. Lanza, et al, Carvalho's v. Town, Boelter, et al v. Board of Selectmen, Moss, et al v. Lingleys and Town, Dresens, et al v. Planning Board, et al, Nelson v. Conservation Commission, Bernstein, et al v. Planning Board, et al, and Appellate Tax Board Cases filed by the Wayland Town Center LLC and West Beit Olam Jewish Cemetery Corporation; and to Discuss Collective Bargaining Strategy Pertaining to Contract Negotiations with the Police Union, and all unions, and Pursuant to Massachusetts General Laws Chapter 30A, Section 21a(6), to Discuss the Exchange, Lease or Value of Real Estate in regard to the Municipal Parcel at Town Center; and to Review and Consider for Approval the Following Executive Session Minutes Relative to the Said Subjects:
- April 7, 2015
 - April 13, 2015
- 7:00 pm 2.) Call to Order by Chair
- Announcements; Review Agenda for the Public
- 7:02 pm 3.) Public Comment
- 7:10 pm 4.) Discuss and Vote to Approve OPEB Investment Policy
- 7:20 pm 5.) Discussion and Vote to Declare Wayland a Purple Heart Town and Recognize August 8th as Purple Heart Appreciation Day
- 7:30 pm 6.) Report from IT Consultant
- 8:00 pm 7.) Meeting with Traffic Engineer to Review Glezen Lane Traffic Study
- 8:30 pm 8.) Discuss Options for Route 30 and School Street Intersection – Permanent Mitigation
- 8:45 pm 9.) Discussion and Vote to Approve New Speed Limit on Pelham Island Road/Review Board of Public Works Plan to Address Pelham Island Road Conditions

BOARD OF SELECTMEN
Monday, May 18, 2015
Wayland Town Building
Selectmen's Meeting Room
Proposed Agenda Page Two

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|----------|------|---|
| 9:00 pm | 10.) | Review Proposed Transfer of Land from Board of Public Works to Board of Selectmen |
| 9:15 pm | 11.) | Discussion and Vote to Approve Solar Power Purchase Agreement and Consent Agreement |
| 9:30 pm | 12.) | Discussion on Charge for Municipal Space Planning Committee |
| 9:45 pm | 13.) | Discussion on Date and Vote for 2016 Annual Town Meeting Date |
| 10:00 pm | 14.) | Review and Approve Consent Calendar (See Separate Sheet) |
| 10:05 pm | 15.) | Review Correspondence (See Separate Index Sheet) |
| 10:15 pm | 16.) | Report of the Town Administrator |
| 10:25 pm | 17.) | Selectmen's Reports and Concerns |
| 10:35 pm | 18.) | Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Meeting, If Any |
| 10:40 pm | 19.) | Adjourn |

(4) OPEB

DATE: MAY 18, 2015
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: MEET WITH OPEB COMMITTEE

ACTIONS REQUESTED BY THE OPEB COMMITTEE:

VOTE TO APPROVE THE INVESTMENT POLICY FOR THE OPEB INVESTMENT ACCOUNT

BACKGROUND:

On Monday May 11th, the Selectmen approved the extension of the OPEB Committee's Charge through 9/30/15 and appointed Special Counsel to review the legal structure for the OPEB fund.

On May 18th, the Selectmen also reviewed and commented on the Committee's draft Investment Policy which was further edited after the meeting. The final draft Investment Policy is presented to you tonight for consideration and approval.

Investment Policy for Wayland's OPEB Investment Account

May 12, 2015

Investment Policy:

The policy for Wayland's OPEB Investment Account is to invest the funds in a manner consistent with that of a Prudent Investor¹, such that those funds, along with annual contributions from the Town, will be sufficient to meet the Town's future OPEB obligations.

The initial goal of the fund is to reach a fully funded status by 2038. Fully funded status is reached when the value of the OPEB Investment Account is approximately equal to the actuarial accrued liability. Wayland's policy is to calculate the actuarial accrued liability based on a premium-based forecast of Wayland's actual cash expenditure for OPEB and not on a GASB45-based forecast. After achieving fully funded status, the OPEB Investment Account will be targeted to supplement any annual Town OPEB payments while maintaining a fully funded status as actuarially determined.

Asset Allocation and Rate of Return Goal:

Based on the most recent actuarial review, a long-term 7% investment return goal is consistent with the policy stated above. Table A below gives a guideline asset allocation that historically has been consistent with a 7% return goal.

A broader mix of asset classes could also be used so long as any such investment in those asset is consistent with the Prudent Investor Rule.

Periodic Review:

Annually, the Board of Selectmen will review the investment returns and progress toward the funding goal. An assessment of the investment return goal and suggested asset allocations will be conducted in conjunction with the biennial actuarial review, or more frequently if deemed appropriate by any member of the Board of Selectmen or the Town Administrator or Finance Director. Suggested adjustments to the asset allocations, following a review of the funds with the Town's financial advisors, shall be recommended by the Board of Selectmen.

Investment Governance:

The day-to-day governance of the OPEB Investment Account is to be determined under a separate document.

Table A
Wayland's OPEB Investment Account Asset Allocations:

Asset Class	Target Range	Central Tendency*
Cash	0 - 5%	~2%
Fixed Income	15 - 25%	~20%
Equities	70 - 80%	~75 - 78%
Alternatives	0 - 5%	~0 - 3%

* We use the term "central tendency" to generally describe the mean value or the typical annual return we would expect over a long period of time.

¹ Prudent Investor is defined to be consistent with M.G.L. Ch. 203C.

(S) PURPLE HEART

DATE: May 18, 2015
TO: Board of Selectmen
FROM: John Senchyshyn, Asst. Town Administrator/HR Director
RE: Purple Heart Community

REQUESTED ACTION:

1. Richard Turner, USN Retired/Veterans' Graves Officer and Matt Ching, Veteran's Agent request that the BOS adopt a Proclamation to designate Wayland as a Purple Heart Community.
2. Vote to adopt the Proclamation to designate Wayland a Purple Heart Community

BACKGROUND

As stated in Richard Turner's letter to the Board, upon passage of this resolution, the Town of Wayland will fly the Purple Heart Flag at Town Building on August 7, 2015, in recognition of Purple Heart Day.

Attached: Turner Letter
Purple Heart Town Proclamation



TOWN OF WAYLAND

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TOWN BUILDING
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RICHARD P. TURNER
VETERANS GRAVES OFFICER

DATE: May 11, 2015
TO: Board of Selectmen
FROM: Richard P. Turner, USN RET, Veterans Graves Officer
RE: Purple Heart Town

The Military Order of Purple Heart has been encouraging communities and states around the county to declare themselves as Purple Heart Cities or Towns for nearly a decade. As part of a continued effort to honor the men and women of the town who have served bravely in the Armed Forces, I strongly recommend passage of this resolution. The Town of Wayland has a unique opportunity to take one more step towards becoming the most veteran friendly community in State of Massachusetts.

Upon passage of this resolution, the Town of Wayland will fly the Purple Heart Flag at Town Hall on August 7, 2015, in recognition of Purple Heart Day. Signage at the entrances to the Town limits may be a possibility in the future, pending the appropriate procedures for placing signage along the town limits and State Highways.

This would be a great honor for the Town of Wayland, especially considering the fact we have so many combat veterans living in our community, many of whom I'm sure are recipients of the Purple Heart. As a recipient of the Purple Heart for wounds while serving in the Vietnam war in the US Navy's Mobile Riverine Force in the Mekong Delta, I would feel very honored if the Wayland Board of Selectmen vote to support this endeavor.

Sincerely,

Richard P Turner

Richard P. Turner
Wayland Veterans Graves Office

enc: Draft Proclamation
Letter to Board of Selectmen
News Article
Address of the Military Order of Purple Heart

**PROCLAMATION
PURPLE HEART TOWN**

WHEREAS, the people of the Town of Wayland have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces for the good of all; and

WHEREAS, contributions and sacrifices of the men and women from Wayland who served in harm's way in the Armed Forces have been vital in maintaining the freedom and the way of life enjoyed by our citizens; and

WHEREAS, many citizens in our community have been killed in action while serving in the Armed Forces and have been Posthumously awarded the Purple Heart for their ultimate sacrifice ; and

WHEREAS, many of our citizens have been awarded the Purple Heart for their bodily sacrifice of being wounded in action while engaged in combat; and

WHEREAS, the Purple Heart is the oldest American military decoration in present use and was initially created as The Badge of Military Merit on August 7, 1782 in Newburgh, New York by General George Washington; The award was made of purple cloth, shaped as a heart with the "Merit" sewn upon it; and

WHEREAS, August 7 is nationally recognized as Purple Heart Appreciation Day; and

NOW, THEREFORE BE IT PROCLAIMED, We the Board of Selectmen on behalf of the Wayland Community, go on record to hereby proclaim Wayland, Massachusetts a Purple Heart Town, honoring the service and sacrifice of our nation's men and women in uniform that were wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

ALSO, BE IT PROCLAIMED, We the Town of Wayland will recognize August 7th annually as Purple Heart Day, and urge the people and organizations in Wayland to display the American Flag as well as other public expressions of recognition for our Purple Heart recipients.

Signed this 18th day of May, Two Thousand and Fifteen

DATE: May 18, 2015
TO: BOARD OF SELECTMEN
FROM: ELIZABETH DOUCETTE, MCPPO, FINANCIAL RESEARCH / ANALYST
RE: REPORT FROM IT CONSULTANT

BOARD ACTION REQUESTED:

NONE AT THIS TIME – PURPOSE OF PRESENTATION IS TO PROVIDE A PRELIMINARY ASSESSMENT OF THE TOWN / SCHOOL IT SYSTEM, REPORT ON TASKS COMPLETED AND RECOMMENDATIONS ON NEXT STEPS. THIS PRESENTATION IS A FIRST STEP TO BE FOLLOWED BY FUTURE REPORTS AS REQUIRED.

BACKGROUND:

With funding provided by a current year transfer approved at 2015 Annual Town Meeting the Town, through the School Department, initiated a series of tasks to determine the vulnerabilities in the IT infrastructure that are possible causes of the intrusions into the Treasurer's Office in early 2015.

The current tasks included:

1. A forensic security review by Elysium Digital and CIS MS-ISAC¹ that determined vulnerabilities and assessed the likelihood of risks to other parts of the IT system.
2. The employment of a consultant to:
 - review these findings and recommendations,
 - conduct hands-on systems and network evaluation to further assess security vulnerabilities and IT system configuration, maintenance and procedural issues,
 - create a near-term prioritized plan,
 - make preliminary recommendations on Town / School IT staffing and organization.
3. Initial implementation of the prioritized near-term plan through the School Department.

Next step projects include:

1. Development of an IT user policy and staff training. (Summer 2015).
2. Development of a scope of work and issuance of an RFP, procurement of a consultant and development of a comprehensive 3 – 5 year IT plan.

FISCAL IMPACT:

Through this project the Town / Schools will avoid costly IT security risks and improve IT systems so that Wayland local government can serve residents more efficiently. The costs for the tasks above are estimated to be \$85,000. This investment will guide future investments to secure and upgrade the IT system.

¹ CIS MS-ISAC Center for Internet Security, Multi-State Information Sharing & Analysis Center. The focal point for cyber threat prevention, protection, response and recovery for the nation's state and local governments.



(7) GLEZEN LANE

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TECHNICAL MEMORANDUM

TO: Ms. Nan Balmer, Town Administrator
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

DATE: April 6, 2015

FROM: Kevin R. Dandrade, P.E., PTOE, Principal

PROJECT NO.: T0558.05

RE: Introductory Glezen Lane Neighborhood Traffic Assessment
Summary of Initial Data Collection and Potential Diversion Alternatives

INTRODUCTION

TEC, Inc. has been retained by the Town of Wayland to commence data collection efforts to support a neighborhood traffic study along Glezen Lane that assesses the cut-through trip potential related to the Town Center Project ("the Project"). As part of a settlement agreement with certain plaintiffs who live along Glezen Lane, the Town of Wayland has implemented increasingly stringent traffic calming and travel route diversion measures based on increasing traffic volumes on Glezen Lane. The requirements of the settlement are identified in the Judgment on Count II of the Plaintiff's Amended Complaint, signed by a Justice of the Superior Court on July 16, 2008 (see Attachment A). The following measures have been implemented since the initial occupancy of the Project:

- Designation of a 25 mile-per-hour speed limit
- Truck restriction for through traffic
- Traffic signal improvements at the intersection of Routes 27 and 126
- Nine (9) speed tables to moderate travel speeds
- Various motorist guide signs on Andrew Avenue and Concord Road
- Time-of-day turn prohibition signs at Route 27 / Glezen Lane
- Targeted police patrols to monitor the public's compliance with the turn restrictions

The final mitigation element outlined in the settlement includes a physical change in the geometry of the intersection of Route 27 / Glezen Lane. The roadway opening on the southeasterly side of the existing triangular island would be removed to make the Route 27 northbound right turn onto Glezen Lane particularly challenging. A sketch of the intersection was prepared as part of the recommendations from the Plaintiff's consultant (TEPP LLC). TEC later performed a preliminary layout of the improvement and informed the Town that fire trucks would be required to use the entire width of both Route 27 and Glezen Lane to negotiate the turn. Both exhibits are provided in Attachment B.

The Town informed TEC that the traffic volume threshold for this final change was recently surpassed. The current turn restrictions and pending geometric changes have been a topic of great public interest by residents that have expressed a hardship associated with the



inability to legally perform movements between Route 27 and Glezen Lane to and from destinations to the south unrelated to the Project. Prior to implementation of the final geometric improvements, or a discussion about permanent regulatory turn restrictions, the Town engaged TEC to collect actual traffic data about the Project.

EXISTING AND FUTURE TRIP GENERATION CHARACTERISTICS

The Project has much of its commercial office and retail uses constructed and occupied. The Town Planning Department staff provided a summary of the occupancy that is accurate for the time of the traffic counts in early March 2015 (see Attachment C). Certificates of Occupancy have been issued for 120,737 square feet (SF) of non-residential uses throughout the Project and 12 units (14,558 SF) of residential condominiums within Building 2F. TEC performed comprehensive traffic counts at both ends of Andrew Avenue using both automatic traffic recorders (ATRs) and technicians performing manual turning movement counts (TMCs) at the intersections. The ATRs were installed on each end of Andrew Avenue from Thursday, February 26 through Saturday, February 28, 2015 and again from Thursday, March 5 through Saturday, March 7, 2015. The manual TMCs were conducted during the weekday morning and evening; and Saturday midday peak periods on March 5 and 7, 2015.

The traffic counts provide a conservative assessment of the current site trip generation because it included trips from the 48-unit Wayland Commons 40B residential development, which is not part of the Project. The data, as detailed in Attachment D, shows good consistency between the two separate three-day continuous count periods.

The following table provides a summary of the current peak hour and daily trip generation for the Project:

Table 1 – Existing (March 2015 Actual) Trip Generation

<u>Time Period / Direction</u>	<u>Average Trip Generation</u>
<i>Weekday Daily</i>	6,942 vpd
<i>Weekday Morning Peak Hour</i>	
Enter	179
Exit	<u>126</u>
Total	305 vph
<i>Weekday Evening Peak Hour</i>	
Enter	304
Exit	<u>263</u>
Total	567 vph
<i>Saturday Daily</i>	8,395 vpd
<i>Saturday Midday Peak Hour</i>	
Enter	394
Exit	<u>383</u>
Total	777 vph



Note: vpd – vehicles per day; vph – vehicles per hour

The average daily and peak hour trip generation volumes are calculated and summarized in Attachment E.

The following future land uses or portions of new buildings yet to be occupied will contribute additional trip generation potential for the Project:

- Residential (±113,000 SF / 88 Units) – Brendan Homes
- Retail (approximately ±14,400 SF)
- Office (approximately ±14,400 SF)
- Municipal / Institutional (originally projected as a 40,000 SF library)

Using standard trip generation rates provided by the Institute of Transportation Engineers¹, the remaining development components listed above will understandably increase the number of trips visiting the Project. The table below provides a summary of the estimated total vehicle trips at full build-out in relation to the estimates provided originally in the Project’s Master Special Permit (MSP) filing prepared by Vanasse & Associates, Inc. (VAI)².

Table 2 – Adjusted Trip Generation Projections & Comparison

Time Period	Current Trips	Updated Full-Build Trips	VAI Full-Build Projection	Percentage of Original Estimate
Weekday Daily (vpd)	6,942	10,127	13,940	73%
Weekday Morning Peak Hour (vph)	305	427	315	136%
Weekday Evening Peak Hour (vph)	567	971	1,405	69%
Saturday Daily (vpd)	7,665	10,782	17,898	60%
Saturday Midday Peak Hour (vph)	777	1,164	1,785	65%

Note: vpd – vehicles per day; vph – vehicles per hour

Detailed calculations for the remaining floor areas and units are provided in Attachment F. Although there is a slight increase in the weekday morning peak hour when compared to VAI’s original estimate, the current volumes include the Wayland Commons residential trips. Furthermore, the morning peak hour trip generation from the Project is considerably lower than the prior alternative assuming re-occupancy of the former Raytheon office building prior to construction of the Project.

The remaining daily and peak hour time periods for the Project are expected to result in only 60% to 73% of the originally estimated trip generation identified during the permitting phase. The originally planned 40,000 SF library contributes more than half of the remaining (projected) trips shown above and no shared-trip credits have been applied to the future

¹ Trip Generation Manual, 9th Edition, Institute of Transportation Engineers (ITE), 2012.

² Master Special Permit Traffic Impact and Access Study – Wayland Town Center, Vanasse & Associates, Inc., May 2007; Follow-up Technical Memoranda prepared in August 2007.



numbers. Understanding that the proposed civic use(s) on the site may be different, and less intensive, the resultant future trip generation for the Project could be considerably lower.

POTENTIAL FOR GLEZEN LANE CUT-THROUGH TRAFFIC

The recent data collection effort establishes a significantly lower trip generation rate than originally anticipated. Therefore, the potential for cut-through traffic along Glezen Lane, between Routes 27 and 126, is also lower. The recent turn restrictions that have been implemented and monitored during most daytime hours have likely reduced the turning movements to and from the Project from Route 27 to the north (Glezen Lane related traffic included).

The original MSP traffic projections prepared by Vanasse & Associates, Inc. (VAI), and reviewed by TEC, anticipated a larger percentage of site-related trips that might desire to use the local streets northeast of the Project. However, the local and regional traffic generated by the Project is more heavily concentrated at the Route 20 access point. For instance, the MSP traffic study anticipated 49% of the total evening peak hour trip generation to access the Project via Route 27. Based on the current traffic projections, only 44% is using the Route 27 access point during the same peak hour. During the Saturday midday peak hour, the current 38% use of this driveway is significantly lower than the 47% originally projected. The current and previously projected driveway counts are graphically depicted in Attachments G and H, respectively.

The lower post-occupancy trip generation counts, coupled with the lower documented use of the Route 27 access point, suggests that there is less traffic originating from, or destined to, the northeast. Thus, there is less potential for cut-through traffic along Glezen Lane than originally anticipated. TEC observed the public dialogue with the Board of Selectmen on September 15, 2014 regarding the increasingly stringent regulatory turn prohibitions at the intersection of Route 27 / Glezen Lane. There appear to be two mutually exclusive interests from neighborhood residents:

- a) a desire to curb the potential for commuter and/or Project-related cut-through traffic along Glezen Lane; and
- b) providing reasonable and customary access from the Glezen Lane neighborhood for trips to the Project or elsewhere in the Town to the south.

Based on the limited evidence provided in the recent Andrew Avenue counts, it is possible that the traffic using Glezen Lane might be predominantly generated by the neighborhood residents themselves and may not result in a measurable, impactful volume of regional cut-through traffic. *The most accurate way to assess the actual cut-through traffic volumes is to temporarily remove the turn restrictions (currently a regulatory prohibition required per the Settlement Agreement). If authorized for supplemental tasks on this project, TEC could perform origin-destination traffic counts to track vehicles between Glezen Lane and the Project.*



POTENTIAL TRAFFIC DIVERSION ALTERNATIVES

Glezen Lane has been recognized as a commuter cut-through route for motorists seeking to bypass the Route 20 corridor between Sudbury and Weston, and ultimately toward the Interstate 95 corridor. Knowing that the traffic thresholds have purportedly increased despite increasingly stringent turn prohibitions to and from Route 27, the Glezen Lane traffic increases are most likely associated with other regional background traffic unrelated to the Project. TEC will be performing a detailed review of the historic traffic data along Glezen Lane as part of a subsequent task for this assignment.

The Plaintiffs have requested a list of potential alternatives to the current turn restrictions that may provide a similar or greater reduction in cut-through traffic along Glezen Lane. They would like to review the alternatives prior to considering a temporary removal of the restrictions at the westerly end of Glezen Lane for the requested origin-destination data collection effort.

TEC has identified the following alternatives, at a conceptual level, and provides introductory dialogue on the potential merits of pursuing each:

1. *Modify the turn restrictions at Route 27 / Glezen Lane to prohibit left turns from Route 27 southbound (from Sudbury) onto Glezen Lane and allowing all other movements*
 - The left turn volume is higher than 400 vehicles per hour during the weekday morning peak period due to the eastbound commuter traffic trends and reduces to 82 vehicles per hour during the evening peak hour. This left turn volume is similar to, or higher than, the northbound right turn movement (coming from Town Center) during most weekday periods.
 - Redirecting more than 400 vehicles per hour toward the intersection of Routes 20/27/126 is expected to result in a significant increase in morning commuter congestion. This will affect regional commuters, Glezen Lane residents, and visitors to the Project alike.
 - The westbound commuter traffic on Glezen Lane westbound during the evening peak hours would remain unchanged.
2. *Terminate the westerly end of Glezen Lane in a cul-de-sac near Training Field Road*
 - This will eliminate all potential for cut-through traffic, but will meanwhile eliminate a neighborhood connection from Moore Road, Sedgemeadow Road, Loblolly Lane, Wayside Road, Spruce Tree Lane, Pheasant Run, Orchard Lane, and Training Field Road to Route 27.
 - It reduces the ability for emergency services to respond to an incident from multiple directions and could increase response times.
 - It creates a haphazard street name and numbering system for the general public who may desire to visit residents and do not realize the road does not have a "through" connection and detour routes may not be obvious.



3. Terminate the Glezen Lane in a cul-de-sac west of Concord Road (Route 126)

- This alternative is unlikely to modify commuter cut-through trends along the westerly end of Glezen Lane because many motorists will simply be diverted to Training Field Road. This will also increase the potential for increased cut-through along Plain Road and Claypit Hill Road.
- It similarly creates a haphazard street name and numbering system for the general public seeking to visit sections of Glezen Lane on either side of Concord Road.

Our professional opinion is that these alternatives do not have sufficient merit to warrant extensive traffic analysis or conceptual design and will cause greater travel restrictions for the neighborhood and emergency services.

TEC recommends the following action items:

- Seek a temporary suspension of the terms of the settlement agreement to remove all turn restrictions at the intersection of Route 27 / Glezen Lane for a period of 60 days. (Town Counsel / Board of Selectmen);
- Perform supplemental traffic counts, including an origin-destination tracking study for motorists traveling between Route 126, Glezen Lane, and the Project to quantify the actual cut-through traffic versus neighborhood-related trips (TEC);
- Perform updated turning movement counts and daily traffic counts as an update to TEC's recent work and to verify the accuracy of the radar traffic recorder counts taken historically along Glezen Lane (TEC).

Please contact us at (978) 794-1792 with any follow-up questions regarding the recent trip generation data collection, the potential traffic diversion alternatives, or our recommendations for subsequent action items.

Attachments:

- A - Judgment on Count II of the Plaintiff's Amended Complaint, signed by a Justice of the Superior Court on July 16, 2008
- B - Prior Intersection Sketches (TEPP LLC and TEC, Inc.)
- C - Wayland Town Center Zoning Summary (December 10, 2014)
- D - Andrew Avenue Traffic Counts (February / March 2015)
- E - Current Post-Occupancy Trip Generation Data
- F - Updated Site Trip Generation Estimate - Full Build
- G - Current Traffic Volume Networks (TEC)
- H - Projected Full-Build Trip Generation Estimate & Traffic Volume Networks (VAI)

(8) Rt. 30 /
SCHOOL ST

DATE: MAY 18, 2015
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: RT. 30 AND SCHOOL STREET TRAFFIC MITIGATION

ACTION REQUESTED:

VOTE TO MAKE PERMANENT THE TEMPORARY TRAFFIC MITIGATION AT RT. 30 AND SCHOOL STREET

BACKGROUND

Attached for your consideration are:

1. Recommendation from Police Chief to make the temporary traffic mitigation at Rt. 30 and School Street (Loker Green).
2. Memo and schematic from Kevin Dandrade, (TEC) Town Traffic Engineer, dated 11/3/14 describing results of temporary traffic mitigation from 10/20/14 through 11/3/14.

The Board decided to continue the temporary traffic mitigation and consider making these changes permanent in spring 2015. Prior to the 5/18 meeting, the Police chief will contact business owners in the area. The Police Chief, Traffic Engineer, and DPW Director will be available for this discussion.

FISCAL IMPACT:

The DPW Director received an estimate for \$13,500 for design of the project for which funding is available. The DPW Director estimates the project will cost \$90,000, funded this year if possible from funds available for road reconstruction projects – This will be dependent upon whether funds are remaining after current year road projects are completed.

Memorandum

5/6/2015

To: Ms. Nan Balmer, Town Administrator

From: Robert Irving, Chief of Police

Subject: Traffic Pattern at Lokerville Green

The new traffic pattern at the Lokerville Green continues to prove to be an effective way to mitigate traffic safety and control at this busy intersection. Generally, the response from neighbors, business owners and the general public has been positive. Since implementation, there have been only 3 minor motor vehicle accidents at this location, none of which resulted in injury (attached).

On October 20th, 2014 the temporary traffic pattern was begun. On November 18th, 2014 the Board of Selectmen voted to extend the trial period through the winter.

At this point, I recommend that the Board of Selectmen consider the permanent approval of Option 1 of the TEC recommendations. It may be beneficial if the Board of Public Works, or its chairman, be present during this discussion as they would have the task of implementing these permanent changes.

cc: Mr. Stephen Kadlik, Director of Public Works



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MEMORANDUM

TO: Mr. Stephen Kadlik, Director
Wayland Dept. of Public Works
195 Main Street
Wayland, MA 01778

DATE: 11/3/2014

FROM: Kevin R. Dandrade, PE, PTOE
Principal / Senior Project Manager

PROJECT NO.: T0494

RE: Commonwealth Road (Route 30) at East Plain Street / School Street
Review of Suggested Alternative from John Dyer & Comments from The Villa Restaurant

On behalf of the Town of Wayland, our staff has had the opportunity to participate in the traffic control conversion at the subject intersection on Monday, October 20, 2014 and observe operating conditions during the peak hours several times since its implementation. The regulatory and warning signs proposed by TEC were supplemented with flashing red beacons for the newly proposed stop condition on each East Plain Street approach. This certainly has played an important role in attaining a high level of compliance with the all-way stop control. To date, this field experiment is consistent with TEC's prior analysis and should be considered an interim success.

The following are the general observations regarding the traffic control in the past two weeks:

- The intersection of East Plain Street / School Street has been "calmed" significantly with all traffic required to come to a stop;
- Most approaches to the intersection of East Plain Street / School Street operate with very short queues throughout the day, except:
 - The weekday morning peak hour shows an occasional queue on East Plain Street eastbound that can reach 15-18 cars long; however this queue often dissipates within 5-10 minutes;
 - The weekday evening peak hour occasionally causes a slowly rolling queue on East Plain Street westbound that extends slightly onto Route 30; this is usually limited to 2 to 3 vehicles and dissipates quickly;
- Even during the peak hours, there are times when there are no vehicles waiting at the stop line in any direction. This points to the variability in commuter and school based traffic volumes in the area;
- The motorists that turn from School Street southbound onto Route 30 eastbound are able to traverse the intersection with moderate delays, but at a point where sight lines are significantly improved;
- The motorists that turn from Route 30 westbound onto East Plain Street are performing the movement at a significantly slower speed due to the presence of reflective stanchions;
- Although "one way" (entering) and "do not enter" signs (for exiting movements) are in place, many patrons continue to exit from Mel's/Villa onto East Plain Street westbound; there has been no noticeable increase in cut-through traffic within these private sites;

No crashes, or even apparent near-misses, have been reported to the Wayland Police Department within the past two weeks.

Mr. Stephen Kadlik
Route 30 / East Plain Street / School Street - Observations
November 3, 2014
Page 2 of 2

Based on the current on-site accommodations for traffic at the Villa Restaurant and Mel's Commonwealth Café sites, westbound motorists seeking to exit both sites while obeying the current traffic control measures must pass either in front of, or behind, the Villa Restaurant. With limited space available in the drive aisle in front of the Villa, coupled with the proximity of the Villa's curb cut to the East Plain Street / School Street intersection, TEC recommends reintroducing an egress movement onto East Plain Street. This should be monitored by Town staff to ensure that exiting patrons are not pulling further into the intersection to access Route 30 westbound.

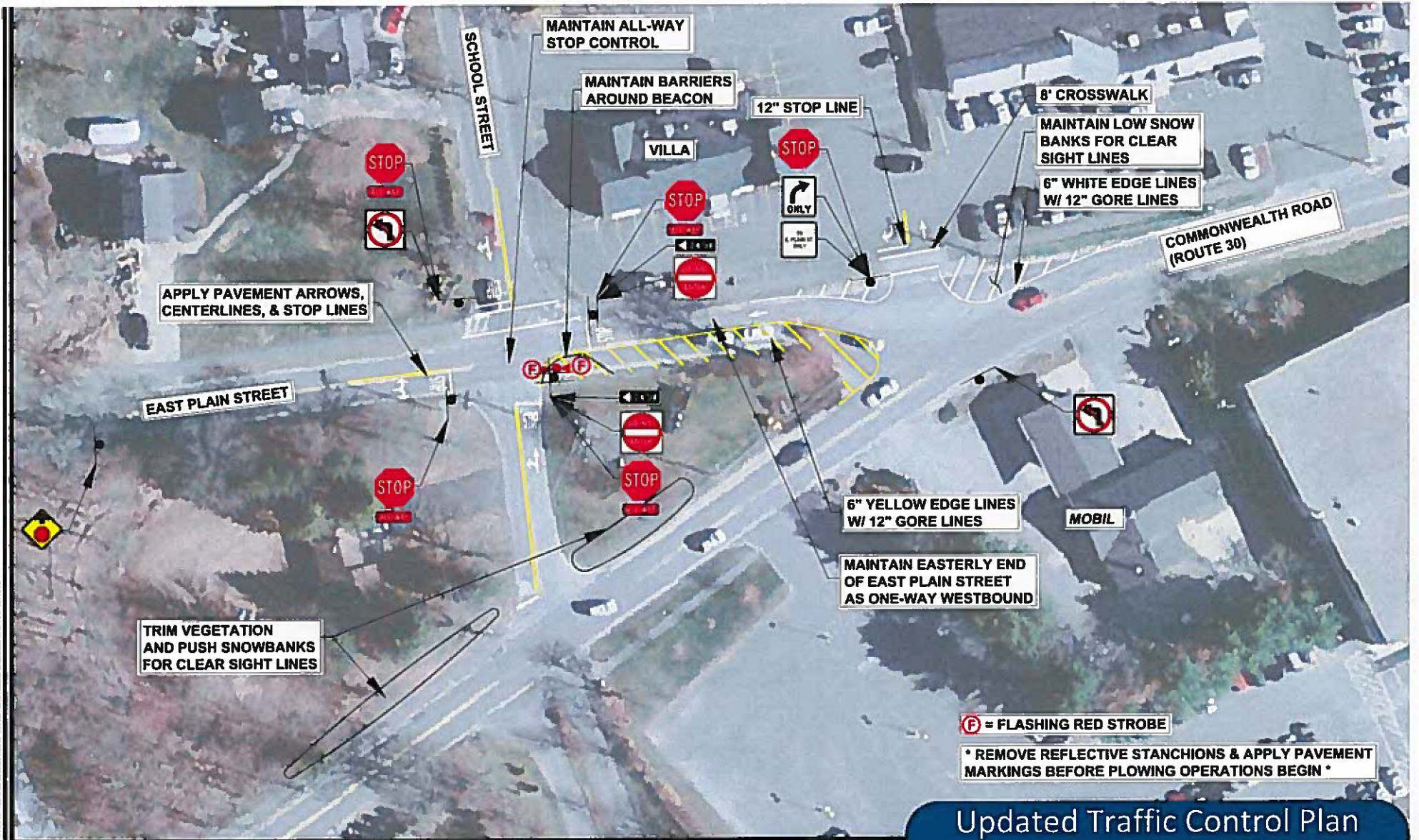
The use of reflective stanchions has been very effective in alerting the motoring public of the identified turning areas and lane restrictions. However, as winter quickly approaches, the Town should consider replacing the stanchions with other interim roadway striping and signing, which will allow safer and more efficient maintenance during plowing operations. Based on discussions with Town staff, the flashing red beacons will remain behind a tapered section of sand-filled barriers within the former eastbound lane on East Plain Street; this should provide better compliance with traffic control over the winter months. The attached sketch depicts areas of recommended roadway striping and complementary signs that can allow similar traffic control throughout the winter months. Snow banks should be stockpiled outside the necessary sight lines at Route 30 / School Street and East Plain Street / Villa / Mel's.

As the Town continues to monitor the operations of the subject intersection, and perform minor adjustments based on field operations, TEC recommends the Town allocate funds for the potential installation of thermoplastic striping, new asphalt berm, excess pavement removal, loam, and seed application in Spring 2015. This would provide a permanent application of the current interim traffic control and striped lane use changes, should it be authorized by the Board of Public Works and Board of Selectmen. This work is estimated at approximately \$15,000.

Please feel free to contact me at (978) 794-1792 x145 with any questions or follow-up comments. Thank you for your consideration.

cc: Chief Robert Irving, Wayland Police Department

Attachment: A – Follow-up Interim Improvements – TEC, Inc. – November 3, 2014



(F) = FLASHING RED STROBE

*** REMOVE REFLECTIVE STANCHIONS & APPLY PAVEMENT MARKINGS BEFORE PLOWING OPERATIONS BEGIN ***

Updated Traffic Control Plan
Rt. 30 / East Plain St. / School St.
WAYLAND, MA
November 3, 2014



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



(9) PELHAM Island

Memorandum

ROBERT IRVING
CHIEF OF POLICE

5/14/2015

To: Nan Balmer, Town Administrator

From: Robert Irving, Chief of Police

Subject: Pelham Island Road Speed Zone Request

I recommend that the Board of Selectmen, as Traffic Authority for the town, request a 25 miles per hour speed zone, from Mass. D.O.T., for the length of Pelham Island Road from Route #20 to the Sudbury town line. The basis for this request is in the data provided in the attached speed zoning study.

RECEIVED

MAY 14 2015

Board of Selectmen
Town of Wayland



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



ROBERT IRVING
CHIEF OF POLICE

Pelham Island Road

Preliminary Study of Conditions

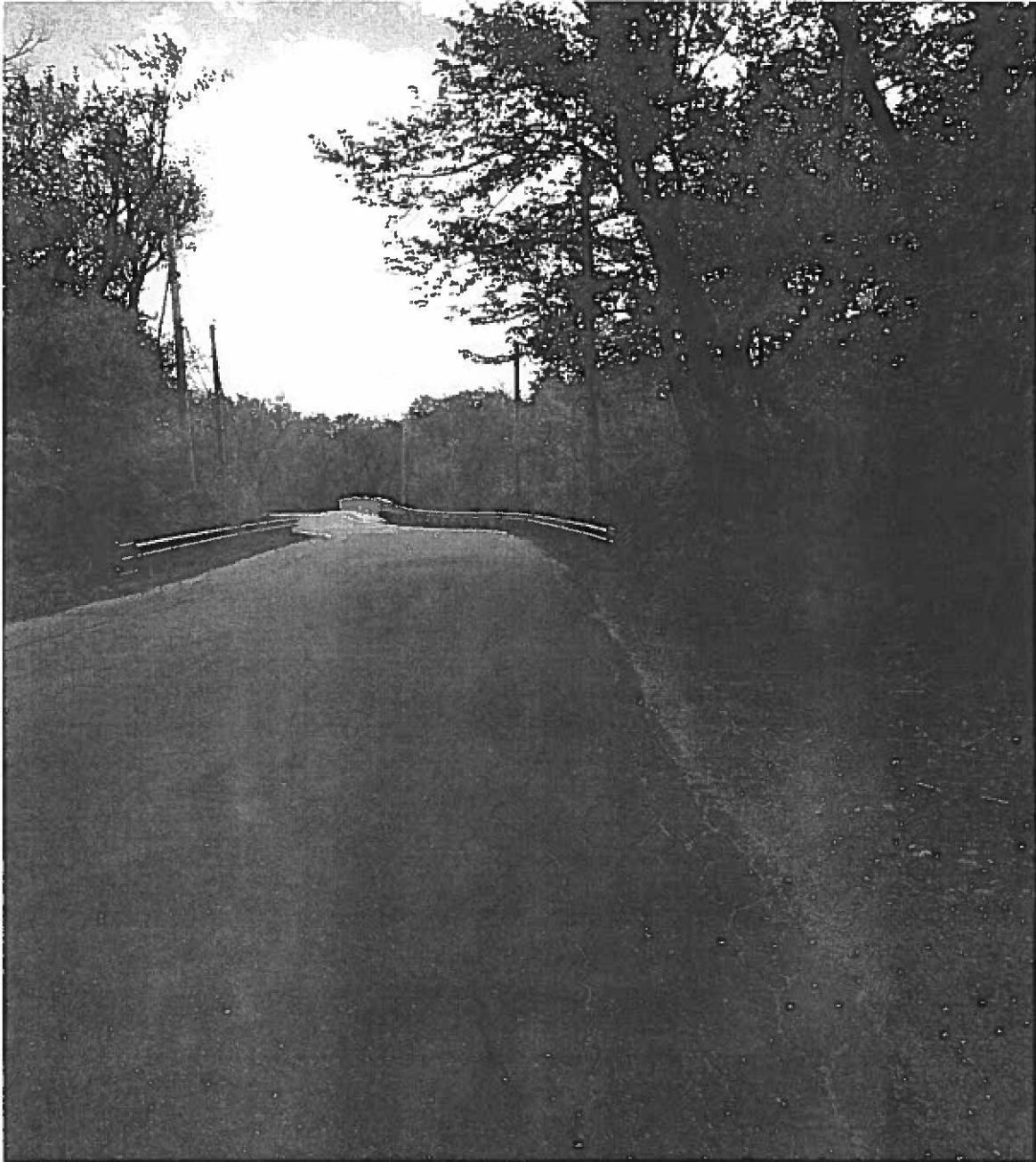
Pelham Island Road Road is 1.8 miles long; width varies from 17 feet 3 inches to 19 feet 8 inches. The road extends from Route #20 to the town of Sudbury line. It is constructed of asphalt/dirt mix and is in poor condition. The road features two sharp curves and a bridge traversing the Sudbury River and has no sidewalks. Part of the road borders a pond. (Attached Photos)

The road is partially in a residential neighborhood with a total of 22 single-family dwellings. Part of the road is in a conservation area.

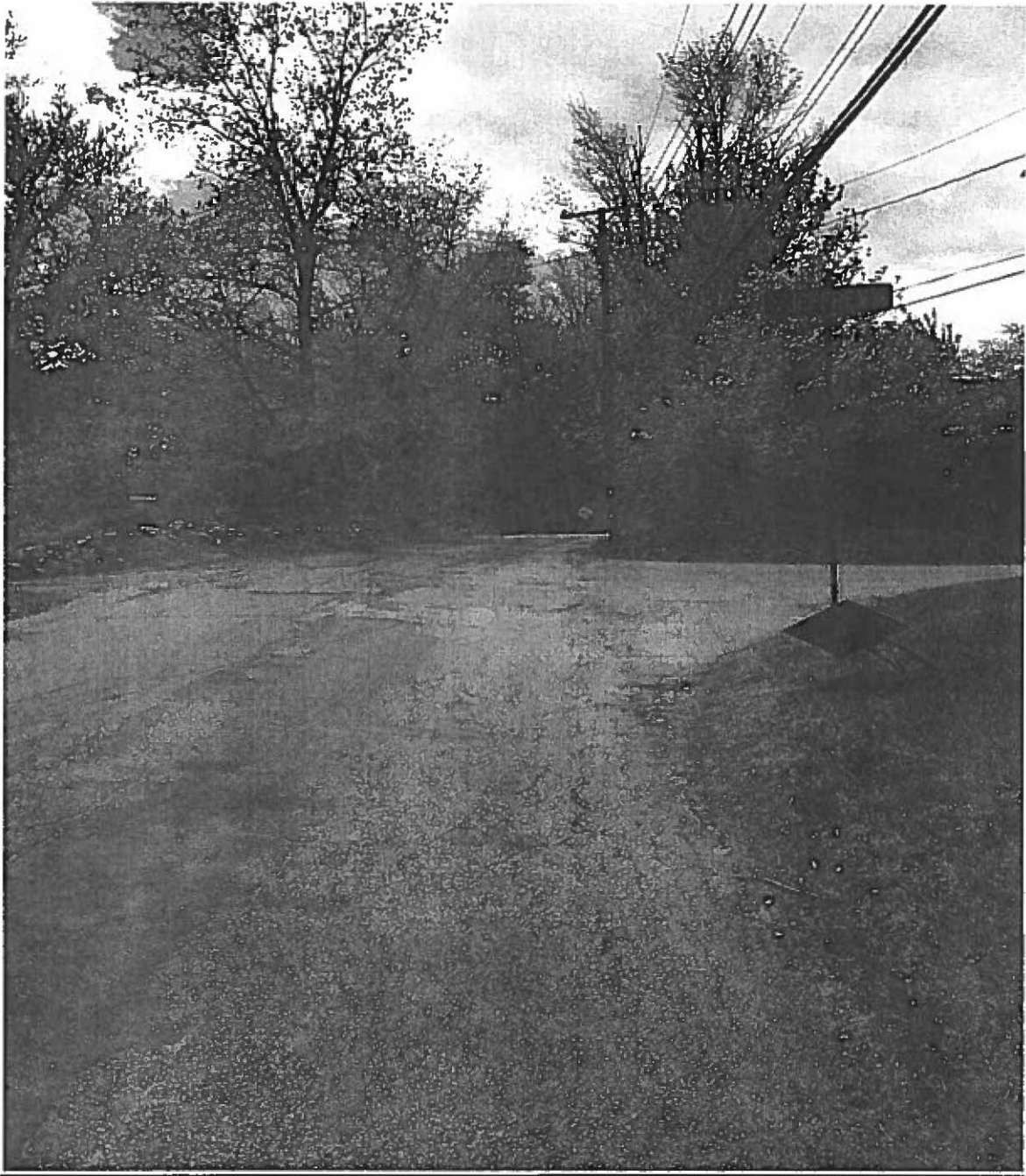
Residents have reported speeding vehicles on this section of roadway and are very concerned for the safety of pedestrians, especially children, who are frequently on this street. The fact that the street is without any sidewalks makes it particularly perilous for pedestrians or bicyclists that must share the road with motorists.

The condition of the road, which frequently floods, requires vehicles to reduce speed to avoid the many potholes that periodically arise.

This road maintains a high traffic volume, due to the fact that it is a cut through road for traffic to avoid travel on Route #20.



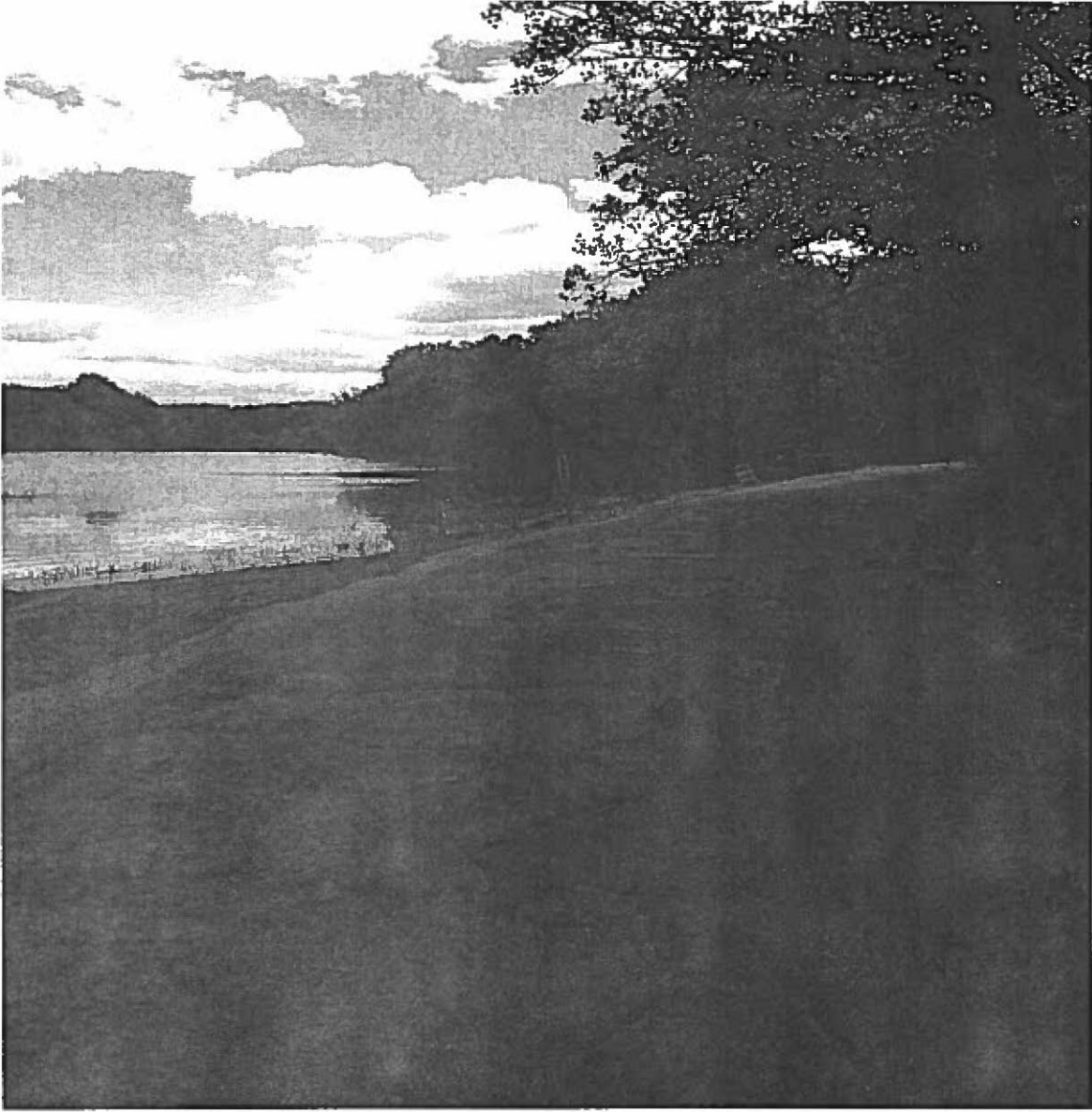
Pelham Island Road Bridge – With Road Narrows Sign



Pelham Island Road @ Jeffrey Road – With Sharp Curve Sign Up ahead



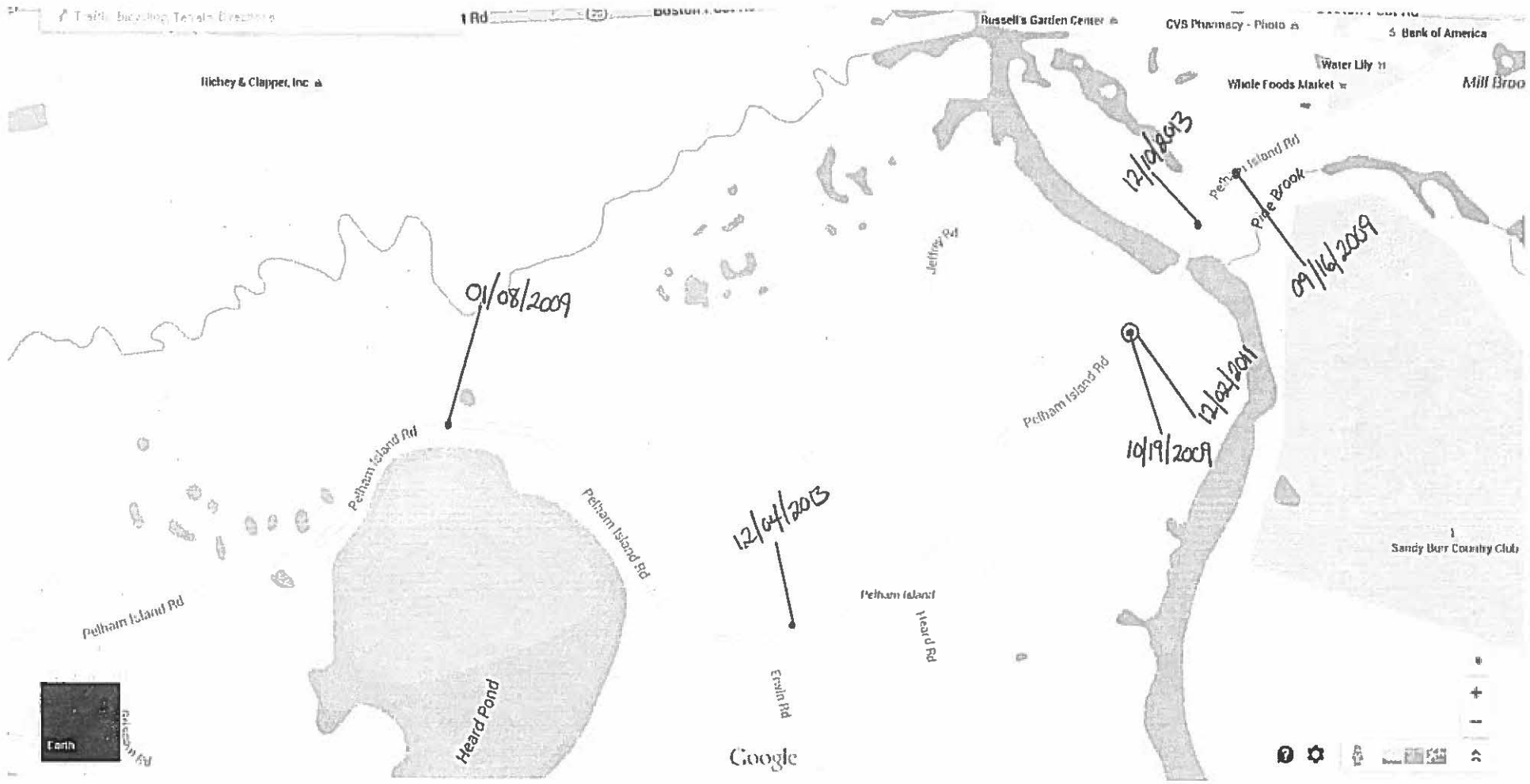
#188 Pelham Island Road – Blind Curve NOT marked



Pelham Island Road @ Heard Pond

Study of Accident Distribution

There have been two reported traffic crashes on Pelham Island Road in the past two years and a total of six in the past five years. Four of the crashes resulted in injury. (See Attached Accident Distribution Map)



Accident Distribution Map

Wayland Police Department Incidents by Type

Printed: 5/14/2015 12:56 pm

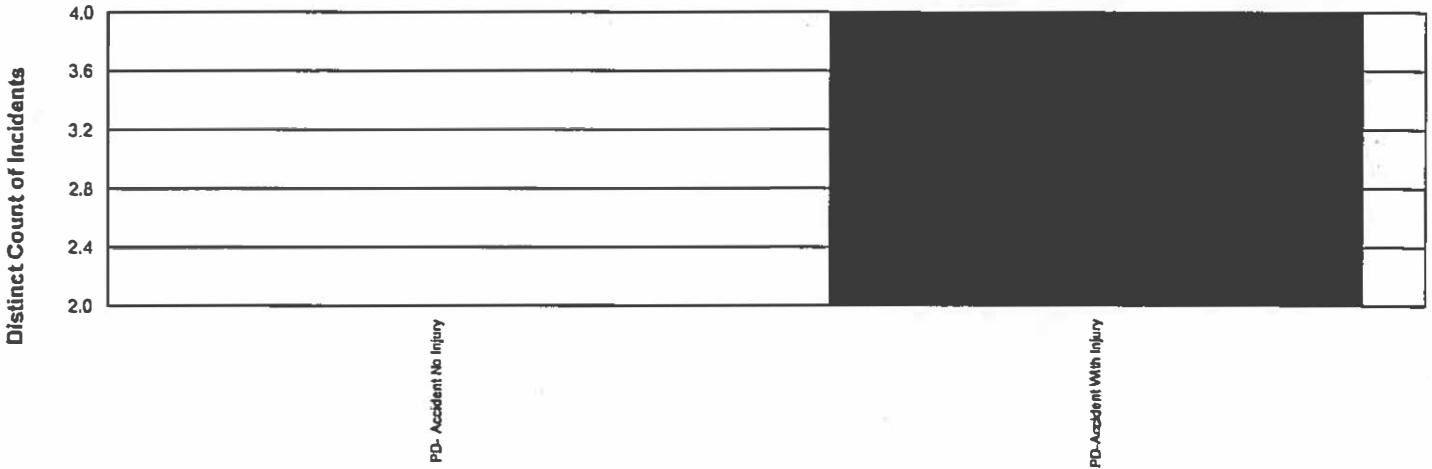
From Date:01/01/2009 to:05/14/2015

Jurisdiction: Town of Wayland

Department: Wayland Police Department

Distinct Count of Incidents by Type

For Department: Wayland Police Department



PD- Accident No Injury

<u>Date & Time</u>	<u>Incident Number</u>	<u>Address</u>
10/19/2009 7:10:50AM	2009000009719	120 PELHAM ISLAND ROAD
12/10/2013 2:57:50PM	2013000013377	101 PELHAM ISLAND ROAD

PD- Accident No Injury : 2

PD-Accident With Injury

<u>Date & Time</u>	<u>Incident Number</u>	<u>Address</u>
1/8/2009 5:59:08AM	2009000000223	235 PELHAM ISLAND ROAD
9/16/2009 6:22:36PM	2009000008614	105 PELHAM ISLAND ROAD
12/2/2011 6:52:06AM	2011000012936	120 PELHAM ISLAND ROAD
12/4/2013 10:28:44AM	2013000013135	180 PELHAM ISLAND ROAD

PD-Accident With Injury : 4

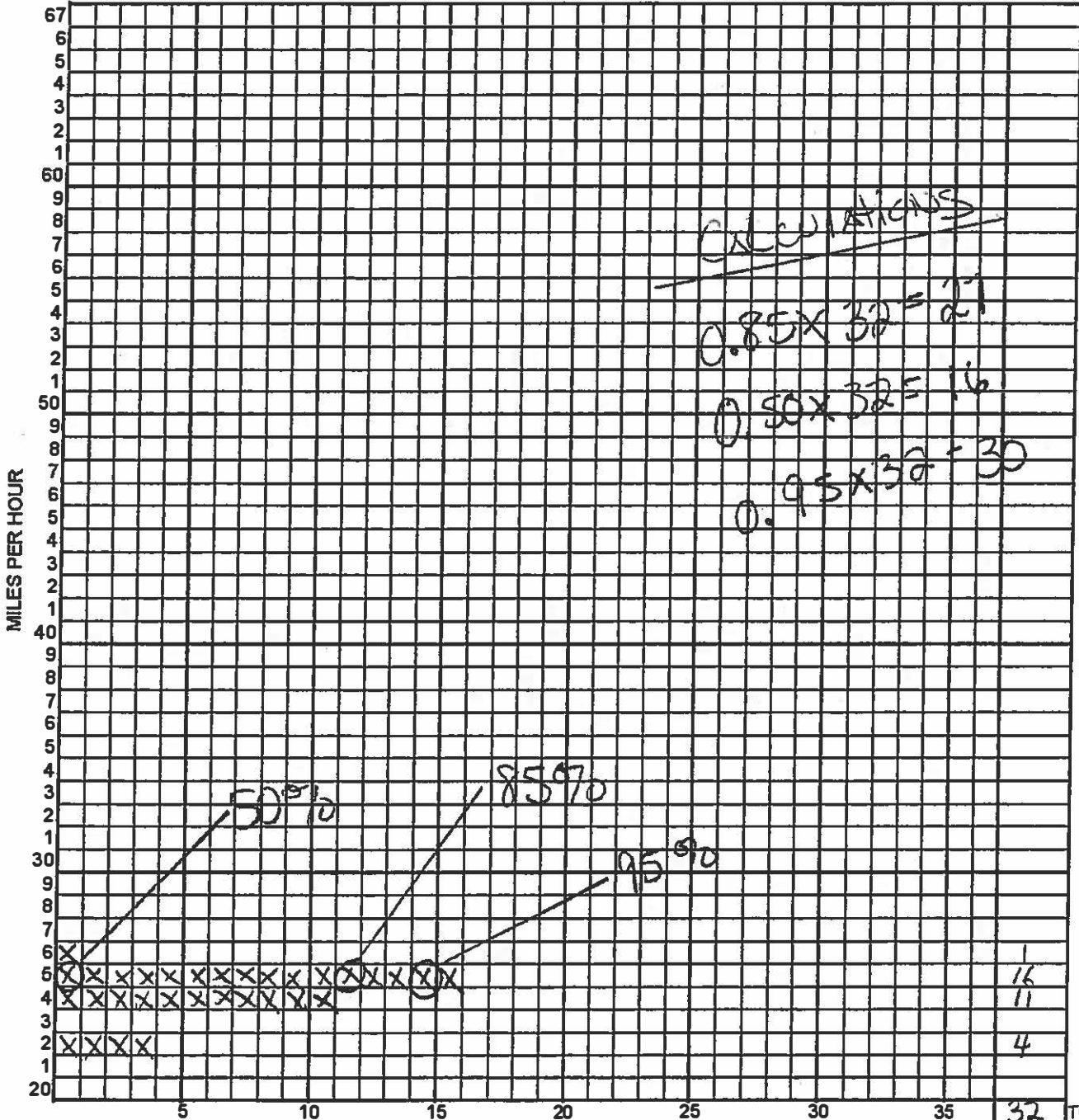
Department: Wayland Police Department : 6

Jurisdiction: Town of Wayland : 6

Total Incidents : 6

SPEED DISTRIBUTION

Location: Route PELHAM ISLANDS ROAD Town WILMINGTON
 Direction of Travel EAST Station FRWIN ROAD
 Date 05/11/15 Time 10:00 AM To 12:00 PM Interval Total



LEGEND: X=Pass. Car
 T=Truck
 S=Semi Trailer
 B=Bus

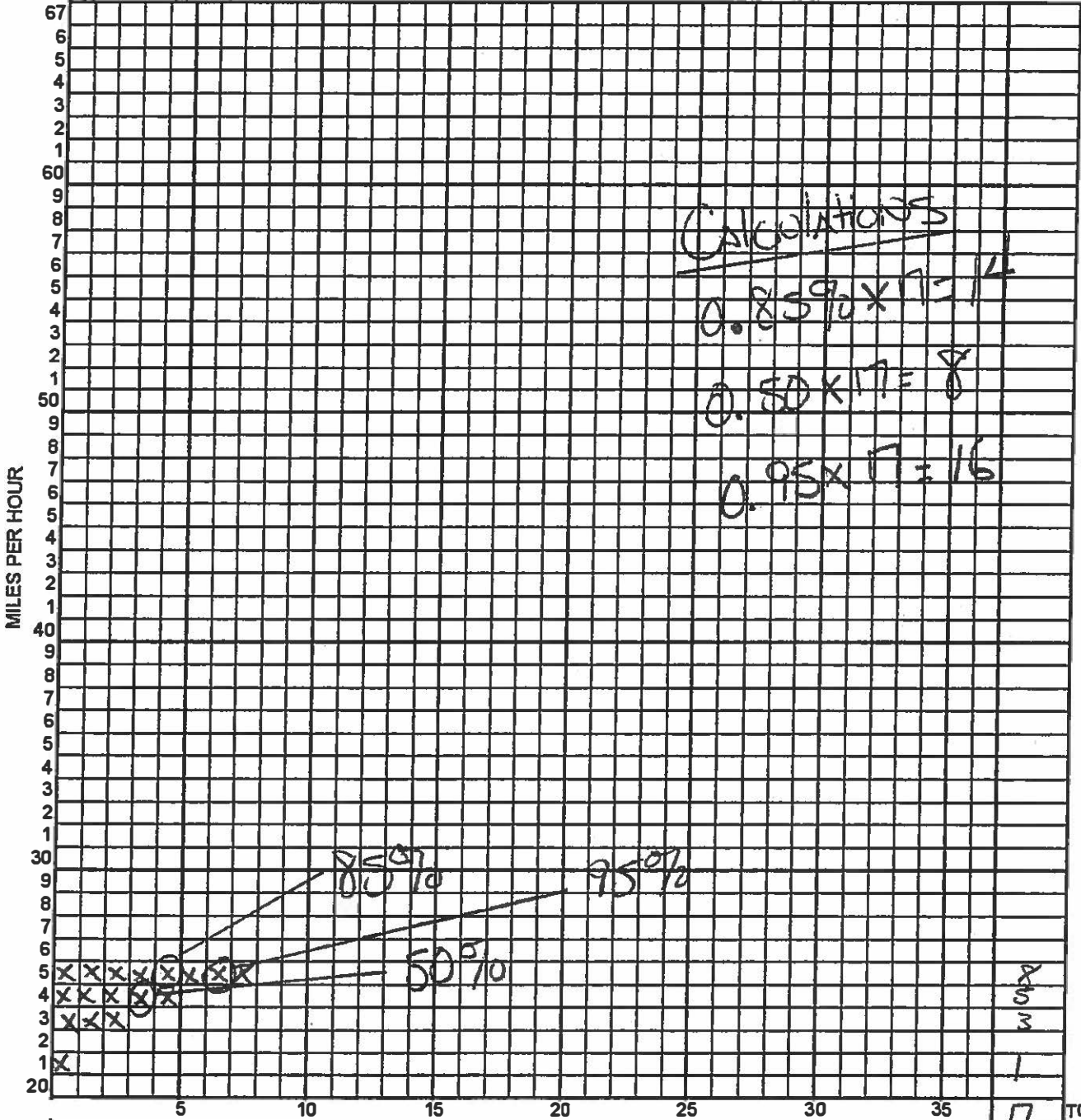
Surface Type ASPHALT
 Weather SUNNY
 Existing Posted Speed / M.P.H.

95% Speed 25 M.P.H.
 85% Speed 25 M.P.H.
 50% Speed 25 M.P.H.
 Mode 25 M.P.H.

OBSERVER M. Wilkins

Massachusetts Highway Department
SPEED DISTRIBUTION

Location: Route Pelham Island Road Town Wauwans
 Direction of Travel West Station Erwin Road
 Date 5/11/15 Time 10:00 AM To 12:00 PM Interval Total



LEGEND: X=Pass. Car
 T=Truck
 S=Semi Trailer
 B=Bus

Surface Type ASPHALT
 Weather SUNNY
 Existing Posted Speed 1 M.P.H.

95% Speed 25 M.P.H.
 85% Speed 25 M.P.H.
 50% Speed 24 M.P.H.
 Mode 25 M.P.H.

OBSERVER M. Wilkins

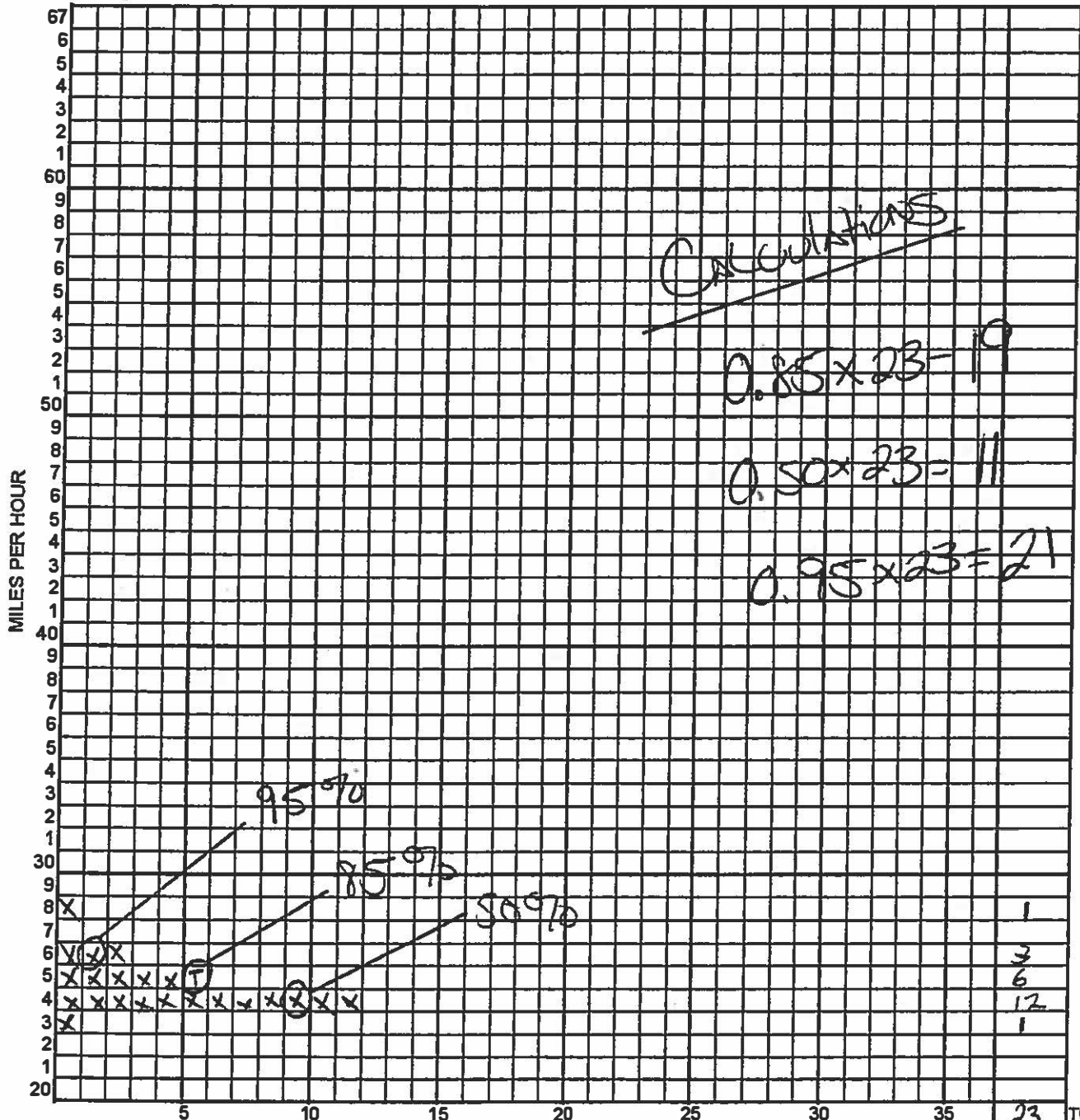
Massachusetts Highway Department

SPEED DISTRIBUTION

Location: Route PELHAM ISLAND ROAD
 Direction of Travel EAST
 Date 5/14/15

Town LYNN
 Station AREA of 120 PELHAM ISLAND ROAD
 Time 4:00 AM To 6:00 PM

Interval
Total



LEGEND: X=Pass. Car
 T=Truck
 S=Semi Trailer
 B=Bus

Surface Type ASPHALT
 Weather SUNNY
 Existing Posted Speed 5 M.P.H.

95% Speed 26 M.P.H.
 85% Speed 25 M.P.H.
 50% Speed 24 M.P.H.
 Mode 24 M.P.H.

OBSERVER M. Wilkins

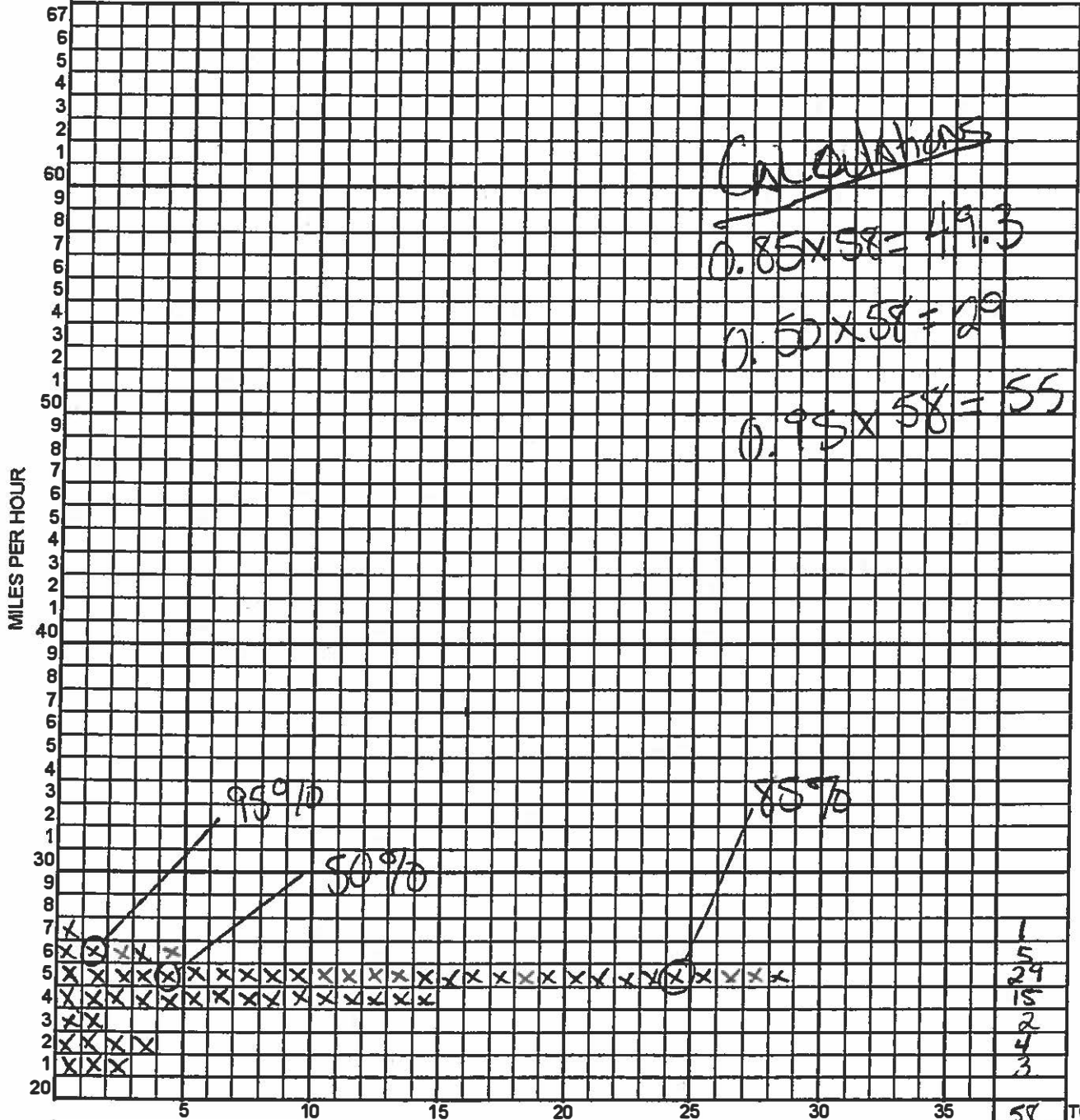
Massachusetts Highway Department

SPEED DISTRIBUTION

Location: Route PELHAM ISLANDS ROAD
 Direction of Travel WEST
 Date 05/14/15

Town WAYLAND
 Station AREA OF 120 PELHAM ISLANDS ROAD
 Time 4:00 PM To 6:00 PM

Interval
 Total



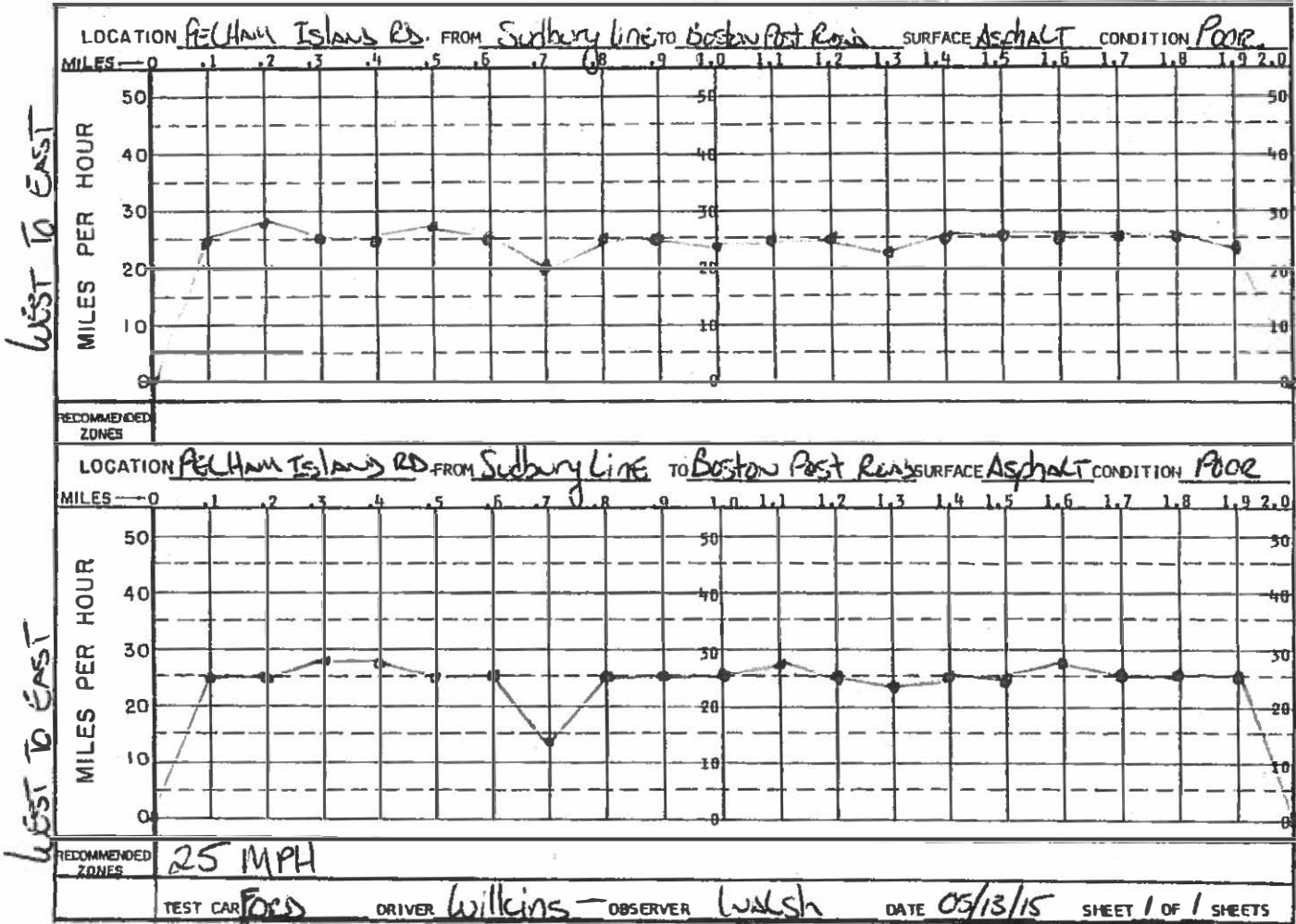
LEGEND: X=Pass. Car
 T=Truck
 S=Semi Trailer
 B=Bus

Surface Type Asphalt
 Weather SUNNY
 Existing Posted Speed M.P.H.

95% Speed 26 M.P.H.
 85% Speed 29 M.P.H.
 50% Speed 25 M.P.H.
 Mode 25 M.P.H.

OBSERVER M. Wilkins

COMMONWEALTH OF MASSACHUSETTS
 SPEED ZONING
 SPEED CONTROL
 TRIAL RUNS



HED-740

Walsh - Wilkins



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

May 17, 2015

Mr. Jonathan Gulliver, Highway Director
Massachusetts Highway Department, District 3
403 Belmont Street
Worcester MA 01604

Dear Mr. Gulliver:

The Wayland Board of Selectmen, the Traffic Authority for the Town, respectfully requests that the Massachusetts Highway Department create a Special Speed Regulation and establish a speed limit of 25 Miles Per Hour for Pelham Island Road from Route #20 to the Sudbury town line, in both directions. This request is made in conformance with Chapter 90: Section 18 M.G.L., Special Regulations, Speed and Use of Vehicles.

Officials from the Town of Wayland have conducted a preliminary study of conditions, completed speed observations, studied accident distribution, and conducted trial runs over the location.

The Town believes that this speed limit is warranted because Pelham Island Road is partially in a residential neighborhood with a total of 22 single-family dwellings. The road includes a bridge over the Sudbury River and, two sharp curves. Part of the road is in a conservation area next to a pond. The road is in poor condition and is subject to frequent floods.

Residents have reported speeding vehicles on these roads and are very concerned for the safety of pedestrians, especially children, who are frequently on this road. The fact that the road is without any sidewalks makes it particularly perilous for pedestrians or bicyclists that must share the road with motorists.

This road maintains a high traffic volume, due to the fact that it is a feeder cut-through for morning and afternoon commuter traffic avoiding Route #20. The road currently does not have a Special Speed Regulation and no posted speed limit signs.

Massachusetts Highway Department
May 17, 2015

Page Two

This road maintains a high traffic volume, due to the fact that it is a feeder cut-through for morning and afternoon commuter traffic avoiding Route #20. The road currently does not have a Special Speed Regulation and no posted speed limit signs.

Respectfully,

Board of Selectmen

Cherry C. Karlson, Chair

Mary M. Antes, Vice Chair

Lea T. Anderson

Tony V. Boschetto

Joseph F. Nolan

10) TRANSFER OF
LAND - BOPW

DATE: MAY 18, 2015
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: TRANSFER OF LAND FROM BOPW TO BOS FOR RIVERS EDGE PROJECT

ACTION REQUESTED: NONE

BACKGROUND:

The BOPW has agreed in principle to the attached motion, drafted by Town Counsel, to transfer land to the Board of Selectmen so the Board can issue an RFP to secure a developer of affordable housing.

BOPW intends to vote on this motion on Thursday May 28th. The draft motion is before the Selectmen in advance of the BOPW 5/28 vote to insure the parties have a mutual understanding of the conditions of the transfer. Because BOPW will incur additional costs after transfer, a summary of these costs prepared by the DPW Director is attached.

FISCAL IMPACT:

The DPW Director provided the attached estimates of costs associated with relocation of the department's storage area.

MOTION RE: RIVER'S EDGE HOUSING PROJECT SITE

BOARD OF PUBLIC WORKS MEETING - MAY __, 2015

I move that the Board of Public Works:

(1) Determine, pursuant to Massachusetts General Laws Chapter 40, Section 15A, that the three parcels of Town-owned land on Boston Post Road, Wayland, Massachusetts (i) known and numbered 490 Boston Post Road, Wayland, Massachusetts, containing 7.63 acres, more or less, as described in an order of taking dated January 11, 1971 and recorded with the Middlesex South Registry of Deeds in Book 11943, Page 420, except for the northerly portion of said parcel shown as "Remaining Lot 'Non Conforming' to be Merged with Map 22, Lot 5 [Lot B 190,411 +/- S.F. (4.37 +/- Acres)]" on the unrecorded plan entitled "ANR Subdivision Plan Assessors Map 22, Lot 3 Boston Post Road Wayland, Massachusetts Prepared for Town of Wayland", dated May 1, 2015, prepared by Darren J. Hardy, P.L.S., WSP Transportation & Infrastructure; (ii) containing 4.5 acres, more or less, as described in an order of taking dated May 15, 1978 and recorded with said Registry in Book 13443, Page 177 and shown as Lot A on a plan entitled "Plan of Land in Wayland, Mass. Showing Land Owned by William W. and Mary P. Lord" dated February 28, 1978, prepared by the Wayland Engineering Department and recorded with said Registry of Deeds as Plan Number 482 of 1978; and (iii) containing 1.0 acre, more or less, and described in an order of taking dated November 15, 1965 and recorded with said Registry of Deeds in Book 11003, Page 389, except for so much of said one (1) acre lot which lies within the Wayland Landfill Access Road as shown on Appendix F in the Warrant for the 2014 Annual Town Meeting (collectively the "Locus"), are no longer needed for municipal public works purposes; and

(2) irrevocably transfer the care, custody, management and control of the Locus to the Board of Selectmen, effective upon the execution of a land disposition and development agreement between the Town and a party acquiring an interest in and developing the Locus, for the purpose of conveying, selling, leasing or otherwise disposing of said parcels of land for affordable housing and market rate housing and accessory uses and structure purposes in accordance with the vote of the 2014 Annual Town Meeting under Article 16 of the Warrant therefor. Nothing in this motion shall be construed as limiting the authority of the Board of Selectmen to retransfer custody of the Locus to the Board of Public Works pursuant to a future town meeting vote. The Board of Public Works would like to advise the Town that moving on-going operations to a different site will mandate increased funding levels to maintain current operations.

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JAN 15 2015

Board of Selectmen
Town of Wayland

Proposed Rivers Edge Site

The DPW currently uses the approximate 4 acres parcel of land where the Rivers Edge Site is proposed. The area has been used for many years for a variety of uses from snow storage, to the staging area of materials for the day to day operations. On the North side of the property there are several Police agencies including Wayland which use the site as a gun practice range for training purposes. If the DPW was to lose the current site the additional costs and labor would increase dramatically. Below we have calculated some cost estimates and uses. Whenever daily offsite trucking is needed a loss of onsite production will suffer and delay future work.

Removal of Current Materials:

Currently there is over 150,000 cubic yards of materials on site which would have to be removed
***At a cost estimated at well over \$1,350,000.00**

Wood chips:

We currently generate over 1500 cubic yards of wood chips yearly. These wood chips are stored and used on roadside projects as needed.

***We can dump wood chips at Cavicchios in Sudbury at no dumping cost, but the cost of labor and trucking. @ \$35. Truck, \$22. Driver x 2 \$ 79.00 per trip, 1500CY \$23,700.00**

Road Millings:

Currently Road Millings are stock piles during road construction to be removed at later dates which allows the DPW to have cost savings from the contractors.

***Costs of hauling millings during construction, time and trucking. Costs upward of 10% of Road Construction Contracts**

Bituminous berm & bituminous asphalt:

During road construction all berm is removed and trucked to DPW site, as well as all asphalt removed during catch basin or manhole rebuilds, and during any cutting of the roads. We estimate we accumulate @ 150-200 cubic yards a year.

For Contractual services we allow them to use our facility to save on the contract.

***We have priced the removal of Bituminous asphalt \$10.00 per cubic yard, Cost of trucking and labor \$35.00 truck \$22.00 Driver 200CY \$4300.00**

Concrete:

Currently generate @ 75 – 150 cubic yards of concrete yearly, from Catch basin, Manhole rebuilds and repairs, also many other Park division and Highway projects within town.

***Cost of removal of Clean concrete no rebar \$10.00 per CY. Cost of trucking and labor \$35.00**
truck \$22.00 driver 150cu yrd \$3210.00

Road reclaim materials:

Full depth reclamation during road construction generates upwards of 2000 cubic yards of usable materials which we store towards future construction of sidewalks, roads and other projects. This is a large savings to the town do to the limited need for purchasing processed gravel. If we were not able to store this material we would have to incur the higher cost of contractual services for reclamation. Also we would have to purchase processed gravel as needed

***Processed gravel \$15.00 CY \$30,000.00**

Snow Storage:

During winter months after a large snow storm or the accumulation of several storms it is necessary to remove road side snow in the business districts and along certain intersections and sidewalk areas as needed. Also limited snow storage areas at the High School require us to remove the snow from there as well. if we lose the snow storage area at the current garage 195 Main Street due to the move and take away the front pit areas we will have no snow storage areas available.

***Rent a snow melter unit to melt and filter accumulated snow that would have been moved. This would require approval from the Conservation Commission for discharge of the water. Rental for season, average time used and fuel use. \$150,000.00 plus fuel usage at the rate of 100 gallons per hour.**

Future Area Requirements:

All the information in this document still doesn't answer the question what to do with the accumulation of earth spoils that derive from daily work, projects and water breaks. The DPW would still need a lay down area for the materials even if we were to screen and separate in house. There is also a severe need for several hundred yards of processed gravel that is available at all times for backfilling emergency water breaks and dry fill as needed. We feel as if a parcel of land at a minimum of 2 acres would be the least area we could utilize productively.

***cost of screening plant rental \$6000.00 per month**

11 SOLAR



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Kenneth Keefe
PUBLIC BUILDINGS DIRECTOR
TEL. (508) 358-3786
www.wayland.ma.us

BOARD OF SELECTMEN
LEA ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

DATE: May 14 2015
TO: Nan Balmer, Town Administrator
FROM: Kenneth "Ben" Keefe, Public Buildings Director
RE: Solar Project Power Purchase Agreement (PPA), Consent Agreement, and Interconnection Service Agreements (ISA).

REQUESTED ACTION:

BOARD OF SELECTMAN VOTE TO AUTHORIZE THE TOWN ADMINISTRATOR TO SIGN THE PPA, CONSENT AGREEMENT, AND INTERCONNECTION SERVICE AGREEMENTS WHEN SUBJECT DOCUMENTS HAVE BEEN FINALIZED AND APPROVED IN FROM BY TOWN COUNSEL.

BACKGROUND:

Annual Town Meeting authorized the Board of Selectman, with approval of Town Counsel as to form, to enter into and execute the subject solar power project agreements. These documents have been negotiated by the Public Building Director with assistance of Town Counsel and the Energy Initiatives Advisory Committee.

The documents are complete technically and substantially, however Town Counsel review is still pending.

The PPA establishes all details of the relationship between the Town of Wayland and AMERESCO concerning the construction, operation, maintenance, disposition, and financial arrangements of the solar power generation projects at four sites in Wayland.

The Consent Agreement recognizes that AMERESCO intends to transfer ownership of the system and assign the PPA to DLL Solar Trust while simultaneously leasing the system from DLL Solar Trust. This is a common/standard financial arrangement in projects of this type.

The Interconnection Service Agreements are site specific and detail the requirements of the net metering agreements with EVERSOURCE for the solar power generation project. The ISA for the DPW Building is currently the only site prepared to date. The other sites will follow the identical format.

Attached are the current versions of the subject documents.

SOLAR POWER PURCHASE AGREEMENT

THIS SOLAR POWER PURCHASE AGREEMENT ("*Agreement*") is made and entered into as of this ___ day of _____ (the "*Effective Date*") by and between the Town of Wayland, Massachusetts, with an address of 41 Cochituate Road, Wayland, Massachusetts 01778, a municipal corporation of the Commonwealth of Massachusetts, acting through its Board of Selectmen ("*Buyer*") and Wayland Municipal Solar LLC, a Delaware limited liability company with an address of 111 Speen Street, Suite 410, Framingham, MA 01701 ("*Developer*"). Buyer and Developer are sometimes hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*".

RECITALS

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

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

WHEREAS, Buyer is the Host Customer of the Facilities;

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

Section 1. DEFINED TERMS; RULES OF INTERPRETATION

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

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

"*Agreement*" means this Power Purchase Agreement, including all Exhibits and attachments hereto.

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

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

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

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

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

“Buyer Termination Payment” means an amount payable by Buyer to Developer in the event of termination of this Agreement as a result of an Event of Default, as set forth in Exhibit E-1 attached hereto.

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

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

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

"Construction Commencement Date" means the date of commencement of actual construction activities on at least one of the Properties in connection with the installation of the System.

"Contract Year" means a 365-day period commencing on the Commercial Operation Date, and each subsequent 365-day period thereafter.

"Costs" means (i) all reasonable attorney's fees and expenses incurred by the relevant Party in connection with the termination of this Agreement, and (ii) all reasonable costs and expenses incurred by the relevant Party in removal of the Facilities and (iii) breakage fees related to Developer's financing or early termination of purchase and sale contracts for Environmental Attributes; provided that the relevant Party uses commercially reasonable efforts to mitigate such Costs.

"Decommissioning Assurance" means financial security in the form of a bond in form reasonably acceptable to Buyer which is to be established by Developer upon and after the Commercial Operation Date and thereafter maintained continuously throughout the Term, to fully cover the cost of decommissioning the Facilities and restoring the Properties to the condition required under the terms of this Agreement. If the company issuing the Decommissioning Assurance shall become Bankrupt, Developer shall deliver a replacement bond to Buyer issued by a different company, within ten (10) days after Developer receives notice of such Bankruptcy of the original issuing company.

"Delivery Point" means, with respect to each Facility, the Developer Metering Device for such Facility.

"Developer Metering Device" means with respect to the Facilities, the revenue quality meter(s) installed by Developer and used for the registration, recording, and transmission of information regarding the amount of Electricity generated by a Facility.

"Developer Termination Payment" means the payment made by the Developer to the Buyer in accordance with Section 9 and shown on Exhibit F.

"DOER" shall have the meaning ascribed to it in Section 4(b).

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

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

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

“Electricity” means the electricity generated by the Facilities and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the respective Developer Metering Device.

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

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

“Environmental Incentives” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (ii) tax credits, incentives or depreciation allowances established under any federal or state law, (iii) fuel-related subsidies or “tipping fees” that may be paid to accept certain fuels, and (iv) other financial incentives in the form of credits, tax write-offs, reductions or allowances under applicable Legal Requirements attributable to the Facilities or Electricity, and all Reporting Rights with respect to such incentives.

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

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

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

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

“Fair Market Value” means the price at which the Facilities would change hands between an unrelated willing buyer and willing seller, neither being under any compulsion to buy or sell, as determined by an Independent Appraiser.

“Force Majeure” means any event or circumstance having an adverse effect upon a Party’s ability to perform pursuant to this Agreement if such event or circumstance is beyond the Party’s reasonable control and is not the result of willful or negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any obligation required of such Party under this Agreement. “Force Majeure” events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities (but not including acts of government or regulatory authorities in response to a violation of Applicable Legal Requirements by the party claiming such Force Majeure event), and strikes or lockouts. Force Majeure will not be based on (i) Buyer’s inability to economically use Electricity purchased hereunder, or (ii) Developer’s ability to sell Electricity at a price greater than the Electricity Price under this Agreement. A Force Majeure event shall not include equipment failures or acts or omissions of agents, suppliers, contractors or subcontractors of the Party claiming such Force Majeure event, except to the extent such failures, acts or omissions arise from a Force Majeure event.

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

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Electricity or this Agreement.

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

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

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

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

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

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

“LDC Retail Rate” means the rate (expressed on a \$/kWh basis) charged by the LDC (excluding any LDC charges that are not strictly based on electricity usage or kWh unit rate) in any Contract Year for Electricity that is delivered to Buyer, and shall include, without limitation, all electric commodity charges, transmission, distribution or other delivery charges, ancillary service charges, transition, renewable energy, efficiency, or competitive service charges, taxes, and other fees and charges in place.

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

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

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

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

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

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

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

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

“Outside Commercial Operation Date” with respect to each Facility shall mean the date which is one hundred eighty (180) days following the Construction Commencement Date with respect to that Facility, subject to Force Majeure and to any delays arising from schedule or other restrictions imposed by the Town on the commencement or completion of construction and commissioning of such Facility.

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

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

“Production Overage” shall have the meaning set forth in Section 5(f).

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

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

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

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

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

“Resiliency Grant Funds” shall have the meaning set forth in Section 4(b).

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

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

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

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

“*Termination Payment*” means the Buyer Termination Payment or the Developer Termination Payment, as applicable.

Section 2 SYSTEM DESCRIPTION

(a) This Agreement provides the terms and conditions upon which the Developer may, subject to satisfaction or waiver of the conditions precedent below, construct and install the Facilities. A preliminary description of the Facilities is set forth in Exhibit B hereto. Prior to the commencement of construction, Developer shall coordinate with and receive input from Buyer’s designated technical staff and consultants and submit the final Facility design drawings, construction schedule and a plan showing the location of the construction staging areas for approval by Buyer, such approval not to be unreasonably withheld, conditioned or delayed.

(b) The rights and obligations of the Parties with respect to a Facility on a particular Property are separate and independent from the rights and obligations of the Parties with respect to each other Facility. In furtherance of the foregoing, the Parties acknowledge and agree that, among other things, for purposes of Section 9 (Events of Default) of this Agreement, the Parties shall have the right to terminate this Agreement and to exercise remedies for default as provided in Section 9 only as to the applicable Facility and the calculations pursuant to the Termination Payment will be made as to the applicable Facility.

Section 3 TERM

(a) Term. Subject to any required authorization by Town Meeting, the term of this Agreement (the “*Term*”) shall commence on the Effective Date and shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date of the last Facility to achieve Commercial Operation, or such earlier date provided herein. The Term may be extended by mutual written agreement of the Parties and at a price determined at the time of such extension for an additional term of up to five (5) years subject to any required approval by the Buyer.

(b) Conditions Precedent for Developer’s Obligations. The obligation of Developer to commence construction of each Facility hereunder (and with respect to subparagraph (b) (xii) below, the obligation of Developer to commence selling Electricity hereunder) is subject to the fulfillment of each of the following conditions precedent or waiver by Developer with respect to each Facility:

- (i) Developer shall have received and approved the Financial Statements of Buyer.
- (ii) Developer shall have obtained all permits, licenses and other approvals applicable to each Facility required by Applicable Legal Requirements and from the LDC, the Town of Wayland Conservation Commission, and the Town of Wayland Planning Board as may be required, and from Buyer for construction, installation and operation of the Facilities;
- (iii) Developer shall have determined that the roofs of the buildings at the Properties have sufficient load-bearing capacity to support the Facilities and all related foot traffic and construction activities and/or the infrastructure of the buildings at the Properties can support the Facilities.
- (iv) Developer shall have determined that no upgrades are required to Buyer's existing electrical infrastructure, structural infrastructure or roofs, it being acknowledged by both Parties that neither Party shall be under any obligation to pay for any required upgrades;
- (v) the LDC shall not have required material changes in plans and/or specifications to the Facilities or the interconnection of Buyer's facilities which requires additional costs or fees which in Developer's sole discretion are unreasonable;
- (vi) Buyer shall have entered into all contracts and delivered all other documents required by the LDC in connection with this Agreement and the transactions contemplated hereby, including, without limitation, Schedule Z and the Customer Interconnection Acknowledgement Agreement (the "Utility Documents") to the reasonable satisfaction of Developer, or the LDC shall have waived the requirements for such Utility Documents;
- (vii) Developer shall have entered into all contracts for procurement, construction, installation and operation of the Facilities;
- (viii) Developer shall have satisfied itself that the Facilities, if constructed, would not be in violation of zoning or land use laws applicable to the Properties, it being acknowledged by Buyer that Developer is under no obligation to apply for or obtain zoning relief;
- (ix) Buyer shall have applied for and received a Public Cap Allocation; Developer shall assist Buyer in applying for the Public Cap Allocation and shall pay all reservation fees to apply and maintain the Public Cap Allocation;
- (x) the Project shall have qualified under, and Buyer and Developer shall each have taken actions within their respective control to cause the Project to qualify under, the so-called SREC-II program administered by the Department of Energy Resources described in 225 CMR 14.00 et seq., as same may be amended from time to time.

Developer shall have the right to commence construction on any one Facility upon satisfaction of the conditions precedent for such Facility, and shall not be obligated to delay commencement of construction until such conditions precedent have been satisfied for all of the Facilities. Developer

shall give Buyer written notice of Developer's intent to terminate this Agreement due to non-fulfillment or failure of any of the foregoing conditions. In the event Developer terminates this Agreement under this Section 3(b), the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof; provided that, at Developer's election, Buyer shall negotiate in good faith with Developer for a lease of the Properties to Developer to permit Developer to sell electricity from the Facilities to the LDC or other persons and with market lease payments to Buyer and such other terms and conditions as the Parties may mutually agree upon.

(c) Conditions Precedent for Buyer's Obligations. Buyer's obligation to purchase Electricity from Seller under the provisions of this Agreement with respect to any Facility is subject to the fulfillment of each of the following conditions precedent or waiver thereof by Buyer with respect to such Facility as of the Commercial Operation Date for such Facility:

(i) Developer shall have obtained and maintained in full force and effect all permits and approvals required for the construction and operation of the Facility;

(ii) Buyer shall have received a Public Cap Allocation and such Public Cap Allocation shall not have expired;

(iii) the Facility shall have been interconnected with the LDC in accordance with the requirements of the interconnection service agreement, the Net Metering Rules and Applicable Legal Requirements;

Buyer shall give Developer written notice of Buyer's intent to terminate this Agreement due to non-fulfillment or failure of any of the foregoing conditions. In the event Buyer terminates this Agreement under this Section 3(c), the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof, provided that, at Developer's election, Buyer shall negotiate in good faith with Developer for a lease of the Properties to Developer to permit Developer to sell electricity from the Facilities to the LDC or other persons and with market lease payments to Buyer and such other terms and conditions as the Parties shall mutually agree upon. Buyer may not exercise any rights under this Section 3(c), if the failure to achieve a condition precedent is due to Buyer's failure to provide access to the Properties or to comply with any other obligation under this Agreement.

(d) Buyer shall have the right to terminate this Agreement if the Construction Commencement Date does not occur within forty-five (45) calendar days after Developer's receipt of all applicable non-ministerial governmental approvals and the Public Cap Allocation. The Construction Commencement Date may be extended equitably due to (i) winter weather conditions preventing Developer from beginning physical work, or (ii) other impediments to beginning physical work caused by the LDC or Buyer, including Buyer's failure to provide sufficient access to any Facility to permit Developer to begin such work in accordance with the agreed upon construction schedule. If Buyer terminates this Agreement under this Section 3(d), the Parties shall have no further obligations hereunder except those which survive the expiration or earlier termination of this Agreement in accordance with the terms hereof.

(e) Developer shall use diligent efforts to achieve the Commercial Operation Date of each Facility no later than the expiration of the reservation period of Buyer's Public Cap Allocation, or any extension thereof. If Developer fails to meet the Outside Commercial Operation Date, which failure is not caused by Force Majeure, delays by the LDC in approval and execution of the interconnection agreement, delays by the Town of Wayland Conservation Commission or the Town of Wayland Planning Board in issuing any necessary approvals with respect to any Facility, the performance of any upgrades required by the LDC, or any other delay caused by LDC or Buyer, Buyer may elect, for a period not to exceed ninety (90) days and in lieu of exercising its right to immediate termination during such time, to assess liquidated damages in an amount equal to Outside Operation Date Liquidated Damages shown in Exhibit C for each day of delay past the Outside Commercial Operation Date. Notwithstanding the foregoing, so long as Developer is diligently pursuing completion of construction and achievement of Commercial Operation at all of the Facilities, Developer shall have the right, by notice to Buyer, but exercisable no more than two (2) times, to extend the Outside Commercial Operation Date for up to sixty (60) days each due to (i) winter weather conditions preventing Developer from beginning or continuing physical work, or (ii) other impediments to beginning or continuing physical work or achieving Commercial Operation caused by Buyer, including, without limitation, delays by the Town of Wayland Conservation Commission or the Town of Wayland Planning Board in issuing any necessary approvals with respect to any Facility, Buyer's failure to provide sufficient access to any Facility to permit Developer to begin and continue such work in accordance with the agreed upon construction schedule.

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

(a) Construction. Developer will use diligent and commercially reasonable efforts to (i) obtain all permits and financing for the Project, (ii) furnish all design, materials, supplies, tools, equipment, labor, and other services necessary for the installation of the Facilities, and (iii) maintain the Facilities in good condition and repair and in accordance with Applicable Legal Requirements and the final design plans and construction schedule approved by Buyer in accordance with Section 2(a) hereof, and the terms of this Agreement. Developer shall schedule a kick-off meeting with Buyer to discuss and agree on staging areas for construction, and shall coordinate the construction with Buyer so as to minimize disruption to Buyer's activities. Developer shall perform the construction work at the Properties between the hours of 7:00 AM and 7:00 PM in a manner that minimizes inconvenience and interference with Buyer's use of the Properties to the extent commercially practical. Developer shall coordinate project meetings with a representative of the Buyer to discuss the status and progress of the Project and to address any issues that may arise during construction. Upon completion of the construction of the installation of the Facilities, Developer shall remove all debris, tools, and packaging.

(b) Use of Resiliency Grant Funds. Developer acknowledges that Buyer intends to reduce the upfront cost to Developer of constructing the Project by reimbursing Developer for some or all of the costs incurred by Developer to purchase the inverters to be installed by Developer as part of the Facilities using Community Clean Energy Resiliency Initiative grant funds (the "**Resiliency Grant Funds**") issued to Buyer by the Massachusetts Department of Energy Resources ("**DOER**"). Buyer shall disburse the Resiliency Grant Funds to Developer in accordance with the disbursement schedule established in the grant agreement to be entered into by Buyer and DOER prior to the Construction

Commencement Date. Developer and Buyer agree that the Electricity Price shall be reduced, on a per kWh basis, as more particularly set forth in Exhibit C hereto, to reflect the total amount of Resiliency Grant Funds actually disbursed to Developer as provided herein.

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

(d) Cooperation Regarding Authorizations. Developer will prepare, file and manage applications for all permits, approvals, registrations and other related matters under the SREC-II program and with the LDC and any other Governmental Authority and, to the extent necessary, Developer will do so on behalf of Buyer. Buyer agrees to reasonably cooperate with Developer in preparing such applications and securing such permits, approvals and registrations, including without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law and if necessary, and subject to Applicable Legal Requirements, Buyer shall designate Developer as its agent in obtaining all permits, approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby.

(e) License; Access; Other Rights.

(1) Buyer hereby grants to Developer and Developer’s employees, contractors, consultants, invitees and designees (“Developer’s Designees”), a license (“*License*”) to enter upon the Properties to construct, install, maintain, operate and remove the Facilities. The foregoing grant of such License shall be irrevocable until the expiration or earlier termination of the Term of this Agreement. The area of a Property upon which a Facility will be located (in each case, the “*Licensed Area*”) consists of (i) rooftop space of the building on the Property, (ii) other space either inside the building or elsewhere on such Property for the installation, operation and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, communication lines and other necessary and convenient equipment and appurtenances (“*Cabling Space*”). A preliminary depiction of the rooftop space and the respective Facilities at each of the Properties is shown on Exhibit B hereto. After construction, Developer shall provide updated drawings of the rooftop space and Facilities at each Property.

(2) Buyer hereby grants to Developer and Developer's Designees rights of ingress and egress over and across each Property to and from the respective Licensed Areas from all public roads serving the Property.

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

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

(5) Developer and Developer's Designees shall have access at all reasonable times to the Properties pursuant to the License for the purpose of planning, constructing, operating, inspecting, maintaining, repairing and removing the Facilities, and to any documents, materials and records of Buyer relating to the Properties that Developer reasonably requests in conjunction with these activities.

(f) Security. Buyer shall at all times comply with all safety and other operating procedures established by Developer, for which notice shall be provided in accordance with Section 20 "Notices", herein, and all Applicable Legal Requirements. A copy of Buyer's standard safety and security restrictions, if any, is attached as Exhibit H, and Developer shall at all times comply with such safety and security restrictions, if any.

(g) Operations Manual; Training. On or before the Commercial Operation Date, Developer shall deliver to Buyer an operation, maintenance and parts manual for the Facilities. In addition, Developer will train Buyer's representative(s) on Buyer operations and monitoring (for informational purposes only) and emergency preparedness and response, it being acknowledged by Buyer that Buyer shall not operate the Facilities, except in the case of an emergency where immediate action on the part of the Buyer is reasonably necessary for safety reasons. In the event of an emergency where immediate action on the part of Buyer is reasonably necessary for safety reasons, Buyer may, but is not obligated to, shut down or disconnect the Facilities and provide immediate notice to Developer, but otherwise Buyer shall not be permitted to perform any maintenance or repair on the Facilities. Any lost production resulting from Buyer's emergency shutdown shall not be the subject of a claim for lost revenue unless Buyer does not notify Developer as required in this subsection.

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

(i) Removal of the Facilities. Except as otherwise provided herein, Developer shall, within one hundred twenty (120) days following the expiration of the Term and at Developer's sole cost and

expense, remove the Facilities from the Properties and restore the Properties to their original respective conditions, normal wear and tear excluded. Not later than sixty (60) days after Developer's removal of the Facilities and restoration of the Properties is completed, Buyer shall release, disclaim or return the Decommissioning Assurance to Developer.

(j) Decommissioning. If Developer fails to remove within two hundred and forty (240) days after the expiration or earlier termination of this Agreement, for reasons other than Force Majeure, any Buyer delay or any inability to obtain any necessary permits or approvals or access to the Facilities, which shall excuse the Developer only for the duration of any such delay event(s), Buyer shall have the right, at its option, but exercisable only if Buyer has provided at least ten (10) days' prior notice to Developer (and to any Designated Third Party in accordance with Section 19(e)(1) hereof) of such election, to remove the Facilities and restore the Properties as contemplated by Section 4(i) hereof. Buyer shall remove the Facilities to a public warehouse or storage facility within a reasonable distance of the Properties. Buyer shall be entitled to access the Decommissioning Assurance to cover its reasonable costs in removing the Facilities, restoring the Properties and transporting the Facilities to storage. Not later than sixty (60) days after Developer's removal of the Facilities and restoration of the Properties is completed, Buyer shall release, disclaim or return any remaining balance of the Decommissioning Assurance to Developer.

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

(l) CORI. If requested by Buyer, the Buyer shall conduct checks of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Facilities Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board for any officer or employee of the Developer or of a subcontractor or any person who will work on the Facilities on site. The Buyer may refuse to allow any such person to work on the Project site if the Buyer, in its sole discretion, determines that such employee is not suitable for work on the Project site based upon the results of such CORI or SORI. All Developer employees and subcontractor employees who will work on the project site shall initiate a CORI and SORI search by completing forms and presenting identification at **[INSERT LOCATION]**.

(m) Educational Program. Developer shall provide Buyer with Developer's standard Massachusetts-based educational program regarding the Facilities and its operation. Buyer acknowledges that the cost of the internet connection and any CAT 5 connections for the required display is outside the scope of the Project and shall be paid for by Buyer at Buyer's sole cost and expense.

(n) Net Metering Provisions.

(1) Host Customer. At Developer's request, Buyer shall take any reasonable action and execute any documents that are necessary to designate Buyer as the LDC customer of record for the LDC Metering Device and otherwise establish Buyer as the Host Customer for such Facilities for purposes of the Net Metering Rules. Developer shall prepare any such documents, including the LDC's net metering service application (the "*Schedule Z*") and

Buyer shall reasonably cooperate with Developer's preparation of such documents, including, without limitation, by providing information on Buyer's existing other accounts with the LDC. Further Developer shall prepare an application with appropriate supporting documents for Public Cap Allocation for the Project, and Buyer shall reasonably cooperate with Developer's preparation of such documents.

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

(3) Net Metering Limit. Buyer and Developer acknowledge that, pursuant to the Net Metering Rules, the maximum amount of generating capacity currently eligible for net metering by a municipality or other governmental entity is the Public Entity Net Metering Limit. Accordingly, Buyer covenant that, unless the Net Metering Rules are changed to increase such limit, it shall not serve as the Host Customer of Net Metering Facilities (inclusive of the Project) with an aggregate capacity more than the Public Net Metering Limit.

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

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

Section 5. PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

(a) Purchase and Sale of Electricity. Commencing on the Commercial Operation Date of the first Facility and continuing throughout the remainder of the Term, Developer shall sell and make available to Buyer, and Buyer shall purchase and take delivery of at the Delivery Point, all of the

Electricity generated by the Facilities. Buyer acknowledges that Electricity produced by the Facilities is intermittent as available energy product.

(b) Price for Electricity. Notwithstanding any other provision of this Agreement, Buyer shall pay Developer for the Electricity, as metered at the Developer Metering Device, at the applicable Electricity Price. The payment to be made by Buyer to Developer shall equal the Electricity generated for the relevant period multiplied by 1 minus the Transformer Loss Factor and then multiplied by the Electricity Price for such period. The "Transformer Loss Factor" with respect to the Wayland High School Facility is 1.2% and with respect to all other Facilities is 0.0%.

(c) Adjustments to Electricity Price. In all cases, any adjustments in the Electricity Price shall be made to the nearest thousandth of a cent.

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

(e) Governmental Charges.

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

(ii) Buyer shall pay directly or reimburse Developer on an after-tax basis for all sales and use taxes that may be imposed by any Governmental Authority on the sale of Electricity to Buyer. Buyer shall provide Developer with its exemption certificate or documentation which may be necessary for Developer to demonstrate to such Governmental Authority that no sales or use taxes should be imposed on Buyer as a municipal corporation.

(iii) If any real or personal property taxes are assessed against Developer due to Developer's ownership or operation of the Facilities or occupancy of the Properties or on account of the sale of Electricity to Buyer, Developer will promptly submit to Buyer a written notice setting forth (A) the manner in which such taxes change Developer's costs to provide the Electricity, and (B) Developer's adjustment to the Electricity Price. In addition, the Parties may enter into a structured property tax agreement to establish a stable, levelized payment structure regarding payment of such taxes for the Term. The parties explicitly agree that any assessment of real or personal property tax shall be offset with an equivalent increase in the Electricity Price.

(iv) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Electricity hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

(f) **Guaranteed Annual Electric Output.**

(i) Developer guarantees that the Facilities will produce the Guaranteed Annual Electric Output, as adjusted by the Annual Facilities Degradation Factor, under standard insolation conditions at the Properties and measured on an annual basis. On the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term (and any extension thereof), the Guaranteed Annual Electric Output shall be decreased by the Annual Facilities Degradation Factor.

(ii) Subject to clause (iii) below, if, as of any anniversary of the Commercial Operation Date beginning on the first anniversary of such date, a Production Shortfall exists with respect to such one-year period, Developer shall credit Buyer with a credit equal to the product of (A) the amount, if any, in dollars per kWh by which (1) (i) the aggregate value of Net Metering Credit calculated for each billing periods or portion thereof that occurred in such Contract Years divided by (ii) the actual aggregate kWh produced by the Facilities and delivered to the Delivery Points in such Contract Years exceeds (2) the Electricity Price for such Contract Years, multiplied by (B) the Production Shortfall for such Contract Year (the "*Shortfall Payment*"); provided, that the amount under subclause (A) shall in no case exceed \$0.03 per kWh; or

(iii) For purposes of calculating a Shortfall Payment under clause (X) above, the Production Shortfall shall be adjusted as reasonably determined by Developer due to insolation conditions other than standard insolation conditions as of the Effective Date, failure, damage or downtime attributable to Buyer or third parties, inverter failure, delayed repairs, general utility outages or any failure of any electric grid, Force Majeure, or breaches or omissions of Buyer of any of its obligations hereunder. Within sixty (60) days after each Contract Year, Provider shall provide Customer with a reconciliation of all production by the Facilities. Payment or credit of the Shortfall Payment, as described herein, shall be Buyer's sole remedy against Developer for failure to meet the Guaranteed Annual Electric Output. Notwithstanding the foregoing, Developer may install additional equipment on the Properties (including without limitation additional solar panels) to prevent or reduce future Production Shortfalls, upon advance approval by Buyer, such approval not to be unreasonably withheld, conditioned or delayed. Developer shall credit Buyer on its next invoice(s) the Shortfall Payment.

Section 6. ENVIRONMENTAL ATTRIBUTES

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

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

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

Section 7. METERING DEVICE AND METERING

(a) **Metering Equipment.** Developer shall provide, install, own, operate and maintain the Developer Metering Devices. Developer shall maintain and test each Developer Metering Device in accordance with Applicable Legal Requirements.

(b) **Measurements.** Readings of the Developer Metering Device shall be conclusive as to the amount of Electricity delivered to Buyer; *provided*, that if the Developer Metering Device is out of service, is discovered to be inaccurate, or registers inaccurately, measurement of Electricity shall be determined in the following sequence: (i) by estimating by reference to quantities measured during periods of similar conditions when Developer Metering Device was registering accurately; or (ii) if no reliable information exists as to the period of time during which such Developer Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction was equal to (A) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (B) if the period of inaccuracy cannot be determined, one-half (1/2) of the period from the date of the last previous test of such Developer Metering Device through the date of the adjustments, *provided, however*, that, in the case of clause (B), the period covered by the correction shall not exceed nine (9) months.

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

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

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

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

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

(iv) If the Developer Metering Device is found to be inaccurate by one percent (1%) or less, any previous recordings of the Developer Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Developer Metering Device shall bear the cost of inspection and testing of the Developer Metering Device.

(v) If the Developer Metering Device is found to be inaccurate by more than one percent (1%) or if such Developer Metering Device is for any reason out of service or fails to register, then (A) Developer shall promptly cause any Developer Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Electricity delivered during the periods affected by such inaccuracy, service outage or failure to register in accordance with Section 7(b) above (but for not more than six months prior), and (C) Developer shall bear the cost of inspection and testing of the Developer Metering Device in accordance with Section 7(c). If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the "***Electricity Deficiency Quantity***"), Developer shall reimburse Buyer for the amount paid by Buyer in consideration for the Electricity Deficiency Quantity by crediting such amount against Buyer's payment obligations under this Agreement, and Developer shall bear the cost of inspection and testing of the Developer Metering Device. If as a result of such adjustment the quantity of Electricity for any period is increased (such quantity, the "***Electricity Surplus Quantity***"), Buyer shall pay for the Electricity Surplus Quantity at the Electricity Price applicable during the applicable Contract Year.

(e) **Reconciliation of Developer and LDC Metering Devices.** Buyer may elect, at Buyer's option and at Buyer's sole cost and expense, to perform a reconciliation of the LDC Metering Device and the Developer Metering Device. Developer shall cooperate with Buyer in Buyer's performance of such reconciliation, and shall assist Buyer in contacting the LDC and obtaining the necessary data and other information from the LDC to permit Buyer to perform such reconciliation.

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

(a) Facilities Loss.

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

(ii) **Partial Loss.** In the event of any Facilities Loss that results in less than total damage, destruction or loss of the Facilities, this Agreement will remain in full force and effect and Developer will, at Developer's sole cost and expense, subject to the provisions below, repair or replace the Facilities. To the extent of any Facilities Loss that results in less than total damage, destruction or loss of the Facilities, and is caused by Buyer Misconduct, Buyer shall promptly upon demand therefore from Developer pay any and all costs and expenses of such repair or replacement, including any lost revenues for sales of Electricity and loss of Environmental Attributes, Environmental Incentives and Reporting Rights based upon the

estimated energy production capacity of the Facilities in the relevant Contract Year. In the event Facilities Loss is caused by Buyer Misconduct, then after written demand from Developer, Buyer shall pre-pay or post security acceptable to Buyer for any repair expenses reasonably estimated by Developer. Buyer shall pay as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer's insurer.

(iii) Total Loss. In the event of any Facilities Loss that, in the reasonable judgment of Developer, results in total damage, destruction or loss of the Facilities, Developer shall, within sixty (60) Business Days following the occurrence of such Facilities Loss, notify Buyer whether Developer is willing, notwithstanding such Facilities Loss, to repair or replace the Facilities. In the event that Developer notifies Buyer that Developer is not willing to repair or replace the Facilities following a total loss, this Agreement will terminate automatically effective upon the effectiveness of such notice and Developer shall within a reasonable time remove the Facilities from the Premises in accordance with Section IV. If such Facilities Loss was caused by Buyer Misconduct, Buyer shall pay to Buyer, as liquidated damages, the Buyer Termination Payment as of such termination date. Buyer shall pay as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer's insurer.

In the event that Developer notifies Buyer that Developer is willing to repair or replace the Facilities following a total loss, the following shall occur, (A) this Agreement will remain in full force and effect, (B) Developer will repair or replace the Facilities as quickly as practicable, and (C) if such Facilities Loss has been caused partially or totally by Buyer Misconduct, Buyer shall promptly upon demand therefore from Developer pay any and all costs and expenses of such repair or replacement, lost revenues for sales of Electricity, loss of Environmental Attributes and Environmental Incentives and Reporting Rights, in each case based upon the estimated energy production capacity of the system in the relevant Contract Year. After written demand from Developer, in the case of Buyer Misconduct, Buyer shall pre-pay or post security acceptable to Developer for any repair expenses reasonably estimated by Developer. Buyer shall pay as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer's insurer.

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

(c) **Termination Due to Force Majeure.** If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, then either Party may terminate this Agreement, in whole or in part, without any liability to the Claiming Party as a result of such termination and Developer shall within a reasonable time remove the Facilities from the Properties and restore the Properties in accordance with Section 4(i) hereof.

(d) **Change in Law.** In the event that a change in Applicable Legal Requirements occurs, including without limitation the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Electricity to federal or state regulation of prices and/or services, or a change in the Net Metering Rules, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC ("**Change in Law**") which (a) materially restricts the ability of Developer to deliver Electricity generated by the Facilities to Buyer or the ability of Electricity generated by the Facilities to be delivered to the LDC or the ability of Buyer to receive Net Metering Credits, (b) results in one or more Facilities for which Buyer is Host Customer being disqualified as a Net Metering Facility of a Municipality or Other Governmental Entity, or (c) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including changes in Law that result in material increase in Developer's costs of construction and installation, or operation of one or more Facilities, then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith endeavor to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties, subject to Applicable Legal Requirements. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement in the form of a net metering credit purchase agreement, and an agreement by Developer to such work as may be needed to connect the Facilities to existing Buyer accounts at Developer's cost divided by 0.85. If the Parties are unable, despite good faith efforts, to reach agreement on an amendment or restatement within one hundred twenty days, either Party may terminate this Agreement; provided that if Buyer terminates this Agreement for any Change in Law other than a Net Metering Rules Failure (as hereinafter defined), Buyer shall pay the Buyer Termination Payment. If the Net Metering Rules are repealed or amended, such that Net Metering Credits are no longer available for the Project (a "**Net Metering Rules Failure**"), the Parties shall cooperate to redesign the Facility to a behind the meter Facility. The Parties shall share the costs of such redesign and reconstruction of the Facility equally. If the Parties are unable, despite good faith efforts, to redesign and reconstruct the Facility as a behind the meter Facility following a Net Metering Failure, either Party may terminate this Agreement without penalty, and Buyer shall have no obligation to pay the Buyer Termination Payment if Buyer elects so to terminate. If this Agreement is terminated by either Party pursuant to this Section 8(d), at Developer's election, Buyer shall negotiate in good faith with Developer for a lease of the Properties to Developer to permit Developer to sell electricity from the Facilities to the LDC or other persons and with market lease payments to Buyer and such other terms and conditions as the Parties shall mutually agree upon.

Section 9. EVENTS OF DEFAULT; REMEDIES

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

(i) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within fifteen (15) days after receipt of written notice;

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

(iii) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default); provided, that the Defaulting Party shall have sixty days after receipt of written notice of default to cure the alleged breach, or additional time if the Defaulting Party has diligently commenced and is pursuing a cure of such breach during such sixty (60) day period;

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

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

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

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

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

(c) Buyer Rights Upon Termination for Default. In the event that Buyer is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section 9, Buyer shall require Developer to (i) remove the Facilities as provided in Section 4(i) above and (ii) pay the Developer Termination Payment plus Costs (to the extent of any Costs not already factored into the calculation of the Developer Termination Payment) to Buyer. Such express remedy and any associated measure of

damages shall be the sole and exclusive remedy available to Buyer as a result of termination of this Agreement subject, however, to subsection (h) below.

(d) Developer Rights Upon Termination for Default. In the event that Developer is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section 9, Developer shall, at its sole and exclusive option and in its sole and absolute discretion, remove the Facilities and require Buyer to pay the Buyer Termination Payment plus Costs (to the extent of any Costs not already factored into the calculation of the Buyer Termination Payment) to Developer. In the event that Developer elects the foregoing remedy, such express remedy and any associated measure of damages shall be the sole and exclusive remedy available to Developer as a result of termination of this Agreement subject, however, to subsection (h) below.

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

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

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

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

Section 10. INVOICING AND PAYMENT

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

(b) Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within twelve (12) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party

disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment on the applicable payment due date, and to give notice of the objection to the other Party.

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

Section 11. REPRESENTATIONS AND WARRANTIES; USER ACKNOWLEDGEMENT

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

(i) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, or any Applicable Legal Requirements;

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

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

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

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

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

(c) Additional Representations by Buyer.

(i) Buyer is duly formed and validly existing under Massachusetts law and that the individual(s) executing this Agreement on behalf of Buyer is/are authorized and empowered to bind Buyer.

(ii) Buyer has the full right, power and authorization to enter into and perform this Agreement and each of Buyer's obligations and undertakings under this Agreement, and Buyer's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of Massachusetts law.

(iii) All consents and approvals necessary to the Buyer's execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

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

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

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

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

Section 12. LIMITATIONS

EXCEPT AS EXPRESSLY DISCUSSED IN SECTION 11, THE ELECTRICITY PROVIDED TO USER WILL BE AS IS, WHERE IS, AND ALL OTHER WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DEVELOPER. USER ACKNOWLEDGES THAT ELECTRICITY FROM THE SYSTEM IS INTERMITTENT, AND USER IS RESPONSIBLE FOR

MEETING ANY AND ALL OF ITS ENERGY NEEDS NOT MET FROM THE SYSTEM-GENERATED ENERGY AT USER'S SOLE COST AND EXPENSE. USER IS RESPONSIBLE FOR INSTALLATION AND OPERATION OF ANY EQUIPMENT ON USER'S SIDE OF THE DELIVERY POINT NECESSARY FOR ACCEPTANCE AND USE OF THE ELECTRICITY.

Section 13. PURCHASE OPTION

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

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

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

(d) Determination of Purchase Price. The selected Independent Appraiser shall, within twenty (20) Business Days of appointment, make a determination of the Fair Market Value (the "**Final Determination**") which shall specify the "Final Appraised Value" of each of the Facilities. Upon making such Final Determination, the selected Independent Appraiser shall provide such Final Determination to Developer and Buyer, together with all supporting documentation that details the calculation of the Final Determination. Except in the case of fraud or manifest error, the Final Appraised Value of the selected Independent Appraiser shall be final and binding on the Parties.

(e) Calculation of Purchase Price. The "**Purchase Price**" payable by Buyer for the Facility Assets shall be equal to the higher of the Buyer Termination Payment for the applicable year or the Final Appraised Value as determined by the Independent Appraiser.

(f) Costs and Expenses of Independent Appraiser. In the event Buyer purchases the Facilities pursuant to its option in subsection (b) above, Developer and Buyer shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser. If Buyer elects not to purchase the Facilities upon receiving the Final Appraised Value, Buyer shall pay all costs of the Independent Appraiser.

(g) Exercise of Purchase Option. Buyer shall have twenty (20) Business Days from the date of the Final Determination (such period, the "*Exercise Period*") to exercise the Purchase Option, at the Purchase Price. Buyer must exercise its Purchase Option during the Exercise Period by providing a notice (an "*Exercise Notice*") to Developer, and specifying a closing date for the purchase and sale of the Facilities (the "*Transfer Date*"). Once Buyer delivers its Exercise Notice to Developer, such Exercise Notice shall be irrevocable.

(h) Terms of Facilities Purchase. On the Transfer Date (a) Developer shall surrender and transfer to Buyer all of Developer's right, title and interest in and to the Facility Assets, and shall retain all liabilities arising from or related to the Facility Assets prior to the Transfer Date, (b) Buyer shall pay the Purchase Price, by wire transfer and shall assume all liabilities arising from or related to the Facility Assets from and after the Transfer Date, and (c) both Parties shall (i) execute and deliver a bill of sale and assignment and assumption of contract rights containing no representations or warranties, except as to title, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the Facilities in Buyer on an AS IS, WHERE IS basis, and (ii) deliver such other commercially reasonable ancillary documents as may be reasonably necessary to complete the sale of the Facility Assets to Buyer.

(i) Transfer Date. The closing of any sale of the Facilities (the "*Transfer Date*") pursuant to this Section 13 will occur no later than thirty (30) Business Days following the date of the Exercise Notice.

Section 14. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

(c) Developer may satisfy the insurance obligations above by ensuring that its subcontractors provide and maintain such insurance coverage.

Section 15. INDEMNIFICATION

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

To the extent permitted by law and covered by Buyer's insurance, and subject to appropriation as provided in Section 11(c)(v) hereof, Buyer shall indemnify and hold harmless Developer from and against any and all Losses from or to third parties to the extent arising out of the negligent or intentional acts or omissions of the Buyer, its employees, agents, subcontractors or representatives. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or

omissions of Developer, but the Buyer's obligation to pay Losses shall be reduced in proportion to the percentage by which the Developer's negligent or intentional acts, errors or omissions caused the Losses.

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

Section 16. RESERVED

Section 17. DISPUTE RESOLUTION

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

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

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

Section 18. NOTICES

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

If to the Buyer: Town of Wayland
 41 Cochituate Road
 Wayland, MA 01778
 Attention: Town Administrator

If to the Developer: Wayland Municipal Solar LLC
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: James Walker

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

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

Buyer: Ben Keefe
Town of Wayland, Public Building Director
Telephone:
E-mail: BKeefe@Wayland.ma.us

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

Section 19. ASSIGNMENT; BINDING EFFECT; FINANCING PROVISIONS

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

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

(c) Buyer agrees that this Agreement (including without limitation the license provisions) shall survive any transfer of the Properties. In furtherance of the foregoing, Buyer agrees that it shall

cause any purchaser, assignee, or mortgagee of the Properties to execute and deliver to Developer an assignment and assumption of this Agreement simultaneously with the transfer of the Properties to such purchaser, assignee or mortgagee. Such assignment and assumption agreement shall contain an acknowledgement by the purchaser, assignee or mortgagee that it has no interest in the Facilities and shall not gain any interest in the Facilities by virtue of the transfer, other than the rights of Buyer hereunder.

(d) Financing Provisions. Notwithstanding any contrary provisions contained in this Agreement, including without limitation Section 19(a) and 19(b), Buyer specifically agrees, without any further request for prior consent but with advance written notice to Buyer, to permit Developer to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Project and to sign any agreement reasonably requested by Developer or its lenders to acknowledge and evidence such agreement. The Buyer agrees to cooperate with Developer in the negotiation and execution of any reasonable amendment or addition to this Agreement required by the financing parties so long as such amendment or addition does not in any way materially alter or amend the rights and obligations of the Buyer herein.

(e) Third Party Rights.

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

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

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

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

provided, however, that the exercise of such remedies shall not itself serve as the cure of any default of Developer.

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

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

Section 20. MISCELLANEOUS

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

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

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

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

(e) Entire Agreement; Amendment. This Agreement and any Exhibits referenced herein shall constitute the entire agreement of the Parties as to the subject matter addressed herein. There are no other agreements between the Parties concerning the subject matter of this Agreement. This

Agreement and its Exhibits may not be altered, modified, supplemented, terminated or discharged except by way of an instrument in writing executed by both Parties.

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

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

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

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

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

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

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

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

(n) **Survivorship**. The provisions of Sections 4(g), 4(h), 9(h), 12, 15, 16 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

DEVELOPER:

TOWN OF WAYLAND

WAYLAND MUNICIPAL SOLAR LLC

By: Ameresco, Inc., its sole member

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Approved as to the Availability of
Appropriation

Name:

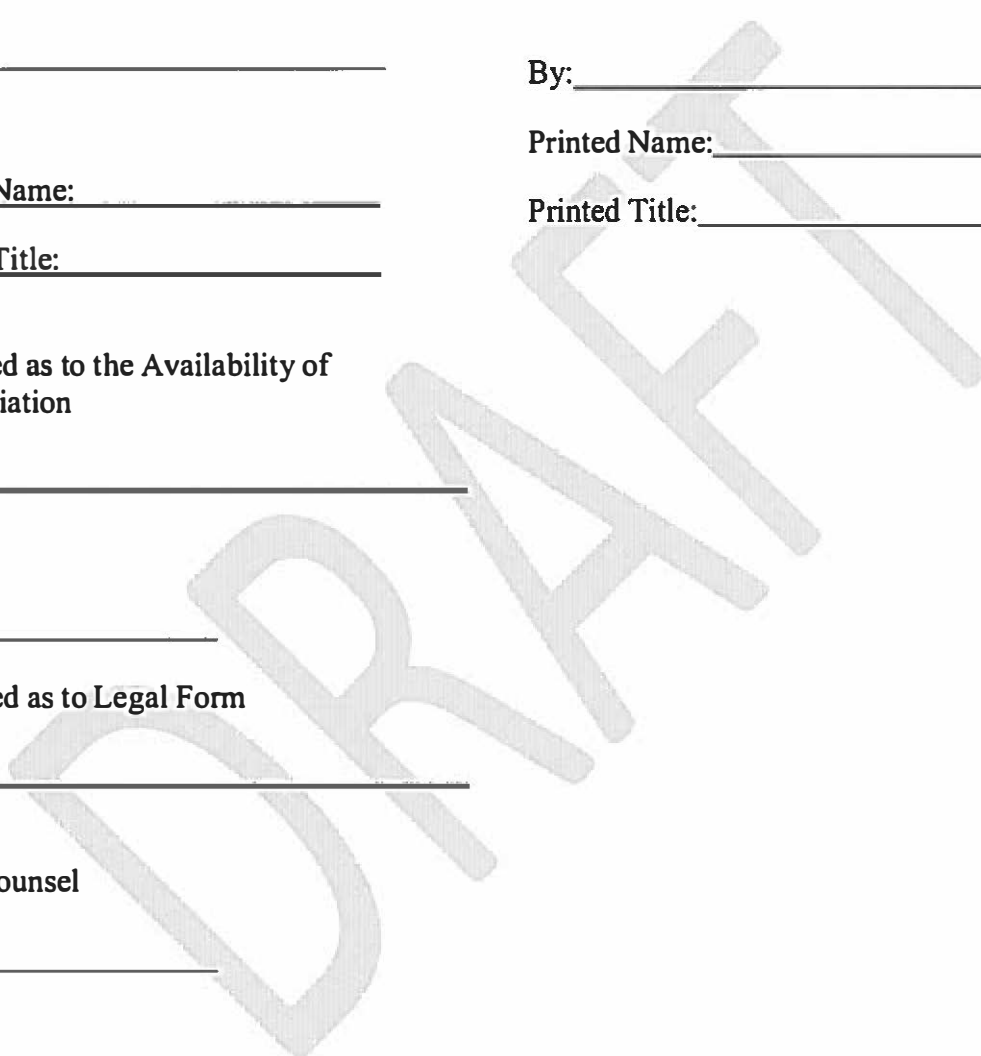
Date: _____

Approved as to Legal Form

Name:

Town Counsel

Date: _____



**EXHIBIT A-1
WAYLAND DPW FACILITY DESCRIPTION OF PREMISES**

Name: Wayland DPW – New Public Works Facility Rooftop

Address: 66 River Road, Wayland, MA 01778

Site Photo:



The new Public Works Facility is situated on a parcel of land owned by the Town of Wayland and shown as Lot 12 on Town of Wayland Assessor's Map 21. The building is currently under construction but will run along the southeast of the existing salt shed seen in the image above along River Road in Wayland, Massachusetts.

**EXHIBIT A-2
WAYLAND HIGH SCHOOL DESCRIPTION OF PREMISES**

Name: Wayland High School – Parking Lot

Address: 264 Old Connecticut Path, Wayland, MA 01778

Site Photo:



The school is situated on a parcel of land owned by the Town of Wayland and shown as Lot 34 on Town of Wayland Assessor's Map 37. The parking lot is located north and northeast of the Wayland High School buildings in Wayland, Massachusetts.

**EXHIBIT A-3
WAYLAND MIDDLE SCHOOL DESCRIPTION OF PREMISES**

Name: Wayland Middle School – Parking Lot

Address: 201 Main Street, Wayland, MA 01778

Site Photo:



The school is situated on a parcel of land owned by the Town of Wayland and shown as Lot 58A on Town of Wayland Assessor's Map 47D. The parking lot is located north/northwest of the Wayland Middle School, in Wayland, Massachusetts.

**EXHIBIT A-4
WAYLAND TOWN OFFICE DESCRIPTION OF PREMISES**

Name: Wayland Town Office – Parking Lot

Address: 41 Cochituate Road, Wayland, MA 01778

Site Photo:



The Town Office is situated on a parcel of land owned by the Town of Wayland and shown as Lot 1 on Town of Wayland Assessor's Map 23. The parking lot is located south/southwest of the Wayland Town Offices' building, in Wayland, Massachusetts.

EXHIBIT B-1
WAYLAND DPW FACILITY DESCRIPTION OF SYSTEMS

Name: Wayland DPW – New Public Works Facility Rooftop

Address: 66 River Road, Wayland, MA 01778

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

General System Description:

1. System Size DC: 223.82 kW DC capacity at Standard Test Conditions
2. System Size AC: 176.00 kW AC

Solar PV Panels:

1. Manufacturer: Canadian Solar
2. Model Number: CS6X-310P
3. Module Wattage: 310W
4. Panel Count: 722 + 0 filler panels
5. Type: Polycrystalline 72 Cell Modules
6. Array orientations:
 - a. Pitched Roof Array: 5° tilt, 115° azimuth
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Numbers: PVI-23TL-480, PVI-28TL-480
3. Number and size to be installed: (4) 23 kW inverters, and (3) 28 kW inverters
4. String size and Quantity: 19 panels per string with 38 total strings.
5. Warranty Information: 10 year warranty

Mounting Systems:

1. Carports:
 - a. Manufacturer: Schletter Inc.
 - b. Model: Flush Mount Rack Assembly
 - c. Type: Pitched Roof Mounting System
 - d. Attachments: Standing Seam Clamp S-5 U Mini w. KlickTop

Data Acquisition System (DAS):

1. Manufacturer: Draker Energy Model: Draker PV 250 Gen3 Base Station or equivalent

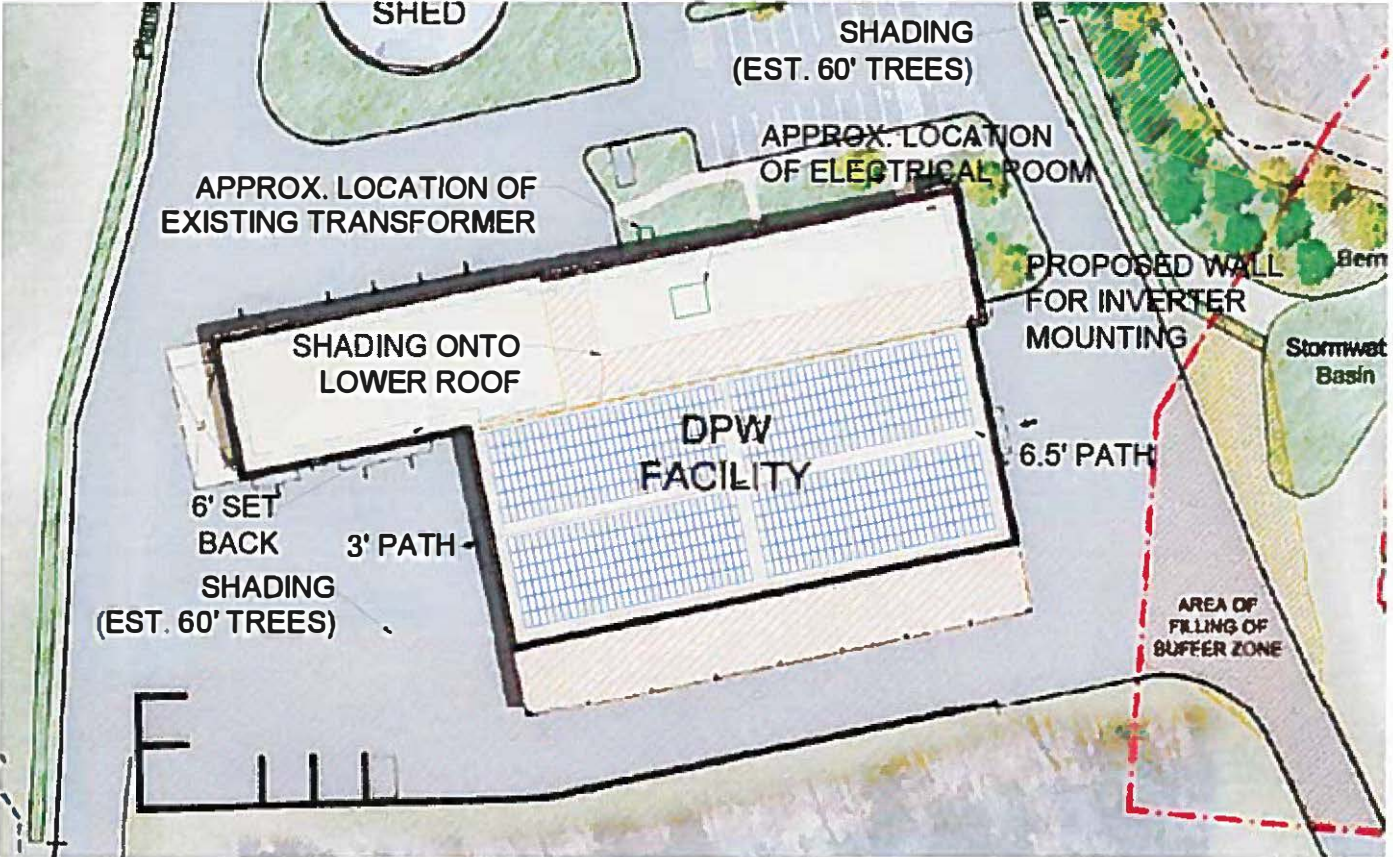
Solar PV System Layout:

LOCATION	ARRAY				POWER TABLE		MOUNT		INVERTER	
	# OF MODULES	MODULE TYPE	Wp	AREA/FT ²	PITCH	TYPE	TYPE	EFFICIENCY	W/AC	
NEW PUBLIC WORKS FACILITY	722	POLY 315-72	223.82	113	5	PITCHED ROOF	(1) SOLLECTRA PPA-27TL (2) SOLLECTRA PPA-28TL	88.0%	178.8	
Total	722		223.82						178.8	

NOT FOR CONSTRUCTION

NOTES:

- SHADING PATTERNS FOR ROOF IS CALCULATED BASED ON FEBRUARY 2ND FROM 9AM TO 3PM AND DECEMBER 21ST AT NOONTIME. IT TAKES INTO ACCOUNT THE LA TITLES AND LOSSES.
- SHADING FOR OBJECTS NOT SHOWN ON THE PV SYSTEM IS NOT SHOWN.



NEW PUBLIC WORKS FACILITY - OVERALL ARRAY LAYOUT
SCALE: 1"=25'-0"

SCALE: 1"=25'-0"
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: [Date]

TOWN OF WAYLAND
68 RIVER ROAD
WAYLAND, MA 01778
NEW PUBLIC WORKS FACILITY
223.82 Wp DC STC PV ARRAY INSTALLATION
PHOTOVOLTAIC ARRAY LAYOUT

AMERESCO
111 Ames Road, Suite 410
Plymouth, Massachusetts 01960
617-326-1111

E-100

EXHIBIT B-2
WAYLAND HIGH SCHOOL DESCRIPTION OF SYSTEMS

Name: Wayland High School – Parking Lot

Address: 264 Old Connecticut Path, Wayland, MA 01778

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

General System Description:

1. System Size DC: 587.43 kW DC capacity at Standard Test Conditions
2. System Size AC: 500.00 kW AC

Solar PV Panels:

1. Manufacturer: Canadian Solar
2. Model Number: CS6X-305P
3. Module Wattage: 305W
4. Panel Count: 1,926 + 16 filler panels
5. Type: Polycrystalline 72 Cell Modules
6. Array orientations:
 - a. Carport Array 1: 12° and 1° tilts, 171° azimuth
 - b. Carport Array 2A: 12° and 1° tilts, 171° azimuth
 - c. Carport Array 2B: 12° and 1° tilts, 171° azimuth
 - d. Carport Array 3A: 12° and 1° tilts, 171° azimuth
 - e. Carport Array 3B: 12° and 1° tilts, 171° azimuth
 - f. Carport Array 4A: 12° and 1° tilts, 248° azimuth
 - g. Carport Array 4B: 12° and 1° tilts, 243° azimuth
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Numbers: PVI-23TL-480, PVI-28TL-480
3. Number and size to be installed: (12) 23 kW inverters, and (8) 28 kW inverters
4. String size and Quantity: 18 panels per string with 107 total strings.
5. Warranty Information: 10 year warranty

Mounting Systems:

1. Carports:
 - a. Manufacturer: Solaire Generation

- b. Model: Solaire 360D
- c. Type: Dual Incline Canopies
- d. Warranty: 20 year limited warranty on the structure; 1 year warranty on workmanship

Data Acquisition System (DAS):

- 1. Manufacturer: Draker Energy Model: Draker PV 250 Gen3 Base Station or equivalent

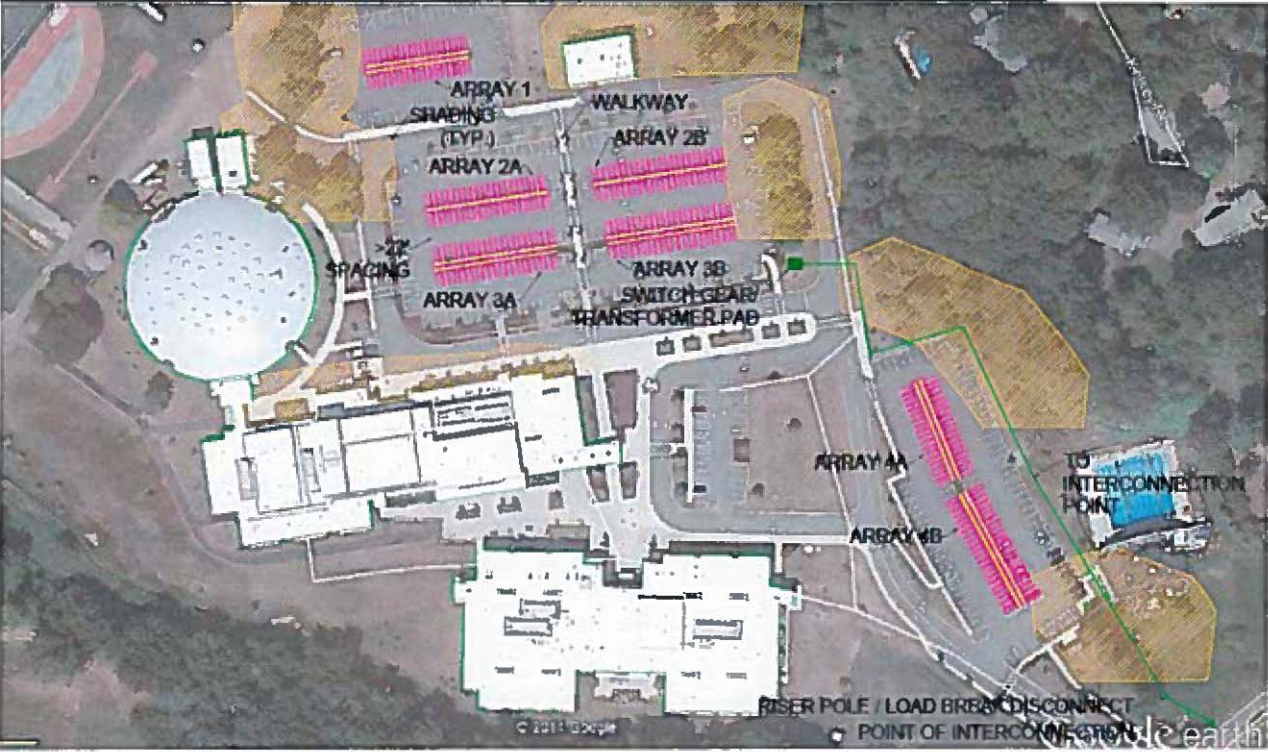
Solar PV System Layout:

WAYLAND HIGH SCHOOL	ARRAY		MODULE			MOUNT			INVERTER			TRANSFORMER		
	# OF MODULES	# OF PILLERS	MODULE TYPE	Wp STC	AZIMUTH	PITCH	TYPE	TYPE	EFFICIENCY	kW AC	TYPE	QTY	RATING	
ARRAY 1	252	8	CS-6X-30SP	76.86	171	13.1	DUAL CANOPY	(5) SOLECTRA PV 23 TL	88.0%	98				
ARRAY 2A	252	8	CS-6X-30SP	76.86	171	13.1	DUAL CANOPY	(1) SOLECTRA PV 23 TL & (4) SOLECTRA PV 28 TL	88.0%	130				
ARRAY 2B	276	8	CS-6X-30SP	82.36	171	13.1	DUAL CANOPY	(2) SOLECTRA PV 23 TL & (1) SOLECTRA PV 28 TL	88.0%	74	PAD SECURATED	1	888 kVA, 880V/11.8 kV	
ARRAY 3A	298	6	CS-6X-30SP	87.84	171	13.1	DUAL CANOPY	(1) SOLECTRA PV 23 TL & (2) SOLECTRA PV 28 TL	88.0%	70				
ARRAY 3B	308	2	CS-6X-30SP	83.33	171	13.1	DUAL CANOPY	(8) SOLECTRA PV 28 TL	88.0%	143				
ARRAY 4A	252	8	CS-6X-30SP	76.86	249	13.1	DUAL CANOPY	(6) SOLECTRA PV 23 TL	88.0%	143				
ARRAY 4B	306	3	CS-6X-30SP	81.33	243	13.1	DUAL CANOPY	(6) SOLECTRA PV 28 TL	88.0%	143				
TOTAL	1,938	16		867.43										

NOT FOR CONSTRUCTION

NOTES:

- SHADING PATTERNS FOR ROOF IS CALCULATED BASED ON FEBRUARY 21. IT TAKES INTO ACCOUNT SITE LATITUDE AND LONGITUDE.
- SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.
- SHADING TAKES INTO ACCOUNT 12.5% THE GROUND FOR HEIGHT OF CANOPY.



TOWN OF WAYLAND - WAYLAND HIGH SCHOOL - CANOPY ARRAY LAYOUT
SCALE: 1"=50'-0"

DATE: 08/11/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 08/11/2011
 PROJECT: [Name]

TOWN OF WAYLAND
 284 OLD CONNECTICUT PATH
 WAYLAND, MA 01778
 WAYLAND HIGH SCHOOL
 587.43 kWp DC STC PV ARRAY INSTALLATION
 PHOTOVOLTAIC CANOPY ARRAY LAYOUT

AMERESCO
 111 Main Street, Suite 100
 Wayland, MA 01778
 508.847.1200
 www.ameresco.com

E-100

EXHIBIT B-3
WAYLAND MIDDLE SCHOOL DESCRIPTION OF SYSTEMS

Name: Wayland Middle School – Parking Lot

Address: 201 Main Street, Wayland, MA 01778

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

General System Description:

1. System Size DC: 230.58 kW DC capacity at Standard Test Conditions
2. System Size AC: 217.00 kW AC

Solar PV Panels:

1. Manufacturer: Canadian Solar
2. Model Number: CS6X-305P
3. Module Wattage: 305W
4. Panel Count: 756 + 0 filler panels
5. Type: Polycrystalline 72 Cell Modules
6. Array orientations:
 - a. Carport Array 1: 12° and 1° tilts, 219° azimuth
 - b. Carport Array 2: 12° and 1° tilts, 186° azimuth
 - c. Carport Array 3: 12° and 1° tilts, 164° azimuth
 - d. Carport Array 4: 12° and 1° tilts, 186° azimuth
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Numbers: PVI-23TL-480, PVI-28TL-480
3. Number and size to be installed: (7) 23 kW inverters, and (2) 28 kW inverters
4. String size and Quantity: 18 panels per string with 42 total strings.
5. Warranty Information: 10 year warranty

Mounting Systems:

1. Carports:
 - a. Manufacturer: Solaire Generation
 - b. Model: Solaire 360D
 - c. Type: Dual Incline Canopies

- d. Warranty: 20 year limited warranty on the structure; 1 year warranty on workmanship

Data Acquisition System (DAS):

1. Manufacturer: Draker Energy Model: Draker PV 250 Gen3 Base Station or equivalent

General System Description with Resiliency option:

1. System Size DC: 230.58 kW DC capacity at Standard Test Conditions
2. System Size AC: 216.00 kW AC

Equipment Provided By Ameresco:

Solar PV Panels:

1. Manufacturer: Canadian Solar
2. Model Number: CS6X-305P
3. Module Wattage: 305W
4. Panel Count: 756 + 0 filler panels
5. Type: Polycrystalline 72 Cell Modules
6. Array orientations:
 - a. Carport Array 1: 12° and 1° tilts, 219° azimuth
 - b. Carport Array 2: 12° and 1° tilts, 186° azimuth
 - c. Carport Array 3: 12° and 1° tilts, 164° azimuth
 - d. Carport Array 4: 12° and 1° tilts, 186° azimuth
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

Under project option including Communities for Resiliency Projects grant the Town of Wayland provides inverters.

Mounting Systems:

2. Carports:
 - a. Manufacturer: Solaire Generation
 - b. Model: Solaire 360D
 - c. Type: Dual Incline Canopies
 - d. Warranty: 20 year limited warranty on the structure; 1 year warranty on workmanship

Data Acquisition System (DAS):

1. Manufacturer: Draker Energy Model: Draker PV 250 Gen3 Base Station or equivalent

Equipment Provided By Town of Wayland:

Inverters:

1. Manufacturer: SMA America
2. Model Numbers: STP24000TL-US-10
3. Number and size to be installed: (9) 24 kW inverters,
4. String size and Quantity: 18 panels per string with 42 total strings.
5. Warranty Information: 10 year warranty

Balance of System:

The Town of Wayland, through the grant money allocated from its Communities for Resiliency Projects grant, will procure all additional balance of system equipment related resiliency project implementation including, but not limit to: wire, conduit, combiner boxes, DC disconnects, switches, and all costs associated with system installation and interconnection to the Middle School main switch gear.

POWER TABLE									
ARRAY	ARRAY		MOUNT			INVERTER			
WYLAND MIDDLE SCHOOL	# OF MODULES	MODULE TYPE	MW p STC	AZIMUTH	PITCH	TYPE	TYPE	EFFICIENCY	MW AC
ARRAY 1	252	C96X-305P	78.86	219	12/1	DUAL CANOPY	(3) SOLECTRA PVI 23 TL	98.0%	69
ARRAY 2	144	C96X-305P	43.92	186	12/1	DUAL CANOPY	(2) SOLECTRA PVI 23 TL	98.0%	46
ARRAY 3	218	C96X-305P	65.88	184	12/1	DUAL CANOPY	(2) SOLECTRA PVI 28 TL	98.0%	58
ARRAY 4	144	C96X-305P	43.92	198	12/1	DUAL CANOPY	(2) SOLECTRA PVI 23 TL	98.0%	46
TOTAL	764		233.68						217

NOT FOR CONSTRUCTION

NOTES:

- SHADING POTENTIAL FOR ROOF IS CALCULATED BASED ON FEBRUARY 24. IT TAKES INTO ACCOUNT SITE LATITUDE AND LONGITUDE.
- SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.
- SHADING TREES BYTD ACCORDY 1/2 OFF THE GROUND FOR HEIGHT OF CANOPY.



TOWN OF WAYLAND - WAYLAND MIDDLE SCHOOL - CANOPY ARRAY LAYOUT
SCALE: 1/32"= 1'-0"

DESIGNED BY:
TOWN OF WAYLAND
DATE: 08/11/2014
PROJECT: WAYLAND MIDDLE SCHOOL
PROJECT NO: 14-001

TOWN OF WAYLAND
201 MAIN STREET
WAYLAND, MA 01778
WAYLAND MIDDLE SCHOOL
300 WASHINGTON STREET
WAYLAND, MA 01778
PHOTOVOLTAIC CANOPY ARRAY LAYOUT

AMERESCO
1100 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1100
WWW.AMERESCO.COM

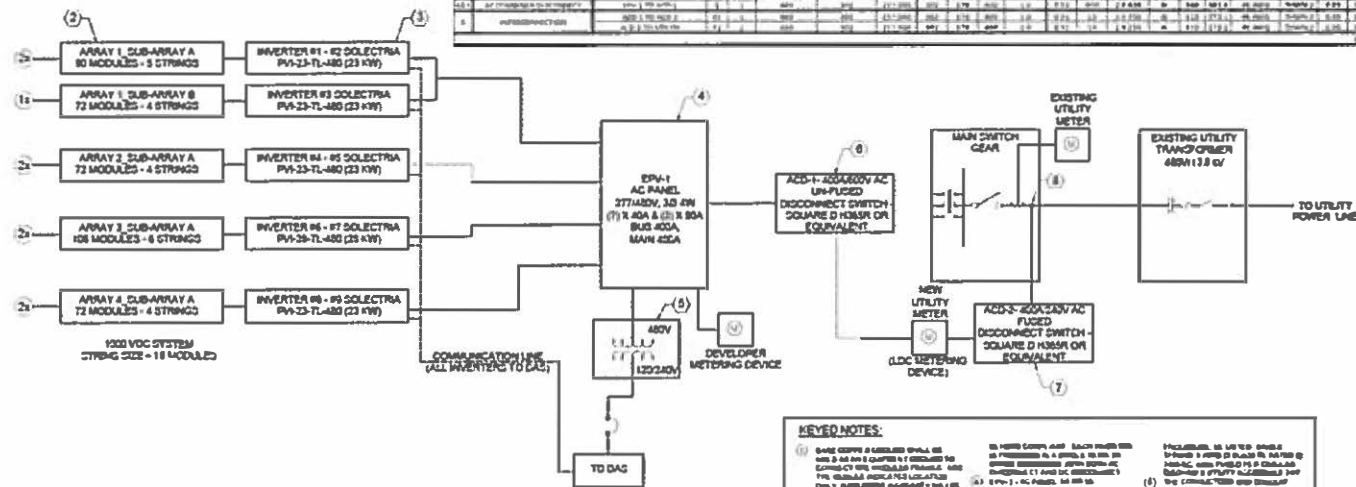
E-100

Solar PV System Layout:

NOTES:

1. ALL DEVICES AND COMPONENTS OF THE PHOTOVOLTAC SYSTEM (PV MODULES, FRAMES, DC DISCONNECTS, INVERTERS, AC DISCONNECTS) WILL BE BONDED THROUGH A COMMON WIRE TO PROVIDE A CURRENT RETURN TO GROUND IN CASE OF A FAULT. THIS WIRE WILL BE CONNECTED TO THE EXISTING GROUND BUS BAR INSIDE THE SWITCHGEAR AND TO GROUND CONNECTION POINTS EXISTING AT BUILDING.
2. ALL CONDUCTORS NOT UNDER OR ALONG PV MODULES SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE MINIMUM 1" DIA. AND SIZED AND SUPPORTED PER NEC.

- ALL DC WIRE SIZES ARE TO BE USED FOR BOTH POSITIVE AND NEGATIVE CONDUCTORS FOR THE ASSOCIATED EQUIPMENT.
- ALL AC WIRES LISTED ARE PER PHASE PLUS A NEUTRAL.
- THIS INSTALLATION INCLUDES A TOTAL OF 42 STRINGS OF 18 PV MODULES.



ELECTRICAL ONE-LINE DIAGRAM
Scale: 1/8" = 1'-0"

KEYED NOTES:

1. GROUNDING IS REQUIRED ON ALL AC AND DC CIRCUITS. THE GROUNDING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE REGULATIONS. THE GROUNDING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE REGULATIONS.
2. CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE MINIMUM 1" DIA. AND SIZED AND SUPPORTED PER NEC.
3. ALL DEVICES AND COMPONENTS OF THE PHOTOVOLTAC SYSTEM (PV MODULES, FRAMES, DC DISCONNECTS, INVERTERS, AC DISCONNECTS) WILL BE BONDED THROUGH A COMMON WIRE TO PROVIDE A CURRENT RETURN TO GROUND IN CASE OF A FAULT. THIS WIRE WILL BE CONNECTED TO THE EXISTING GROUND BUS BAR INSIDE THE SWITCHGEAR AND TO GROUND CONNECTION POINTS EXISTING AT BUILDING.
4. ALL DC WIRE SIZES ARE TO BE USED FOR BOTH POSITIVE AND NEGATIVE CONDUCTORS FOR THE ASSOCIATED EQUIPMENT.
5. ALL AC WIRES LISTED ARE PER PHASE PLUS A NEUTRAL.
6. THIS INSTALLATION INCLUDES A TOTAL OF 42 STRINGS OF 18 PV MODULES.

WIRING AND CONDUIT SCHEDULE

NO.	DESCRIPTION	QTY	WIRE SIZE	CONDUIT SIZE	WIRE TYPE	CONDUIT TYPE	WIRE COLOR	WIRE LENGTH	CONDUIT LENGTH	WIRE WEIGHT	CONDUIT WEIGHT	WIRE VOLUME	CONDUIT VOLUME
1
2
3
4
5
6
7
8
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SCALE: NOT TO SCALE
DRAWN BY: [Name]
DATE: [Date]
PROJECT: [Project Name]

WAYLAND MIDDLE SCHOOL
201 MAIN STREET
WAYLAND, MA 01778

SOLAR CANOPY INSTALLATION
230-58 WWP PV SYSTEM

PHOTOVOLTAC SYSTEM ELECTRICAL DIAGRAM

AMERESCO
111 Superior Street, Suite 418
Wayland, MA 01778
Phone: 978-338-1234

E-102

EXHIBIT B-4
WAYLAND TOWN OFFICES DESCRIPTION OF SYSTEMS

Name: Wayland Town Office – Parking Lot

Address: 41 Cochituate Road, Wayland, MA 01778

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

General System Description:

1. System Size DC: 247.05 kW DC capacity at Standard Test Conditions
2. System Size AC: 207.00 kW AC

Solar PV Panels:

1. Manufacturer: Canadian Solar
2. Model Number: CS6X-305P
3. Module Wattage: 305W
4. Panel Count: 810 + 18 filler panels
5. Type: Polycrystalline 72 Cell Modules
6. Array orientations:
 - a. Carport Array 1: 12° and 1° tilts, 212° azimuth
 - b. Carport Array 2: 12° and 1° tilts, 212° azimuth
 - c. Carport Array 3: 12° and 1° tilts, 212° azimuth
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Numbers: PVI-23TL-480
3. Number and size to be installed: (9) 23 kW inverters
4. String size and Quantity: 18 panels per string with 45 total strings.
5. Warranty Information: 10 year warranty

Mounting Systems:

1. Carports:
 - a. Manufacturer: Solaire Generation
 - b. Model: Solaire 360D
 - c. Type: Dual Incline Canopies
 - d. Warranty: 20 year limited warranty on the structure; 1 year warranty on workmanship

Data Acquisition System (DAS):

1. Manufacturer: Draker Energy Model: Draker PV 250 Gen3 Base Station or equivalent

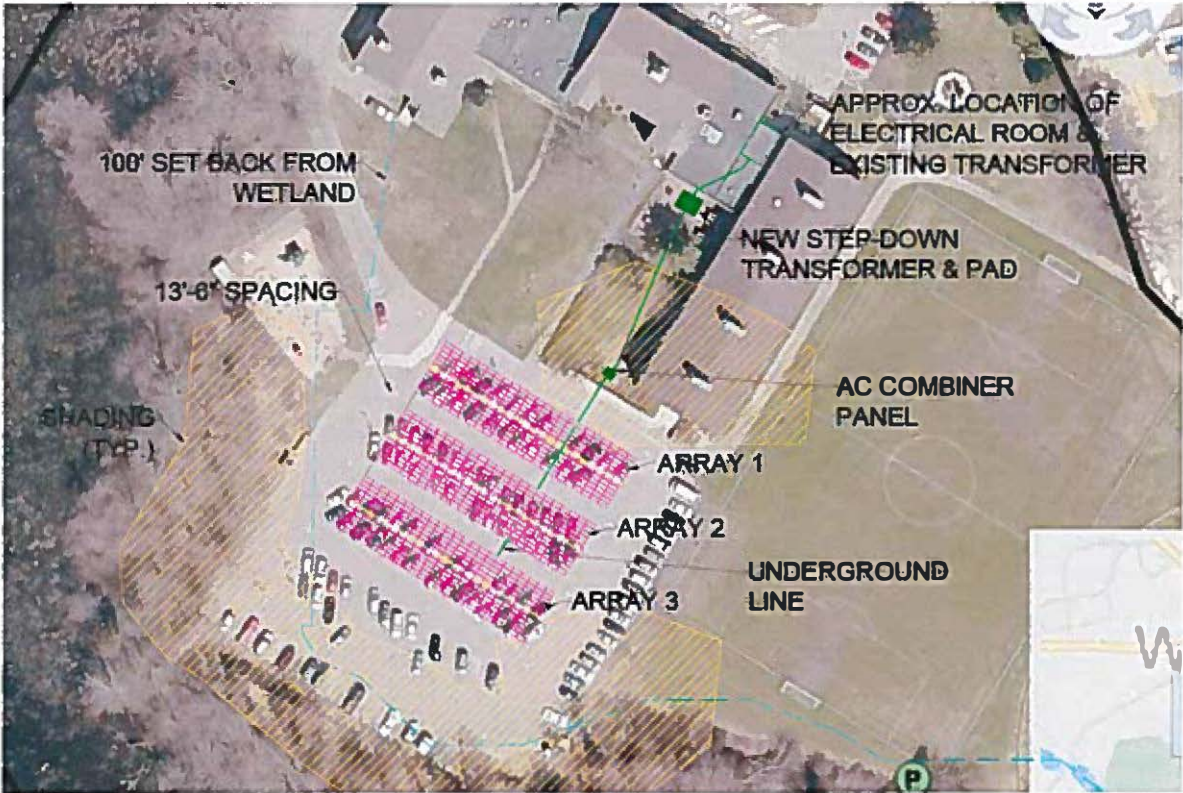
Solar PV System Layout:

WAYLAND TOWN OFFICES	POWER TABLE								
	ARRAY	MODULE			MOUNT		INVERTER		
	# OF MODULES	MODULE TYPE	SWP/BTC	AZMUTH	PITCH	TYPE	TYPE	EFFICIENCY	SWAC
ARRAY 1	270	C38X-305P	82.35	212	12.1	DUAL CANOPY	(3) SOLECTRIA PV 23 TL	96.0%	88
ARRAY 2	270	C38X-305P	82.35	212	12.1	DUAL CANOPY	(3) SOLECTRIA PV 23 TL	96.0%	88
ARRAY 3	270	C38X-305P	82.35	212	12.1	DUAL CANOPY	(3) SOLECTRIA PV 23 TL	96.0%	88
TOTAL	810								267

NOT FOR CONSTRUCTION

NOTES:

- SHADING PATTERNS FOR ROOFS IS CALCULATED BASED ON FEBRUARY 21. IT TAKES INTO ACCOUNT SITE LATITUDE AND LONGITUDE.
- SHADING FOR DECKETS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.
- SHADING TAKES INTO ACCOUNT 12' OFF THE EASING FOR HEIGHT OF CANOPY.



TOWN OF WAYLAND - TOWN OFFICES BUILDING - CANOPY ARRAY LAYOUT
 SCALE: 1"= 30'-0"

SCALE: 1"= 30'-0"
 DRAWING BY: JST
 CHECKED BY: JJA
 DATE: 08/19/2021

TOWN OF WAYLAND
 11 COCKSCUTT RD
 WAYLAND, MA 01778
 WAYLAND TOWN OFFICES
 247.03 WHP DC BTC PV ARRAY INSTALLATION
 PHOTOVOLTAIC CANOPY ARRAY LAYOUT

AMERESCO
 11 Green Road, Suite 100
 Wayland, MA 01778
 978.947.2800

E-100

Electrical System Layout:

WAYLAND TOWN DE FINES
 41 COCKSHUTE RD
 WAYLAND, MA 01778

SOLAR CANOPY INSTALLATION
 247.05 kWp PV SYSTEM

PHOTOVOLTAIC SYSTEM ELECTRICAL DIAGRAM

AMERESCO
 111 Egan Blvd, Suite 101
 Wayland, MA 01778
 Tel: 978.875.4400
 Fax: 978.875.4401

E-102

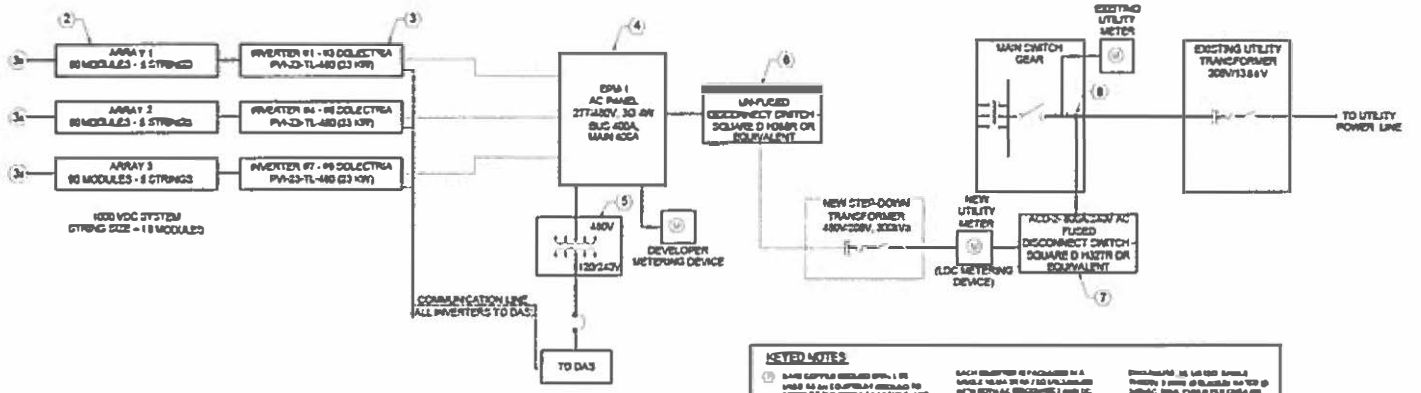
NOTES:

- ALL DEVICES AND COMPONENTS OF THE PHOTOVOLTAIC SYSTEM (PV MODULES, FRAMES, DC DISCONNECTS, INVERTERS, AC DISCONNECTS) WILL BE BONDED THROUGH A COMMON WIRE TO PROVIDE A CURRENT RETURN TO GROUND IN CASE OF A FAULT. THIS WIRE WILL BE CONNECTED TO THE EXISTING GROUND BUS BAR INSIDE THE SWITCHGEAR AND TO GROUND CONNECTION POINTS EXISTING AT BUILDING.
- ALL CONDUCTORS NOT UNDER OR ALONG PV MODULES SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE MINIMUM 1" EMT AND SIZED AND SUPPORTED PER NEC.

- ALL DC WIRE SIZES ARE TO BE USED FOR BOTH POSITIVE AND NEGATIVE CONDUCTORS FOR THE ASSOCIATED EQUIPMENT.
- ALL AC WIRES LISTED ARE PER PHASE PLUS A NEUTRAL.
- THIS INSTALLATION INCLUDES A TOTAL OF 45 STRINGS OF 18 PV MODULES.

WIRE AND CONDUIT SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	CONDUIT SIZE	WIRE SIZE	WIRE TYPE	WIRE COLOR	WIRE LENGTH	CONDUIT LENGTH	CONDUIT WEIGHT	WIRE WEIGHT	WIRE VOLUME	WIRE AREA	WIRE PERIMETER	WIRE WEIGHT PER FOOT	CONDUIT WEIGHT PER FOOT	CONDUIT PERIMETER	CONDUIT AREA	CONDUIT PERIMETER
1	PHOTOVOLTAIC	4	100'	4"	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
2	PHOTOVOLTAIC	85	5	1/2"	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
3	INVERTER	3	100'	2"	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
4	NEW ELECTRICAL	1	100'	2"	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10



KEYED NOTES:

- BASE SUPPLIES INCLUDE EPN 1 277/480V AC PANEL, 300 AMP, BUS 400A, MAIN 400A. THE PANEL SHALL BE INSTALLED IN THE MAIN ELECTRICAL ROOM. THE PANEL SHALL BE BONDED TO THE MAIN ELECTRICAL ROOM GROUND BUS. THE PANEL SHALL BE INSTALLED IN THE MAIN ELECTRICAL ROOM. THE PANEL SHALL BE INSTALLED IN THE MAIN ELECTRICAL ROOM.
- UN-FUSED DISCONNECT SWITCH - SQUARE D HOMER OR EQUIVALENT.
- NEW STEP-DOWN TRANSFORMER 480V-208V, 300KVA.
- NEW UTILITY METER (AC METERING DEVICE).
- EXISTING UTILITY METER.
- EXISTING UTILITY TRANSFORMER 208V/120V.
- TO UTILITY POWER LINE.
- TO DAS.

Exhibit C-1
WAYLAND DPW FACILITY PRODUCTION GUARANTEE

1. Guarantee Amount

Wayland DPW Facility Guarantee Amount	
Estimated First Year's Solar PV Production	261,206
Guarantee Percentage	80%
Annual Facilities Degradation Factor	0.5%
Contract Year	Guarantee Amount (kWh)
1	208,965
2	207,920
3	206,880
4	205,846
5	204,817
6	203,793
7	202,774
8	201,760
9	200,751
10	199,747
11	198,749
12	197,755
13	196,766
14	195,782
15	194,803
16	193,829
17	192,860
18	191,896
19	190,936
20	189,982

2. Transformer Loss Factor: 0.0%
3. Outside Operation Date Liquidated Damages: \$71.45 per day

Exhibit C-2
WAYLAND HIGH SCHOOL PRODUCTION GUARANTEE

1. Guarantee Amount

Wayland High School Guarantee Amount	
Estimated First Year's Solar PV Production	702,985
Guarantee Percentage	80%
Annual Facilities Degradation Factor	0.5%
Contract Year	Guarantee Amount (kWh)
1	562,388
2	559,576
3	556,778
4	553,994
5	551,224
6	548,468
7	545,726
8	542,997
9	540,282
10	537,581
11	534,893
12	532,218
13	529,557
14	526,909
15	524,275
16	521,653
17	519,045
18	516,450
19	513,868
20	511,298

2. Transformer Loss Factor: 1.2%
3. Outside Operation Date Liquidated Damages: \$192.30 per day

Exhibit C-3
WAYLAND MIDDLE SCHOOL PRODUCTION GUARANTEE

1. Guarantee Amount

Wayland Middle School Guarantee Amount	
Estimated First Year's Solar PV Production	276,866
Guarantee Percentage	80%
Annual Facilities Degradation Factor	0.5%
Contract Year	Guarantee Amount (kWh)
1	221,493
2	220,385
3	219,284
4	218,187
5	217,096
6	216,011
7	214,931
8	213,856
9	212,787
10	211,723
11	210,664
12	209,611
13	208,563
14	207,520
15	206,482
16	205,450
17	204,423
18	203,401
19	202,384
20	201,372

2. Transformer Loss Factor: 0.0%
3. Outside Operation Date Liquidated Damages: \$75.74 per day

Exhibit C-4
WAYLAND TOWN OFFICES PRODUCTION GUARANTEE

1. Guarantee Amount

Wayland Town Offices	
Guarantee Amount	
Estimated First Year's Solar PV Production	296,086
Guarantee Percentage	80%
Annual Facilities Degradation Factor	0.5%
Contract Year	Guarantee Amount (kWh)
1	236,869
2	235,684
3	234,506
4	233,334
5	232,167
6	231,006
7	229,851
8	228,702
9	227,558
10	226,420
11	225,288
12	224,162
13	223,041
14	221,926
15	220,816
16	219,712
17	218,614
18	217,521
19	216,433
20	215,351

2. Transformer Loss Factor: 0.0%
3. Outside Operation Date Liquidated Damages: \$80.99 per day

Exhibit D

**Exhibit E-1
WAYLAND DPW FACILITY BUYER TERMINATION PAYMENT**

Wayland DPW Facility		
BUYER TERMINATION PAYMENT*		
	A	B
Termination Occurs at the end of Year:	Early Termination Fee (Including costs of removal**)	Early Termination Fee (Excluding costs of removal)
1	\$ 1,100,524	\$ 1,078,538
2	\$ 1,059,937	\$ 1,037,292
3	\$ 1,009,692	\$ 986,367
4	\$ 953,405	\$ 929,380
5	\$ 892,266	\$ 867,521
6	\$ 778,354	\$ 752,866
7	\$ 730,610	\$ 704,357
8	\$ 682,091	\$ 655,051
9	\$ 632,542	\$ 604,690
10	\$ 581,230	\$ 552,544
11	\$ 546,636	\$ 517,089
12	\$ 508,471	\$ 478,037
13	\$ 468,560	\$ 437,213
14	\$ 426,809	\$ 394,522
15	\$ 383,120	\$ 349,864
16	\$ 337,386	\$ 303,133
17	\$ 290,091	\$ 254,810
18	\$ 241,671	\$ 205,331
19	\$ 192,017	\$ 154,588
20	\$ 140,994	\$ 102,441

* The termination costs are prorated based on the system size in kW_DC for the DPW Facility compared to the total system size of all the sites.
 **Estimated costs of removal are for indicative budget planning purposes. The Buyer shall pay the actual, documented removal costs less the actual, documented salvage value.

Exhibit E-2

WAYLAND HIGH SCHOOL BUYER TERMINATION PAYMENT

Wayland High School		
BUYER TERMINATION PAYMENT*		
	A	B
Termination Occurs at the end of Year:	Early Termination Fee (Including costs of removal**)	Early Termination Fee (Excluding costs of removal)
1	\$ 2,888,395	\$ 2,830,692
2	\$ 2,781,874	\$ 2,722,439
3	\$ 2,650,001	\$ 2,588,784
4	\$ 2,502,273	\$ 2,439,219
5	\$ 2,341,809	\$ 2,276,864
6	\$ 2,042,840	\$ 1,975,946
7	\$ 1,917,532	\$ 1,848,631
8	\$ 1,790,192	\$ 1,719,225
9	\$ 1,660,146	\$ 1,587,049
10	\$ 1,525,477	\$ 1,450,187
11	\$ 1,434,682	\$ 1,357,134
12	\$ 1,334,514	\$ 1,254,639
13	\$ 1,229,765	\$ 1,147,494
14	\$ 1,120,188	\$ 1,035,449
15	\$ 1,005,522	\$ 918,241
16	\$ 885,492	\$ 795,592
17	\$ 761,363	\$ 668,766
18	\$ 634,280	\$ 538,905
19	\$ 503,961	\$ 405,725
20	\$ 370,047	\$ 268,864

* The termination costs are prorated based on the system size in kW_DC for the High School compared to the total system size of all the sites.

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

Exhibit E-3

WAYLAND MIDDLE SCHOOL BUYER TERMINATION PAYMENT

Wayland Middle School		
BUYER TERMINATION PAYMENT*		
	A	B
Termination Occurs at the end of Year:	Early Termination Fee (Including costs of removal**)	Early Termination Fee (Excluding costs of removal)
1	\$ 1,133,763	\$ 1,111,113
2	\$ 1,091,951	\$ 1,068,621
3	\$ 1,040,187	\$ 1,016,158
4	\$ 982,201	\$ 957,450
5	\$ 919,215	\$ 893,722
6	\$ 801,862	\$ 775,605
7	\$ 752,676	\$ 725,631
8	\$ 702,692	\$ 674,836
9	\$ 651,646	\$ 622,954
10	\$ 598,785	\$ 569,232
11	\$ 563,146	\$ 532,707
12	\$ 523,828	\$ 492,475
13	\$ 482,712	\$ 450,418
14	\$ 439,700	\$ 406,438
15	\$ 394,691	\$ 360,431
16	\$ 347,576	\$ 312,288
17	\$ 298,853	\$ 262,506
18	\$ 248,970	\$ 211,533
19	\$ 197,816	\$ 159,256
20	\$ 145,252	\$ 105,535

* The termination costs are prorated based on the system size in kW_DC for the Middle School compared to the total system size of all the sites.

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

Exhibit E-4
WAYLAND TOWN OFFICES BUYER TERMINATION PAYMENT

Wayland Town Offices		
BUYER TERMINATION PAYMENT*		
	A	B
Termination Occurs at the end of Year:	Early Termination Fee (Including costs of removal**)	Early Termination Fee (Excluding costs of removal)
1	\$ 1,214,746	\$ 1,190,478
2	\$ 1,169,947	\$ 1,144,951
3	\$ 1,114,486	\$ 1,088,741
4	\$ 1,052,358	\$ 1,025,840
5	\$ 984,873	\$ 957,560
6	\$ 859,138	\$ 831,005
7	\$ 806,439	\$ 777,462
8	\$ 752,885	\$ 723,038
9	\$ 698,192	\$ 667,451
10	\$ 641,556	\$ 609,892
11	\$ 603,371	\$ 570,757
12	\$ 561,244	\$ 527,652
13	\$ 517,191	\$ 482,591
14	\$ 471,107	\$ 435,469
15	\$ 422,883	\$ 386,176
16	\$ 372,403	\$ 334,595
17	\$ 320,199	\$ 281,257
18	\$ 266,753	\$ 226,642
19	\$ 211,946	\$ 170,632
20	\$ 155,627	\$ 113,073

* The termination costs are prorated based on the system size in kW_DC for the Town Offices compared to the total system size of all the sites.

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

EXHIBIT F-1

WAYLAND DPW FACILITY DEVELOPER TERMINATION PAYMENT

If Buyer is entitled to a Developer Termination Payment, then such Developer Termination Payment shall be in an amount equal to the present value (discounted at five percent (5%)) of the cash flow equal to the product of:

(A) \$0.03 per kWh

Multiplied by:

(B) The Guaranteed Annual Electric Output in each such remaining Contract Year.

A sample calculation follows (“Owner Termination Rate” means \$0.03/kWh):

WAYLAND DPW FACILITY DEVELOPER TERMINATION PAYMENT CALCULATION				
Electricity Price per Exhibit C:				
Owner Termination Rate (\$/kWh):		\$ 0.0300		
Rate:		5.00%		
Year of Termination	Guaranteed Annual Electric Output (KWh)	Guaranteed Annual Electric Output x Owner Termination Rate	Total Annual Payment	Owner Termination Payment
1	208,965	\$ 6,269	\$ 6,269	\$ 75,120
2	207,920	\$ 6,238	\$ 6,238	\$ 72,607
3	206,880	\$ 6,206	\$ 6,206	\$ 70,000
4	205,846	\$ 6,175	\$ 6,175	\$ 67,294
5	204,817	\$ 6,145	\$ 6,145	\$ 64,483
6	203,793	\$ 6,114	\$ 6,114	\$ 61,563
7	202,774	\$ 6,083	\$ 6,083	\$ 58,527
8	201,760	\$ 6,053	\$ 6,053	\$ 55,370
9	200,751	\$ 6,023	\$ 6,023	\$ 52,086
10	199,747	\$ 5,992	\$ 5,992	\$ 48,668
11	198,749	\$ 5,962	\$ 5,962	\$ 45,109
12	197,755	\$ 5,933	\$ 5,933	\$ 41,402
13	196,766	\$ 5,903	\$ 5,903	\$ 37,539
14	195,782	\$ 5,873	\$ 5,873	\$ 33,513
15	194,803	\$ 5,844	\$ 5,844	\$ 29,315
16	193,829	\$ 5,815	\$ 5,815	\$ 24,937
17	192,860	\$ 5,786	\$ 5,786	\$ 20,369
18	191,896	\$ 5,757	\$ 5,757	\$ 15,602
19	190,936	\$ 5,728	\$ 5,728	\$ 10,625
20	189,982	\$ 5,699	\$ 5,699	\$ 5,428

**EXHIBIT F-2
WAYLAND HIGH SCHOOL DEVELOPER TERMINATION PAYMENT**

If Buyer is entitled to a Developer Termination Payment, then such Developer Termination Payment shall be in an amount equal to the present value (discounted at five percent (5%)) of the cash flow equal to the product of:

(A) \$0.03 per kWh

Multiplied by:

(B) The Guaranteed Annual Electric Output in each such remaining Contract Year.

A sample calculation follows (“Owner Termination Rate” means \$0.03/kWh):

WAYLAND HIGH SCHOOL DEVELOPER TERMINATION PAYMENT CALCULATION				
Electricity Price per Exhibit C:				
Owner Termination Rate (\$/kWh):		\$ 0.0300		
Rate:		5.00%		
Year of Termination	Guaranteed Annual Electric Output (KWh)	Guaranteed Annual Electric Output x Owner Termination Rate	Total Annual Payment	Owner Termination Payment
1	562,388	\$ 16,872	\$ 16,872	\$ 202,172
2	559,576	\$ 16,787	\$ 16,787	\$ 195,409
3	556,778	\$ 16,703	\$ 16,703	\$ 188,392
4	553,994	\$ 16,620	\$ 16,620	\$ 181,108
5	551,224	\$ 16,537	\$ 16,537	\$ 173,544
6	548,468	\$ 16,454	\$ 16,454	\$ 165,684
7	545,726	\$ 16,372	\$ 16,372	\$ 157,514
8	542,997	\$ 16,290	\$ 16,290	\$ 149,018
9	540,282	\$ 16,208	\$ 16,208	\$ 140,179
10	537,581	\$ 16,127	\$ 16,127	\$ 130,980
11	534,893	\$ 16,047	\$ 16,047	\$ 121,401
12	532,218	\$ 15,967	\$ 15,967	\$ 111,425
13	529,557	\$ 15,887	\$ 15,887	\$ 101,029
14	526,909	\$ 15,807	\$ 15,807	\$ 90,194
15	524,275	\$ 15,728	\$ 15,728	\$ 78,897
16	521,653	\$ 15,650	\$ 15,650	\$ 67,113
17	519,045	\$ 15,571	\$ 15,571	\$ 54,819
18	516,450	\$ 15,493	\$ 15,493	\$ 41,989
19	513,868	\$ 15,416	\$ 15,416	\$ 28,595
20	511,298	\$ 15,339	\$ 15,339	\$ 14,609

EXHIBIT F-3

WAYLAND MIDDLE SCHOOL DEVELOPER TERMINATION PAYMENT

If Buyer is entitled to a Developer Termination Payment, then such Developer Termination Payment shall be in an amount equal to the present value (discounted at five percent (5%)) of the cash flow equal to the product of:

(A) \$0.03 per kWh

Multiplied by:

(B) The Guaranteed Annual Electric Output in each such remaining Contract Year.

A sample calculation follows (“Owner Termination Rate” means \$0.03/kWh):

WAYLAND MIDDLE SCHOOL DEVELOPER TERMINATION PAYMENT CALCULATION				
Electricity Price per Exhibit C:				
Owner Termination Rate (\$/kWh):		\$ 0.0300		
Rate:		5.00%		
Year of Termination	Guaranteed Annual Electric Output (KWh)	Guaranteed Annual Electric Output x Owner Termination Rate	Total Annual Payment	Owner Termination Payment
1	221,493	\$ 6,645	\$ 6,645	\$ 79,624
2	220,385	\$ 6,612	\$ 6,612	\$ 76,961
3	219,284	\$ 6,579	\$ 6,579	\$ 74,197
4	218,187	\$ 6,546	\$ 6,546	\$ 71,328
5	217,096	\$ 6,513	\$ 6,513	\$ 68,349
6	216,011	\$ 6,480	\$ 6,480	\$ 65,254
7	214,931	\$ 6,448	\$ 6,448	\$ 62,036
8	213,856	\$ 6,416	\$ 6,416	\$ 58,690
9	212,787	\$ 6,384	\$ 6,384	\$ 55,209
10	211,723	\$ 6,352	\$ 6,352	\$ 51,586
11	210,664	\$ 6,320	\$ 6,320	\$ 47,813
12	209,611	\$ 6,288	\$ 6,288	\$ 43,884
13	208,563	\$ 6,257	\$ 6,257	\$ 39,790
14	207,520	\$ 6,226	\$ 6,226	\$ 35,522
15	206,482	\$ 6,194	\$ 6,194	\$ 31,073
16	205,450	\$ 6,163	\$ 6,163	\$ 26,432
17	204,423	\$ 6,133	\$ 6,133	\$ 21,590
18	203,401	\$ 6,102	\$ 6,102	\$ 16,537
19	202,384	\$ 6,072	\$ 6,072	\$ 11,262
20	201,372	\$ 6,041	\$ 6,041	\$ 5,753

EXHIBIT F-4

WAYLAND TOWN OFFICES DEVELOPER TERMINATION PAYMENT

If Buyer is entitled to a Developer Termination Payment, then such Developer Termination Payment shall be in an amount equal to the present value (discounted at five percent (5%)) of the cash flow equal to the product of:

(A) \$0.03 per kWh

Multiplied by:

(B) The Guaranteed Annual Electric Output in each such remaining Contract Year.

A sample calculation follows (“Owner Termination Rate” means \$0.03/kWh):

WAYLAND TOWN OFFICES DEVELOPER TERMINATION PAYMENT CALCULATION				
Electricity Price per Exhibit C:				
Owner Termination Rate (\$/kWh):		\$ 0.0300		
Rate:		5.00%		
Year of Termination	Guaranteed Annual Electric Output (KWh)	Guaranteed Annual Electric Output x Owner Termination Rate	Total Annual Payment	Owner Termination Payment
1	236,869	\$ 7,106	\$ 7,106	\$ 85,152
2	235,684	\$ 7,071	\$ 7,071	\$ 82,303
3	234,506	\$ 7,035	\$ 7,035	\$ 79,348
4	233,334	\$ 7,000	\$ 7,000	\$ 76,280
5	232,167	\$ 6,965	\$ 6,965	\$ 73,094
6	231,006	\$ 6,930	\$ 6,930	\$ 69,784
7	229,851	\$ 6,896	\$ 6,896	\$ 66,343
8	228,702	\$ 6,861	\$ 6,861	\$ 62,764
9	227,558	\$ 6,827	\$ 6,827	\$ 59,041
10	226,420	\$ 6,793	\$ 6,793	\$ 55,167
11	225,288	\$ 6,759	\$ 6,759	\$ 51,132
12	224,162	\$ 6,725	\$ 6,725	\$ 46,930
13	223,041	\$ 6,691	\$ 6,691	\$ 42,552
14	221,926	\$ 6,658	\$ 6,658	\$ 37,988
15	220,816	\$ 6,624	\$ 6,624	\$ 33,230
16	219,712	\$ 6,591	\$ 6,591	\$ 28,267
17	218,614	\$ 6,558	\$ 6,558	\$ 23,089
18	217,521	\$ 6,526	\$ 6,526	\$ 17,685
19	216,433	\$ 6,493	\$ 6,493	\$ 12,044
20	215,351	\$ 6,461	\$ 6,461	\$ 6,153

**EXHIBIT G
AGREEMENT PROVISION**

1. Electricity Price

Wayland- HS, TB, MS, DPW PPA Electricity Rate				
	First Year Rate (\$/kWh)	\$	0.1280	
	Annual Rate Escalator		2.0%	
	Annual Tax Payment	\$	30,000	
Year	Electricity Price	Tax Adder	Decommissioning Adder	Total PPA Rate
	(\$/kWh)	(\$/kWh)	(\$/kWh)	(\$/kWh)
1	0.1280	0.0195	0.0030	0.1505
2	0.1306	0.0196	0.0030	0.1532
3	0.1332	0.0197	0.0030	0.1559
4	0.1358	0.0198	0.0030	0.1586
5	0.1386	0.0199	0.0030	0.1615
6	0.1413	0.0200	0.0030	0.1643
7	0.1441	0.0201	0.0030	0.1673
8	0.1470	0.0202	0.0030	0.1702
9	0.1500	0.0203	0.0030	0.1733
10	0.1530	0.0204	0.0030	0.1764
11	0.1560	0.0205	0.0030	0.1796
12	0.1592	0.0206	0.0030	0.1828
13	0.1623	0.0207	0.0030	0.1861
14	0.1656	0.0208	0.0030	0.1894
15	0.1689	0.0209	0.0030	0.1928
16	0.1723	0.0210	0.0030	0.1963
17	0.1757	0.0211	0.0030	0.1999
18	0.1792	0.0213	0.0030	0.2035
19	0.1828	0.0214	0.0030	0.2072
20	0.1865	0.0215	0.0030	0.2109

Notes:
 1) The Property Tax Adder assumes a structured tax rate, which is divided by the expected electricity production (kWh) in year 1 of the contract.
 2) Decommissioning adders assumes a decommissioning bond equal to project decommissioning costs, which is divided by electricity production (kWh) in each year of the contract.

2. Annual Facilities Degradation Factor: 0.05%

3. LDC: Eversource (NSTAR)

EXHIBIT H
AGREEMENT PROVISION WITH COMMUNITIES FOR RESILIENCY PROJECTS
GRANT APPLIED

1. Electricity Price with Communities for Energy Resiliency Projects grant applied

Wayland- HS, TB, MS, DPW				
PPA Electricity Rate				
	First Year Rate (\$/kWh)	\$	0.1265	
	Annual Rate Escalator		2.0%	
	Annual Tax Payment	\$	30,000	
Year	Electricity Price	Tax Adder	Decommissioning Adder	Total PPA Rate
	(\$/kWh)	(\$/kWh)	(\$/kWh)	(\$/kWh)
1	0.1265	0.0195	0.0030	0.1490
2	0.1290	0.0196	0.0030	0.1516
3	0.1316	0.0197	0.0030	0.1543
4	0.1342	0.0198	0.0030	0.1571
5	0.1369	0.0199	0.0030	0.1598
6	0.1397	0.0200	0.0030	0.1627
7	0.1425	0.0201	0.0030	0.1656
8	0.1453	0.0202	0.0030	0.1685
9	0.1482	0.0203	0.0030	0.1715
10	0.1512	0.0204	0.0030	0.1746
11	0.1542	0.0205	0.0030	0.1777
12	0.1573	0.0206	0.0030	0.1809
13	0.1604	0.0207	0.0030	0.1842
14	0.1636	0.0208	0.0030	0.1875
15	0.1669	0.0209	0.0030	0.1908
16	0.1703	0.0210	0.0030	0.1943
17	0.1737	0.0211	0.0030	0.1978
18	0.1771	0.0213	0.0030	0.2014
19	0.1807	0.0214	0.0030	0.2050
20	0.1843	0.0215	0.0030	0.2088

Notes:

- 1) The Property Tax Adder assumes a structured tax rate, which is divided by the expected electricity production (kWh) in year 1 of the contract.
- 2) Decommissioning adders assumes a decommissioning bond equal to project decommissioning costs, which is divided by electricity production (kWh) in each year of the contract.

The sample table indicates the adjusted Electricity Price with Communities for Energy Resiliency Projects grant applied assuming the Town of Wayland applies its \$264,627 Communities for Energy Resiliency Projects grant money towards the purchase of inverters for the Wayland Middle School project site, therefore excluding Ameresco from the purchase of inverters for the Wayland Middle School project. The sample table assumes inverters purchased through the grant result in avoided project cost equal to \$32,620 assuming 90% (\$27,652) covered by grant funds and 10% (\$3,260) paid for by the Town through the electricity price. Pricing assumes all other material and labor costs attributable to retrofitting the Wayland Middle School site for resiliency including but not limited to: electrical contractor labor, trenching, DC disconnects, wire, and conduit are covered by the Communities for Energy Resiliency Projects grant. Pricing includes Ameresco Operations and Maintenance of inverters for all sites. As the actual dollar value of the grant that to be applied to offset project costs is undetermined at the time of contract execution, the final

adjustment to the Electrical Price is equal to a reduction of \$0.0015/kWh per \$32,620 of grant funding allocated to reduce project cost.

2. Annual Facilities Degradation Factor: 0.05%
3. LDC: Eversource (NSTAR)

Exhibit H

Buyer Safety and Security Requirements

**FORM OF CONSENT AND AGREEMENT
(POWER PURCHASE AGREEMENT)**

This CONSENT AND AGREEMENT (POWER PURCHASE AGREEMENT), dated as of [*Insert date*] (this "Consent"), is among Town of Wayland, Massachusetts, with an address of 41 Cochituate Road, Wayland, Massachusetts 01778, a municipal corporation of the Commonwealth of Massachusetts, acting through its Board of Selectmen (the "Customer") and Wayland Municipal Solar LLC, a Delaware limited liability company (the "Provider"), and DE LAGE LANDEN FINANCIAL SERVICES, INC., a corporation organized under the laws of Michigan, in its capacity as collateral agent (the "Collateral Agent") for _____-DLL Solar Trust, a Delaware statutory trust (the "Lessor") (the Lessor and the Collateral Agent, individually and collectively, the "Secured Parties"). Terms used herein but not defined herein shall have the meaning set forth in the Power Purchase Agreement (as defined below).

WHEREAS, in connection with those certain solar photovoltaic electric generation facilities with an aggregate generating capacity of up to ___ kW to be constructed, installed, operated and maintained at on the property or properties described in Attachment A hereto (collectively, the "System"), the Customer and the Provider entered into that certain Power Purchase Agreement, dated as of _____, 2015 (as amended, modified and supplemented and in effect from time to time, the "Power Purchase Agreement");

WHEREAS, the Lessor is financing the System pursuant to a lease agreement, together with related financing and collateral documents more specifically described therein (as amended, modified and supplemented and in effect from time to time, collectively, the "Financing Documents"), between the Provider and the Lessor and the Collateral Agent for the benefit of the Lessor;

WHEREAS, pursuant to the Financing Documents, the Provider will sell the System to the Lessor and the Provider will simultaneously lease the System from the Lessor;

WHEREAS, as security for the obligations of the Provider to the Secured Parties under the Financing Documents, the Provider will collaterally assign, pursuant to that certain security agreement entered into by and between the Provider and the Collateral Agent for the benefit of the Secured Parties (as amended, modified and supplemented and in effect from time to time, the "Security Agreement"), all of its estate, right, title and interest in, to and under the Power Purchase Agreement to the Collateral Agent and the Provider will grant to the Collateral Agent for the benefit of the Secured Parties a security interest therein; and

WHEREAS, it is a condition precedent under the Financing Documents that the Provider shall have executed and delivered this Consent with the Customer and Secured Parties.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree, notwithstanding anything in the Power Purchase Agreement to the contrary, as follows:

ARTICLE 1

CONSENT TO THE TRANSFER OF OWNERSHIP OF THE SYSTEM AND TO THE COLLATERAL ASSIGNMENT OF THE POWER PURCHASE AGREEMENT

1.1 The Customer hereby irrevocably consents to: (a) the sale and transfer by the Provider to the Lessor of all of the Provider's estate, right, title and interest in, to and under the System; (b) the lease of the System by the Lessor to the Lessee during the term of the lease agreement; (c) the grant of a security interest in and the assignment of collateral security by the Provider to the Collateral Agent for the benefit of the Secured Parties and any subsequent assignments by the Secured Parties of all of the Provider's estate, right, title and interest in, to and under the Power Purchase Agreement, including without limitation (i) all rights of the Provider to request and receive all payments or other amounts paid or to be paid or due and to become due under the Power Purchase Agreement, (ii) all other rights, claims, powers, privileges, proceeds, titles, interests and remedies of the Provider arising under the Power Purchase Agreement, including without limitation all rights of the Provider to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Power Purchase Agreement, (iii) all rights of the Provider to terminate, amend, supplement, modify or waive performance under the Power Purchase Agreement and to compel performance and otherwise to exercise remedies thereunder, (iv) all rights to take possession of and succeed to all of the Provider's estate, right, title and interest under the Power Purchase Agreement, including the right to continue to perform in place of the Provider, (v) all rights to rely upon all representations, warranties, indemnities and agreements made by the Customer under or pursuant to the Power Purchase Agreement, and (vi) all rights of the Provider to the Licensed Area (hereinafter, the "Licensed Area"); (e) the pledge and grant of the equity ownership interest (1) in the Lessee and (2) in the entity that owns the Lessee, in each case as collateral security to the Collateral Agent for the benefit of the Secured Parties, including without limitation, the Collateral Agent's or its assignee's or designee's right to foreclose (or sale in lieu of foreclosure) on such equity interests; (f) the grant of a precautionary security interest in the System and recording of a fixture filing and other lien filings with respect to the System by the Provider to the Collateral Agent for the benefit of the Secured Parties; and (g) the return, if applicable, of the System by the Provider to the Lessor at the end of the term of the lease agreement and the direct assignment by the Provider to the Lessor of the Power Purchase Agreement at such time. The Customer acknowledges the right of Secured Parties, in the exercise of Collateral Agent's rights and remedies pursuant to the Security Agreement, to make all demands, give all notices, take all actions and exercise all rights of the Provider under the Power Purchase Agreement. The Customer agrees that the System is personal property and acknowledges that Secured Parties have relied upon the characterization of the System as personal property in accepting the above described security interest as collateral for its financing of the System.

1.2 The Customer hereby acknowledges that, at any time that an Event of Default (as defined in the Financing Documents) has occurred and is continuing under the Financing Documents, Secured Parties will be entitled (but not obligated) to exercise and enforce directly against the Customer any and all rights of the Provider under the Power Purchase Agreement, including making all demands, giving all notices and taking all actions, in

accordance with its terms and the Customer agrees to comply in all respects with its obligations under the Power Purchase Agreement in the event of such exercise.

1.3 Without the prior written consent of the Secured Parties, the Customer agrees not to:

- (i) amend, supplement or otherwise modify or vary the terms of the Power Purchase Agreement (as in effect on the date hereof);
- (ii) sell, assign or otherwise dispose of any part of its interest in the Power Purchase Agreement or this Consent;
- (iii) other than pursuant hereto, consent to any other assignment or other transfer by the Provider of its rights under the Power Purchase Agreement;
- (iv) consent to any voluntary termination, cancellation or suspension of performance by the Provider under the Power Purchase Agreement;
- (v) cancel, terminate or suspend performance under the Power Purchase Agreement unless the Customer has complied with its other obligations herein; or
- (vi) voluntarily or mutually suspend, cancel or terminate the Power Purchase Agreement.

1.4 Notwithstanding anything to the contrary contained in the Power Purchase Agreement, upon the occurrence and continuation of a breach or default by the Provider under the Power Purchase Agreement (a "Provider Default"), or upon the occurrence of any event or condition under the Power Purchase Agreement which would immediately or with the passage of an applicable grace period or the giving of notice, or both, enable the Customer to terminate or suspend its performance under the Power Purchase Agreement, the Customer agrees not to terminate or suspend its performance under the Power Purchase Agreement (or take any legal or administrative action seeking to cause any termination or suspension) until the Customer delivers to the Secured Parties written notice (a) stating that it intends to exercise such right on a date not less than 60 days after the date of such notice, (b) specifying the nature of the default giving rise to such right (and, in the case of a payment default, specifying the amount thereof) and (c) permitting the Secured Parties to cure such default by making a payment in the amount in default or by performing or causing to be performed the obligation in default, as the case may be, prior to the date identified in such written notice to the Secured Parties.

1.5 The Customer agrees that, notwithstanding anything contained in the Power Purchase Agreement to the contrary, upon the occurrence and continuation of a Provider Default, the Customer agrees not to terminate or suspend its performance under the Power Purchase Agreement if, and for so long as, the Secured Parties shall be using commercially reasonable efforts to (i) cure such default or (ii) otherwise acquire, directly or indirectly, the

Provider's interest in the Power Purchase Agreement, and the Customer agrees to grant the Secured Parties a reasonable period of time, but in no event less than a period equal to ninety (90) days from the later of (x) the end of the Provider's cure period (if any) and (y) the date on which the Secured Parties receive notice of such Provider Default from the Customer, to cure such default and, thereafter, the Secured Parties shall have paid or caused to be paid all sums then due and payable to the Customer under the Power Purchase Agreement and all other material ongoing Provider Defaults shall have been cured (but only to the extent that such Provider Defaults are capable of being cured).

1.6 If the nature of any non-monetary default on the part of the Provider under the Power Purchase Agreement is such that it cannot be cured by the Secured Parties without having taken possession of the System, the time provided herein to remedy such default shall be extended for such period of time as is reasonably necessary for the Secured Parties to lawfully obtain possession of the System but not to exceed one hundred twenty (120) days.

1.7 Any curing of or attempt to cure any of the Provider's defaults under the Power Purchase Agreement shall not be construed as an assumption by the Secured Parties of any covenants, agreements or obligations of the Provider under the Power Purchase Agreement unless or any Secured Party expressly agrees to assume any of the foregoing. None of the Secured Parties shall have any obligation to the Customer for the performance of any obligations under the Power Purchase Agreement unless and until (and to the extent, in the case of the Secured Parties), such entity succeeds to the interest of the Provider under the Power Purchase Agreement as contemplated by Sections 1.8 or 1.9 below or otherwise expressly agrees to assume any covenants, agreements or obligations of the Provider under the Power Purchase Agreement. If the Secured Parties do not exercise their rights under this Consent to cure the Provider's defaults under the Power Purchase Agreement or if the Secured Parties attempt, but discontinue such attempt, cure any of the Provider's defaults or for any other reasons the Secured Parties do not cure the Provider's defaults, the Customer hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in the Power Purchase Agreement, the Secured Parties have the right to remove or cause the removal of the System from the Licensed Area.

1.8 In the event that any Secured Party notifies the Customer that it is assuming the Provider's interest under the Power Purchase Agreement pursuant to this Consent, such Secured Party or its designee shall be substituted for the Provider under the Power Purchase Agreement and shall assume liability for all of the Provider's obligations under the Power Purchase Agreement; *provided, however*, that such liability shall (i) not include any liability for claims of the Customer against the Provider arising from the Provider's failure to perform during the period prior to such Secured Party's assumption of the Provider's interest in and under the Power Purchase Agreement, except for claims in respect of sums then due and payable to the Customer under the Power Purchase Agreement and (ii) be limited to such Secured Party's or its designee's interest in the System. The Provider shall not be released from and shall remain liable for any liability for claims of the Customer against the Provider arising from the Provider's failure to perform during the period prior to such Person's succession to the Provider's interest in and under the Power Purchase Agreement.

1.9 Upon the exercise by Secured Parties of any of the remedies under the Security Agreement, the Secured Parties may assign their rights and interests and the rights and interests of the Provider under the Power Purchase Agreement to any Person if such Person assumes all of the obligations of the Provider under the Power Purchase Agreement; provided, however, that (i) all sums then due and payable to the Customer under the Power Purchase Agreement shall have been paid to the Customer on or before such assignment and all other material ongoing Provider Defaults shall have been cured (but only to the extent that such Provider Defaults are capable of being cured) and (ii) notwithstanding any such assignment by any Secured Party, the Provider shall not be released from and shall remain liable for any liability for claims of the Customer against the Provider arising from the Provider's failure to perform during the period prior to such Person's succession to the Provider's interest in and under the Power Purchase Agreement. Upon such assignment and assumption, the Secured Parties and any designee shall be relieved of all obligations under the Power Purchase Agreement arising after such assignment and assumption.

1.10 In the event that (i) the Power Purchase Agreement is rejected by a trustee, liquidator, debtor-in-possession or similar Person in any bankruptcy, insolvency or similar proceeding involving the Provider or (ii) the Power Purchase Agreement is terminated as a result of any bankruptcy, insolvency or similar proceeding involving the Provider and, if within ninety (90) days after such rejection or termination, any Secured Party shall so request and shall certify in writing to the Customer that such Secured Party (or its designee) intends to perform the obligations of the Provider as and to the extent required under the Power Purchase Agreement, the Customer agrees to execute and deliver to the Secured Parties a new Power Purchase Agreement which shall be for the balance of the remaining term under the original Power Purchase Agreement immediately before giving effect to such rejection or termination and shall contain the same conditions, agreements, terms, provisions and limitations as the original Power Purchase Agreement (except for any requirements which have been fulfilled by the Provider and the Customer prior to such rejection or termination). References in this Consent to the "Power Purchase Agreement" shall be deemed also to refer to the new Power Purchase Agreement in such cases where this Consent remains in effect.

1.11 In the event that the Secured Parties, or any purchaser, transferee, grantee or assignee of the interests of any Secured Party in the System (such a person, a "Subsequent Owner") assumes or becomes liable under the Power Purchase Agreement (as contemplated in Sections 1.8, 1.9 or 1.10 above or otherwise), liability in respect of any and all obligations of any such Person shall be limited to the obligations expressly assumed by such Person under the Power Purchase Agreement (and no officer, director, employee, shareholder or agent of such Person shall have any liability with respect thereto).

1.12 All references in this Consent to the "Secured Parties" shall be deemed to refer to the Secured Parties and/or any designee thereof acting on behalf of any Secured Party (regardless of whether so expressly provided), and all actions permitted to be taken by Secured Parties under this Consent may be taken by any such designee; provided, that the Customer shall receive written notice of the appointment of any such designee by Secured Parties.

1.13 The Customer agrees that except as otherwise provided in Sections 1.8 or 1.9, it shall look only to the Provider for the performance of the obligations of the Provider under

the Power Purchase Agreement. Unless expressly assumed by a Secured Party, none of Secured Parties shall be liable for the performance or observance of any of the obligations or duties of the Provider under the Power Purchase Agreement nor shall the assignment of the Power Purchase Agreement by the Provider to the Secured Parties give rise to any duties or obligations whatsoever on the part of any of the Secured Parties owing to the Customer.

1.14 The Customer agrees to deliver to the Secured Parties, concurrently with the delivery thereof to the Provider, a copy of each notice, request or demand given by the Customer to the Provider pursuant to the Power Purchase Agreement relating to (i) any breach or default by the Provider under the Power Purchase Agreement or any event or circumstance that with the passage of time or the giving of notice or both would arise to a default under the Power Purchase Agreement or a right to terminate the Power Purchase Agreement, (ii) any dispute in which the Customer asserts in writing its right to terminate or cancel the Power Purchase Agreement, or (iii) any matter that would require the consent of Secured Parties pursuant to Section 1.3.

1.15 The Customer agrees that the liens in favor of the Secured Parties on all of the assets of the Provider granted pursuant to the Security Agreement shall be senior to all other liens of the Customer, if any, on the assets of the Provider, and subject to the terms of this Consent.

1.16 The Customer shall not (A) disturb or otherwise impair the Provider's possession of the System or the Licensed Area or any of the Provider's other rights (including access rights) under the Power Purchase Agreement or (B) exercise any of the remedies, the inspection rights, repair rights, or other rights related to the System or the Licensed Area granted or reserved to it under the Power Purchase Agreement in any manner that interferes with, tampers with, or otherwise disturbs the development, construction, installation, use, ownership, operation, maintenance, repair, replacement or removal of the System or access or use of the Licensed Area.

ARTICLE 2

AMENDMENTS AND ACKNOWLEDGEMENTS

[Reserved] [Insert applicable amendments and/or acknowledgments]

ARTICLE 3

PAYMENTS UNDER THE POWER PURCHASE AGREEMENT

3.1 The Customer agrees to pay all amounts payable by it under the Power Purchase Agreement in the manner and as and when required by the Power Purchase Agreement directly into the account specified on Exhibit A attached to this Consent or to such other account as shall be specified from time to time by the Secured Parties to the Customer in writing, and Provider hereby irrevocably agrees and consents as of the date hereof to each of the foregoing. Notwithstanding the foregoing, if any Person has become a Subsequent Owner pursuant to the

terms hereof, then the Customer agrees to pay all such amounts directly to an account designated by Subsequent Owner.

ARTICLE 4

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMER

The Customer hereby represents, warrants and covenants for the benefit of the Secured Parties that as of the date hereof:

4.1 The Customer is a municipal corporation of the Commonwealth of Massachusetts, duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. The Customer has all requisite power and authority to enter into and to perform its obligations hereunder and under the Power Purchase Agreement and this Consent, and to carry out the terms thereof and hereof and the transactions contemplated thereby and hereby.

4.2 The execution, delivery and performance by the Customer of this Consent and the Power Purchase Agreement have been duly authorized by all necessary action on the part of the Customer and do not require any approval or consent of any person or entity.

4.3 Each of this Consent and the Power Purchase Agreement is in full force and effect, has been duly executed and delivered on behalf of the Customer by the appropriate officers of the Customer, and constitutes the legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with its terms, except as the enforceability thereof may be limited by (i) the bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or law).

4.4 There is no action, suit, proceeding or investigation pending by or against the Customer or, to the knowledge of the Customer, threatened against the Customer before or by any governmental or regulatory authority, court, arbitrator or any other entity which may have an adverse effect on the Customer's ability to perform its obligations under this Consent or the Power Purchase Agreement, or which questions the validity, binding effect or enforceability of this Consent or the Power Purchase Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

4.5 The execution, delivery and performance by the Customer of this Consent and the Power Purchase Agreement, and the performance of the Customer's obligations and consummation of the transactions contemplated hereby or thereby, do not and will not result in any violation of any term of the Customer's organizational documents or any agreement, lease or instrument or any judgment, writ, injunction, decree, law, rule, regulation, permit approval, or order applicable to the Customer or any of its properties or by which it or its properties are or may be bound or affected.

4.6 No consent, approval, permit, order, or authorization of, or registration, declaration or filing or recording of any document with, or giving notice to, obtaining of any

license or permit from, or taking of any other action by or with respect to, any national, state, provincial or local government, any political subdivision thereof or any governmental, quasi-governmental acting under delegated authority, judicial, court, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law is required and no fees or taxes are required to be paid, and no further action is otherwise required to be taken, in order to ensure the valid authorization, execution and delivery by the Customer of the Power Purchase Agreement or this Consent, except such as has been obtained and is in full force and effect.

4.7 Neither the Customer nor, to the Customer's knowledge, the Provider, is in default or breach of any of its obligations under the Power Purchase Agreement and to the knowledge of the Customer, no event or condition has occurred or exists which with the lapse of time or the giving of notice would constitute a default of any of the Provider's or the Customer's obligations under the Power Purchase Agreement or a right to terminate or suspend its obligations under the Power Purchase Agreement.

4.8 A true, correct and complete copy of the Power Purchase Agreement is attached hereto as Exhibit B, and the Power Purchase Agreement has not been amended, modified, waived or supplemented in any manner except as shown on the instruments attached hereto as Exhibit B.

4.9 The Customer has neither requested nor, to its knowledge, is entitled to any change, amendment, modification or similar relief under the Power Purchase Agreement.

4.10 To the Customer's knowledge (i) no Force Majeure exists under the Power Purchase Agreement and (ii) no event or condition exists that would either immediately or with the passage of any applicable grace period or giving of notice, or otherwise, either constitute a default under the Power Purchase Agreement or enable either the Customer or the Provider to terminate or suspend its obligations under the Power Purchase Agreement.

4.11 Except as set forth in this Consent, neither the Customer nor, to the Customer's best knowledge, the Provider has assigned or otherwise transferred any of its rights or delegated any of its obligations under the Power Purchase Agreement.

4.12 The Customer has approved the System as installed on the Licensed Area.

4.13 The transfer of the System and the granting of the security interests as more particularly set forth in Section 1.1 hereof will not violate any term or condition or any covenant, restriction, lien, financing agreement or security agreement affecting the Licensed Area, including the premises and the property and improvements thereto.

4.14 The Provider, subject to the terms of the Power Purchase Agreement, has the right to install, operate, maintain and remove the System on and from the Licensed Area.

4.15 There is no existing lease, mortgage, security interest or other interest in or lien upon the Licensed Area, including the premises and the property and improvements thereto, which could attach to the System as an interest adverse to the Secured Parties' security interest

therein. Prior to any mortgage on the Licensed Area, including the premises and the property and improvements thereto, the Customer shall provide a non-disturbance agreement from any such mortgagee in form and substance satisfactory to the Secured Parties.

4.16 The Customer will use commercially reasonable efforts to place its successors, assigns and lien holders on notice that the System is not owned by the Customer, that the System is no part of any of the Customer's property nor is the System or any part thereof a fixture to any of the Customer's property.

4.17 The System has achieved Commercial Operation.

4.18 Each of the conditions precedent to the Customer's obligations under the Power Purchase Agreement have either been satisfied in full or waived by the Customer.

ARTICLE 5

MISCELLANEOUS

5.1 Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to Secured Parties:

De Lage Landen Financial Services, Inc.
c/o Clean Technology / De Lage Landen Financial Services
1111 Old Eagle School Road
Wayne, PA 19087
Attention: Clean Technology Group, Vice President, Sales
Telephone: (610) 386-5000
Facsimile: (610) 386-5608

with a copy to:

Hunton & Williams LLP
200 Park Avenue, 52nd Floor
New York, NY 10166
Attention: Jo Anne Sirgado
Partner
Telephone: +1 212 309 1093
Email: jsirgado@hunton.com

If to the Customer:

Town of Wayland
41 Cochituate Road
Wayland, MA 01778
Attention: []
Attention: []
Telephone: []
Email: []

If to the Provider:

Wayland Municipal Solar LLC
c/o Ameresco, Inc.
11 Speen Street
Suite 410
Framingham, MA 01701
Attention: James Walker
Telephone: 508-598-3030
Email: jawalker@ameresco.com

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (i) if delivered in person, (ii) if sent by overnight delivery service (including Federal Express, UPS, DHL and other similar overnight delivery services), (iii) in the event overnight delivery services are not readily available, if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, (iv) if sent by facsimile or other electronic means (including electronic mail); *provided* that any notice or other communication delivered by facsimile or other electronic means shall only be considered properly given upon written confirmation of receipt thereof. Any party hereto may change its address for notice hereunder by giving thirty (30) days written notice to the other parties in the manner set forth above.

5.2 Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but of which shall together constitute one and the same instrument. Electronic delivery of an executed counterpart of a signature page to this Consent shall be effective as delivery of an original executed counterpart of this Consent.

5.3 Amendment; Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing signed by the Customer, the Provider and the Secured Parties.

5.4 Successors; Assigns. This Consent shall bind and benefit the Customer, the Provider and the Secured Parties and their respective successors and assigns. The Secured Parties may assign all of their respective rights, interest and obligations under this Consent without the consent of the Provider or the Customer.

5.5 Third Party Beneficiary. The Secured Parties shall be an express third party beneficiary of the Power Purchase Agreement.

5.6 Entire Agreement. This Consent, the Power Purchase Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such

agreement, document or instrument (including, without limitation, the Power Purchase Agreement), the terms, conditions and provisions of this Consent shall prevail.

5.7 Governing Law; Submission to Jurisdiction. THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND BE GOVERNED BY, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

5.8 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER.

5.9 Termination. This Consent shall continue in full force and effect until either (x) the Customer and the Secured Parties mutually agree to terminate this Consent or (y) the Customer has received written notice from the Secured Parties that the Provider's obligations to the Secured Parties under the Financing Documents have been satisfied in full in cash and that the collateral security under the Security Agreement has been released and/or terminated.

5.10 Public Announcements. The Customer hereby acknowledges, agrees and confirms that Contracting Party shall not identify the Secured Parties (or any affiliate thereof) in any press release or public announcement intended for dissemination to the media concerning the subject matter of the Power Purchase Agreement without the prior written consent of such Secured Party (or its affiliate).

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the dated first written above.

**Wayland Municipal Solar LLC,
a Delaware limited liability company,
as the Provider**

**By: _____
Name:
Title:**

[Additional Signature Pages Follow]

**Town of Wayland
as the Customer**

By: _____
Name:
Title:

[Additional Signature Page Follows]

Accepted and agreed:

**DE LAGE LANDEN FINANCIAL SERVICES,
INC.,**
as Collateral Agent for the benefit of the Secured
Parties

By: _____
Name:
Title:

By: _____
Name:
Title:

[_____] -DLL SOLAR TRUST,
as Lessor

By: _____
Name:
Title:

Exhibit A

Payment Instructions

[insert account information]

Exhibit B

Power Purchase Agreement

[see attached]

Interconnection Service Agreement

Exhibit G

1. **Parties.** This Interconnection Service Agreement ("Agreement"), dated as of May 5, 2015 ("Effective Date") is entered into, by and between **EVERSOURCE**, a Massachusetts corporation with a principal place of business at **One NSTAR Way, Westwood, MA 02090** (hereinafter referred to as the "Company"), and **Wayland Municipal Solar LLC.**, entity with a principal place of business at **111 Speen Street Suite 410, Framingham, MA 01701** ("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference. **WO# 2059369**
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **66 River Road, Wayland, MA 01778 Acct Number: 2928-709-0012** (Facility name, address, and end-use Customer account number, if applicable). A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit H to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that Interconnection with the Company EPS is authorized ("Authorization Date").

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination.**

This Agreement may be terminated under the following conditions.

The Parties agree in writing to terminate the Agreement.

The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect

on the Company's ability to perform its obligations under the terms of this Agreement.

Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing. The System Modifications construction schedule from the Detailed Study shall be deemed a part of the signed Interconnection Service Agreement. If the Interconnection Service Agreement is signed prior to a Detailed Study, the Interconnection Service Agreement shall apply the construction schedule once it is signed.

5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 4 will include a payment and construction schedule for both parties.

Cost or Fee Adjustment Procedures.

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Interconnecting Customers who elected to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of any Design Studies, pursuant to Section 3.4(e) of the Interconnection Tariff, shall be responsible for any System Modifications costs, $\pm 25\%$, as identified by the Company in the Impact Study. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) Business Days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) Business Days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) Business Days of the provision of such final accounting report.

6. Operating Requirements.

General Operating Requirements.

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after Interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

No Adverse Effects: Non-interference.

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

Safe Operations and Maintenance.

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

Access.

The Company shall have access to the disconnect switch of the Facility at all times.

Company and Interconnecting Customer Representatives.

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

Company Right to Access Company-Owned Facilities and Equipment.

If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

Temporary Disconnection

Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine

maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

Forced Outages. During any forced outage, Company shall have the right to suspend Interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. **Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with

a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. **Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

11. **Insurance Requirements.**

General Liability.

- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i) Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii) Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii) One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv) Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).
- 11.1(b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

- 11.1(f) in the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.
- 11.1(g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.
- i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.
 - ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to

Company prior to cancellation, termination, or material change of such – insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

Evidence of Insurance.

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company

Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

EVERSOURCE

Attention: Brett Jacobson
One NSTAR Way
Mailstop: SUMSW390
Westwood, MA 02090

12. **Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking Indemnification.
13. **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
14. **Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
15. **Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
16. **Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event:
 - a) that is beyond the reasonable control of the affected Party; and
 - b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of

- ii) One of the Parties falls to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a) Continue to perform and enforce this Agreement;
- b) Recover damages from the defaulting Party except as limited by this Agreement;
- c) By written notice to the defaulting Party terminate this Agreement;
- d) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

21. Governing Law. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

22. Non-waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

23. Counterparts. This Agreement may be signed in counterparts.

24. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.

25. Dispute Resolution. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.

26. Severability. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

27. Signatures.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Interconnecting Customer	Company
By: <u>Ampresco Inc. its sole member</u>	By: <u>Brett A. Jacobson</u>
Name: <u>JAMES J. WALKER</u>	Name: <u>Brett Jacobson</u>
Title: <u>Vice President - Solar</u>	Title: <u>AE DG - NU</u>
Date: <u>5/5/2015</u>	Date: <u>5/5/15</u>

The following attachments will be included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of System Modifications

Attachment 2: Costs of System Modifications and Payment Terms

Attachment 3: Description of Facilities, including demarcation of Point of Common Coupling

Attachment 1

Description of System Modifications

Upgrade PMH23938 to 300kVA, 120/208V, 3ph-4w

Attachment 2

Cost of System Modifications and Payment Terms

The Eversource cost summary is shown below:

- **Project Cost / Fees:**
Project WO# 2059389. The enclosed cost of \$10,564.00 (+/- 25%) must be paid in full to move the project forward.

Eversource and the Applicant will mutually agree upon a construction schedule which will take be required to consider inclement weather and customer outages for completion. This will be established upon the Eversource construction final design. Note: For customers with multiple projects, Eversource will require a priority listing of those projects and timeframe for completion to sufficiently order materials and to determine the projected construction schedule.

The following check off items will be required, prior to commencement of system modifications and construction:

- Payment in full prior to beginning of any construction work by Eversource
- Approved final electrical wiring inspection
- Approved final customer relay/protection settings
- Signed easement and/or rights documents, if applicable
- Verizon (pole set) areas or towns must be completed prior to Eversource modifications
- Signed agreements to operate within Eversource Right-of-Ways, if applicable
- Other documents as required

Your Witness Test for Final Commissioning can then take place once you have completed the check-off steps as part of the Interconnection Agreement and that the solar array is connected (energized) to NSTAR's distribution system.

Please mail your payment, made payable to Eversource as shown below. Please reference the Eversource Electric Work Order# 2059369 on the check. This cost is valid for Ninety (90) calendar days from the date of this letter. Note: the customer is responsible for all costs on private property.

Eversource
One NSTAR Way, SW 3069
Westwood, MA 02090-9230
ATTN: Brett Jacobson

Attachment 3

Description of facility and Point of Common Coupling (On Line)

*(12) M. Space Planning
Committee*

DATE: MAY 18, 2015
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: MUNICIPAL SPACE PLANNING COMMITTEE

ACTION REQUESTED:

VOTE TO APPROVED DRAFT CHARGE FOR THE "WAYLAND REAL ASSET PLANNING COMMITTEE" (WRAP)

BACKGROUND

Over the past year, the Selectmen discussed the creation of a committee and process to develop a plan on the future uses of municipal buildings and land:

1. March 10, 2014: Planning Board: Presentation on Potential Use of Town Buildings
2. July 28, 2014: Update on Long Range Planning Meeting
3. October 6, 2014: Energy Committee: Future Use of Town Building in Light of Potential Energy and Capital Improvements
4. November 17, 2014: Review of Planning Board Recommendation on Temporary Municipal Space Planning Committee
5. January 12, 2015: Discuss Recommendation on the Formation of a Municipal Space Planning Committee

A comprehensive document developed by a "Work Group" in the summer of 2014 resulted in an excellent base document from which to draft a final recommended approach.

Recently the Chairs of the Board of Selectmen, Planning Board and Community Preservation Committee, as well as a member designated by the Finance Committee and the Town Administrator met to work through the remaining issues with regard to this effort. The resulting document was then circulated to the Public Buildings Director, Town Planner, Finance Director and Superintendent of Schools and School Committee Chair for final review and comment. The final draft of the document is attached.

Wayland Real Asset Planning Committee

On May 18, 2015, the Board of Selectmen asked the Planning Board, Finance Committee and the Public Buildings Director to work collaboratively to create a process to develop a comprehensive long-range facilities plan, siting strategy and capital funding plan to assist the Town with making informed decisions regarding major capital projects (defined as \$500,000 and above) related to future uses of municipal (Town and School) land and buildings. The plan will consider how best to use land and buildings to best serve the varied interests of the Town. This planning effort was envisioned in the original Master Plan in 2004 and in the 2011 update. It is anticipated that this effort will support the annual Capital Improvement Process (CIP) conducted in preparing the capital budget.

To begin this work, the Planning Board will appoint a committee, the Wayland Real Asset Planning Committee (WRAP) to serve in an advisory capacity. Because of the collaborative nature of this work and the many entities involved, WRAP will report through the Planning Board to all boards, commissions and committees that hold responsibility for and are stewards of municipal property as well as the community as a whole.

With input from the aforementioned committees, WRAP will develop a long-range plan recommending the most appropriate uses for municipal-owned land and buildings to meet future needs, as well as to connect identified projects with suitable locations and parcels. The Committee may recommend the purchase or sale of properties that may be needed to effectuate the long-range plan.

In preparation for the 2016 Annual Town Meeting, it is anticipated that WRAP will produce a strategic long-range plan preceded by the following tasks :

1. developing an accurate GIS inventory of all Town-owned parcels identifying custodial entity, size, deed and/or land restrictions, current uses and other critical information;
2. cataloging identified and foreseeable capital facilities needs, including a needs assessment supported by empirical data and created with the Public Buildings Director and primary capital project proponent;
3. compiling the research and analyses of the planning processes of all Town boards, commissions and committees seeking a future major land or building capital expenditure (defined as \$500,000 and above); and
4. recommending evaluation criteria to establish projects' priorities and sequencing.

Following the completion of these steps, WRAP will hold a community wide forum to discuss the committee's work and findings.

Finally, the committee will produce a report recommending the sequencing of projects and making specific recommendations for future uses of municipal land and buildings.. The Public Buildings Director will incorporate capital projects and items (non-vehicle) below the \$500,000 threshold. This plan will then advise the Finance Committee for annual budgeting purposes beginning with the FY2017 budget, as well as Town Meeting when it considers capital requests related to town owned property and buildings.

An initial list of tools needed and some considerations to be applied in development of the long-range plan is included as an attachment. The Committee will be sensitive to the demands placed on staff time to complete its charge and will coordinate staff efforts through the Town Administrator.

The Committee shall be composed of five (5) voting members – two to be appointed by the Planning Board, two to be appointed by the Finance Committee, and one to be appointed by the Community Preservation Committee. The Town Administrator, Public Buildings Director, Finance Director and Town Planner shall serve as ex officio members without the right to vote. WRAP shall not champion any specific capital investment project. All terms will expire upon the final recommendation and report of the strategic long-range plan, but no later than June 30, 2017

To maintain neutrality, members shall not serve on any other boards, commissions or committees that control parcels of town-owned land nor those that could propose major capital projects. Appointments are to be based on related professional or vocational expertise with preference given to residents possessing experience in any one of the following areas: municipal planning, real estate development, structural or civil engineering, project management, environmental issues, municipal finance, building construction/renovations.

DRAFT 5 14 15

DRAFT

Wayland Real Asset Planning Committee
Attachment to Charge

Initial List of Tools

Land Information:

- Up-to-date inventory of Town owned land with all relevant information
- GIS with ability to create elements within that will be useful to this planning process;
- Utilities – water, sewerage, electricity
- Prior land use studies
- State GIS with information such as groundwater data
- Historical Commission sensitivity map
- Aggregation and sale potential

Facilities information:

- Facilities list with year of construction, additions, renovations
- Conditions reports (should be on a cycle administered by facilities' staff)

Community Information and Reports:

- Census information – growth
- Master Plan and individual boards', commissions' and committees' master plans
- Environmental reports
- Community input including surveys, forums, charrettes, etc.

Considerations

Land

- Environmental factors – wetlands, wellheads, flood plain, riverfront, known groundwater levels, topography, endangered plants and species, areas of contamination, etc.
- Ownership and responsibility
- Deed restrictions
- Conservation restrictions
- Availability of utilities
- Needs evaluation – e.g., Town water supply
- Access availability – roadways, topography, etc.
- Existing uses of a property

Other

- External funds available – federal, state or private grants
- Confluence of town goals and possibility of combined uses
- Proximity to user base
- Existing distribution of similar facilities/services
- Community/neighborhood considerations
- Traffic generation

(13) ATM DATE

DATE: MAY 11, 2015 (update 5/18/15)
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: DISCUSSION ON SPRING 2016 ANNUAL TOWN MEETING DATE

Current Constraints on Setting the First Day of 2016 Annual Town Meeting *
Town Meeting begins any day between 4/1 and 4/15)

- | | |
|---|--|
| 1. Friday April 1 – Tuesday April 12 | No Constraints known |
| 2. Saturday April 16 – Sunday April 24 | School Vacation Week / Part of prior week |
| 3. Friday April 22 - Saturday April 23 | 1 st and 2 nd Nights of Passover |
| 4. <u>Thursday April 28 – Friday April 29</u> | <u>7th and 8th Night of Passover</u> |
| 5. Sunday May 1 | Greek Orthodox Easter |
| 6. Monday May 2 – Friday May 6 | School AP Exams in HS Field House |
| 7. Thursday May 5 | Feast of the Ascension |
| 8. Sunday May 8 | Mother's Day |
| 9. Monday May 9 – Sunday May 15 | No constraints known |

*Attached are the local Clergy Association's responses, reflected above, about days to avoid scheduling Town Meeting. Town Clerk requests election and annual town meeting not occur in the same week.

Possible 2016 Annual Town Meeting Schedules

Weekday:

- | | |
|----------------------|---|
| 1. Election: | Tuesday March 29 |
| Town Meeting begins: | Monday April 4 |
| 2. Election: | Tuesday April 5 |
| Town Meeting begins: | Monday April 11 (If later that week, last day of ATM may be after school vacation week) |
| 3. Election: | Tuesday May 3 |
| Town Meeting Begins: | Monday May 9 |

Weekend:

- | | |
|----------------------|---|
| 4. Election: | Tuesday March 29 |
| Town Meeting begins: | Saturday April 2 and/or Sunday April 3 |
| 5. Election: | Tuesday April 5 |
| Town Meeting begins: | Saturday April 9 and/or Sunday April 10 |
| 6. Election: | Tuesday May 10 |
| Town Meeting Begins: | Saturday May 14 and/or Sunday May 15 |

DiNapoli, MaryAnn

From: Rabbisrf@aol.com
Sent: Wednesday, May 13, 2015 3:59 PM
To: DiNapoli, MaryAnn
Subject: Dates to avoid for Town Meeting

Thank you for asking about dates to avoid from April 1 - May 15, 2016 for the Town Meeting.

Here are the dates that would make it difficult for members of the Jewish community to attend:
Friday evening, April 22 (First night of Passover - Seder)
Friday evening, April 29 (Shabbat, and last night of Passover)

Thank you again for your consideration. If you have any questions, please do not hesitate to contact me.

Rabbi Sally Finestone
Congregation Or Atid
508-243-2641 (cell)
Rabbisrf@aol.com

DiNapoli, MaryAnn

From: fpmoser@aol.com
Sent: Friday, May 08, 2015 11:59 AM
To: DiNapoli, MaryAnn; chswayland@chswayland.org
Cc: Balmer, Nan
Subject: Re: Request from the Wayland Board of Selectmen

Dear Ms. DiNapoli,

About 2016 religious observances during this period, Passover will be Sat.-Sun. April 23-24 - observances begin the evening of Fri. April 22; the end of Passover is also an important observance beginning the evening of Thursday April 28. While the Christian Feast of the Ascension will be May 5 in 2016 and is a major feast day, it would not necessarily be a reason not to hold Town Meeting (those who observe in the evening would simply do so instead of attending the Meeting). There will be no major Muslim holidays during this period in 2016. Beyond this, the Wayland Clergy Association would simply note that Fridays are days of prayer in Muslim tradition, Saturday (beginning Friday evening) is the Jewish sabbath, and Sundays are the Christian sabbath. We hope this information is helpful to you.

Sincerely,

Fred Moser

The Rev. Dr. Frederick Moser
Church of the Holy Spirit, Episcopal, Wayland
Convener of the Wayland Clergy Association

-----Original Message-----

From: DiNapoli, MaryAnn <MDiNapoli@wayland.ma.us>
To: chswayland <chswayland@chswayland.org>; fpmoser <fpmoser@aol.com>
Cc: Balmer, Nan <nbalmer@wayland.ma.us>
Sent: Mon, Apr 27, 2015 4:57 pm
Subject: Request from the Wayland Board of Selectmen

Good afternoon, Reverend Dr. Moser.

The Wayland Clergy Association was quite helpful this past fall in helping the Board determine the date of Town Meeting, so as not to conflict with any religious observances.

As per our town code, the annual Town Meeting must commence on a day between April 1 and May 15, and often takes place over three to four nights.

It would be greatly appreciated if the members of the Clergy Association could once again advise the Board as to which dates should be avoided on the 2016 calendar, from April 1 to May 15, in order to allow for the full participation of our residents.

We look forward to hearing from you, and thank you for your assistance.

Regards,

MaryAnn DiNapoli
Executive Assistant
Board of Selectmen
(508) 358-3621

DiNapoli, MaryAnn

From: fpmoser@aol.com
Sent: Wednesday, May 06, 2015 8:24 PM
To: DiNapoli, MaryAnn
Subject: Re: Request from the Wayland Board of Selectmen

Dear Ms. DiNapoli,

I have sent your request to the Wayland Clergy and expect to hear from them with any potential religious observance conflicts. I will be in touch when they have responded. In the meantime, I can tell you that Thursday May 5, 2016 will be the Feast of the Ascension in Christian tradition, a day and evening of major observance. Also, the first and second nights of Passover in Jewish Tradition will be observed the evenings of April 22 and 23, 2016. I will be back in touch as soon as possible with any others.

Fred Moser

The Rev. Dr. Frederick Moser

-----Original Message-----

From: DiNapoli, MaryAnn <MDiNapoli@wayland.ma.us>
To: chswayland <chswayland@chswayland.org>; fpmoser <fpmoser@aol.com>
Cc: Balmer, Nan <nbalmer@wayland.ma.us>
Sent: Mon, Apr 27, 2015 4:57 pm
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We look forward to hearing from you, and thank you for your assistance.

Regards,

MaryAnn DiNapoli
Executive Assistant
Board of Selectmen
(508) 358-3621

**TOWN ADMINISTRATOR'S REPORT
WEEK ENDING MAY 15, 2015**

1. **ART FAIR:** Arts Wayland was approved by the Recreation Commission to use the Town Building Soccer Field for an Art Fair on Saturday September 19th. T Nasser Khadjenoori is working with all required town departments to plan the event and will be before the Selectmen in June to review the plan.
2. **MODERATOR / ELECTRONIC VOTING:** The Moderator and Committee Chairman agreed to attend the June 1st meeting to discuss improvements to electronic voting.
3. **NEW COA / CC:** The positions were posted and the adopted charge was posted and circulated so that interviews and appointments can be made on June 1st if possible.
4. **NEW TREASURER HIRED:** We are happy to announce that Zoe Pierce will join the staff as the new Treasurer / Collector. Zoe is currently the Assistant Treasurer Collector in the Town of Randolph. We expect to continue for a transition period, as funding permits, with the assistance of Consultant Suzanne Marchand.
5. **TOWN MEETING: BOS FOLLOW UP ACTIONS:** See below.

ARTICLE #	2015 ARTICLE NAME	BOS ACTIONS REQUIRED
14	SOLAR PROJECT	1) BOS ADOPTS 20 YEAR PPA; CONSENT AGREEMENT 2) BOS, BOPW, SC ENTER INTO LICENSE AGREEMENTS, 3) BOS EXECUTES PILOT
16	RT. 27 AND 30 LAND AND EASEMENTS – INTERSECTION IMPROVEMENTS	1) BOS ACQUIRES PROPERTY / EASEMENTS THROUGH FRIENDLY TAKING
17	WITHDRAW FROM MINUTEMAN	1) BOS SENDS LETTER TO MINUTEMAN ADVISING OF TOWN MEETING ACTION AND PROVIDES DRAFT AMENDMENT; 2) TOWN CLERK SENDS NOTICE
20	GRANT AN ADDITIONAL LIQUOR LICENSE	BOS PETITIONS LEGISLATURE
21	TRANSFER DUDLEY WOODS PARCEL	BOS TRANSFERS PARCELS TO RECREATION
23	ACQUIRE OPEN SPACE IN SAGE HILL	BOS ACQUIRES THROUGH FRIENDLY TAKING
26	FUND COA / CC DUE DILIGENCE AND FEASIBILITY	BOS ADOPTS CHARGE AND FORMS COMMITTEE
29	ENFORCE LOWEST SPEED LIMIT ALLOWED	MEET WITH PETITIONER
33	ACQUIRE 246 STONE BRIDGE	BOS ACQUIRES



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

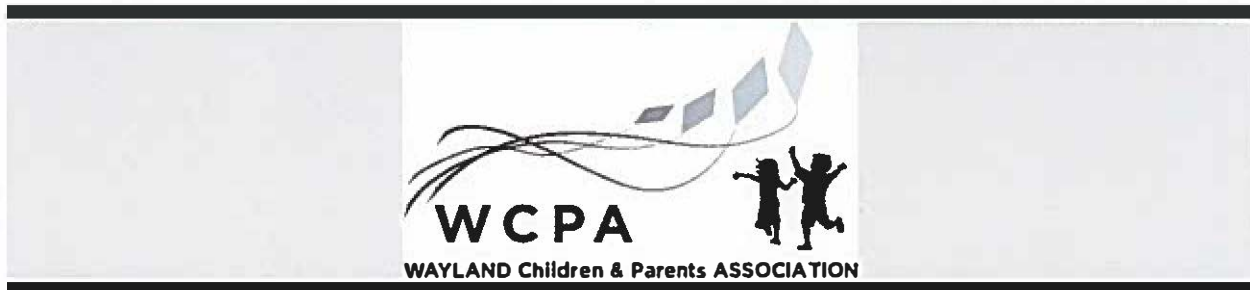
BOARD OF SELECTMEN
Monday, May 18, 2015
Wayland Town Building
Selectmen's Meeting Room
CONSENT CALENDAR

1. **Vote the Question of Approving and Signing the Weekly Payroll and Expense Warrants**
2. **Vote the Question of Approving the Placement of Temporary Sandwich Board Signs for the Wayland Children and Parents Association Roller Skating Party Fundraiser at the Weston Border on Route 20/Old Connecticut Path, the Intersection of Route 20 and Route 27, the Intersection of Old Connecticut Path and Route 27, and in Front of the Cochituate Fire Station, from May 23-30, 2015**

DATE: MAY 14, 2015
TO: BOARD OF SELECTMEN
FROM: MARYANN DINAPOLI
RE: SIGNBOARD REQUEST FROM THE WAYLAND CHILDREN AND PARENTS ASSOCIATION

I have reviewed the attached request and believe that it conforms to the Board of Selectmen policy for the public display of signs.

The signs are sandwich boards. The four locations are the approved locations in the Board policy. The signs will be placed at the four locations for one week.



May 11, 2015

Via Email (mdinapoli@wayland.ma.us)

Ms. MaryAnn DiNapoli
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Re: Signboard Request

Dear Ms. DiNapoli:

The Wayland Children and Parents Association is hosting a roller skating party fundraiser at Roller Kingdom on May 30th..

We are requesting permission to post our sandwich boards to promote this event starting May 23rd 2015 at the following locations:

- "Five Comers" of Rt. 126 and Rt 27
- Cochituate Fire Station
- Comer of Route 20 and Route 27
- Coach Grill

Thank you for your consideration and we look forward to hearing from the Selectmen regarding our request.

Sincerely,
Laura Jacques & Danielle Meade
WCPA External Marketing/Public Relations



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

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NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

**REVISED LIST OF PUBLIC DOCUMENTS
PROVIDED TO THE BOARD OF SELECTMEN
FROM MAY 8, 2015, THROUGH AND
INCLUDING MAY 14, 2015, OTHERWISE NOT
LISTED AND INCLUDED IN THE
CORRESPONDENCE PACKET FOR MAY 18, 2015**

Items Distributed To the Board of Selectmen – May 8-May 14, 2015

1. None

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of May 11, 2015

1. Public Comment, Gordon Cliff, 2 Highfields Road, re: Investment Policy for Wayland's OPEB Investment Account
2. Public Comment, Photographs from Michael Lowery, 120 Lakeshore Drive, re: Placement of Signs in Public Ways
3. Business Cards, West Suburban YMCA Staff
4. Town of Wayland's Requested Amendment to Minuteman Regional Vocational Technical School District Agreement Regarding Withdrawal
5. Wayland Town Green Cost Estimate, Map and Conceptual Design
6. Email of 5/8/15 from Reverend Dr. Frederick Moser, Church of the Holy Spirit, to Board of Selectmen, re: Religious Observances during Proposed Dates for 2016 Annual Town Meeting

Items Included as Part of Agenda Packet for Discussion During the May 18, 2015 Board of Selectmen's Meeting

1. Memorandum of 5/18/15 from Nan Balmer, Town Administrator to Board of Selectmen re: Meet with OPEB Committee and Draft Investment Policy
2. Memorandum of 5/18/15 from John Senchyshyn, Assistant Town Administrator/HR Director, re: Purple Heart Community
3. Memorandum of 5/18/15 from Nan Balmer, Town Administrator to Board of Selectmen re: Report from IT Consultant
4. Memorandum of 4/6/15 from Kevin R. Dandrade, TEC, to Nan Balmer, Town Administrator, re: Introductory Glezen Lane Neighborhood Traffic Assessment, Summary of Initial Data Collection and Potential Diversion Alternatives
5. Memorandum of 5/18/15 from Nan Balmer, Town Administrator to Board of Selectmen re: Route 30 and School Street Traffic Mitigation and Backup Material
6. Memorandum of 5/14/15 from Police Chief Robert Irving to Nan Balmer, Town Administrator, re: Pelham Island Road Speed Zone Request and Letter to Mass Highway Department
7. Memorandum of 5/18/15 from Nan Balmer, Town Administrator to Board of Selectmen re: Transfer of Land from Board of Public Works to Board of Selectmen for River's Edge Project
8. Memorandum of 5/14/15 from Ben Keefe, Public Building Director, to Nan Balmer, Town Administrator, re: Solar Project Purchase Agreement (PPA), Consent Agreement, and Interconnection Service Agreements (ISA)
9. Memorandum of 5/18/15 from Nan Balmer, Town Administrator to Board of Selectmen re: Municipal Space Planning Committee
10. Memorandum of 5/11/15, Updated 5/18/15, from Nan Balmer, Town Administrator to Board of Selectmen re: Discussion on Spring 2016 Annual Town Meeting Date
11. Report of the Town Administrator for the Week Ending May 15, 2015



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
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NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN
Monday, May 18, 2015
Wayland Town Building
Selectmen's Meeting Room

CORRESPONDENCE - I

Selectmen

1. Public Comment, Annual Town Meeting 2016 Date Setting
2. Public Comment, Investment Policy for Wayland's OPEB Investment Account
3. Public Comment, Activity at the DPW Site
4. Letter of 5/3/15 from Eversource Energy re: Five Year Integrated Vegetation Management Plan, 2013-2017, and Yearly Operational Plan
5. Memorandum of 5/4/15 from Mark Hays, 1 Sylvan Way, to Board of Selectmen re: Major Security Problems Must be Fixed ASAP
6. Memorandum of 5/5/15 from Mark Hays, 1 Sylvan Way, to Board of Selectmen re: Why are Security Upgrades So Urgent?
7. Letter of 5/11/15 from Beth R. Klein, Town Clerk, to Minuteman Regional Vocational Technical School Committee, re: Vote of the Wayland Town Meeting
8. Letter of 5/12/15 from Board of Selectmen to Minuteman Regional Vocational Technical School Committee, re: Withdrawal from Regional School District
9. Letter of 5/12/15 from John Senchyshyn, Assistant Town Administrator/Human Resources Director, to George Harris, re: Response to Letter regarding the Monies Held on Behalf of the Wayland School Committee
10. Email of 5/12/15 from Scott Peckins, West Suburban YMCA, to Board of Selectmen, re: Thank You for Meeting
11. Email of 5/14/15 from Mike Lowery, Vice Chair, Board of Public Works, re: Protection of Wayland's Happy Hollow Wells Near Wayland High School Athletic Fields
12. Monthly Report, Fire Department, April 2015

Conservation Commission

13. Order of Conditions and Chapter 194 Permit, 5/12/15, from Brian J. Monahan, Conservation Administrator, to Surface Water Quality Committee, re: Mill Pond
14. First Amendment to the Chapter 194 Permit, 5/12/15, from Brian J. Monahan, Conservation Administrator, re: 17 Hazelbrook Lane

Zoning Board of Appeals

15. Public Hearing, May 26, 2015, 15 Doran Road, 6 Winter Street

DiNapoli, MaryAnn

From: Balmer, Nan
Sent: Monday, May 11, 2015 12:13 PM
To: DiNapoli, MaryAnn
Subject: FW: Date for Annual Town Meeting 2016
Attachments: May 11 2015 about ATM 2016 date setting.doc

Correspondence

From: boelteralice@gmail.com [mailto:boelteralice@gmail.com] **On Behalf Of** alice boelter
Sent: Monday, May 11, 2015 11:39 AM
To: Balmer, Nan; Cherry Karlson; Mary Antes; josephnolan1@verizon.net; Anthony Boschetto; Anderson, Lea
Subject: Date for Annual Town Meeting 2016

To Ms. Balmer and the Board of Selectmen

Given your discussion of an appropriate time for next year's Annual Town Meeting, I hope the reasons for setting the date on or as soon after the 4th Thursday in April as possible, as stated in my recent remarks about the Article 27 in this year's warrant will be helpful to you. I have inserted them in this email below as well as providing them in an attachment.

Best regards,
Alice Boelter

--

106 Lake Shore Dr.
Wayland, MA 01778
508.650.3592

Excerpt from Argument Presented at ATM 2015

The predictability afforded by this article enables the Town to make arrangements well in advance for use of the Field House, and the rental of chairs, video, display-clock, microphones and electronic voting equipment. This could result in cost savings. It also allows school personnel, coaches *of both school and non-school teams*, and parents to plan sports schedules around the few days of ATM.

Predictability helps our Town Boards and Committees so they can better arrange their agendas to prepare warrant articles and schedule any supporting field work/studies. With our long range planning committee hard at work on preparing five year capital plans, citizens will have had the opportunity to question projects over an extended period, thereby increasing understanding and promoting support for capital items in the current year budget. Angst about getting bids for school projects in time for summer construction is a non-problem. Bid documents can include add/deduct alternates as in so many public construction endeavors to accommodate ATM decisions.

Residents can schedule vacations well in advance all the while knowing that they will be available to participate in that fine New England tradition, Annual Town Meeting.

Massachusetts General Laws Part I Title vii Chapter 39 Section 9 says “the annual meeting of each town shall be held in February, March, April, May or June;” It goes on to say that business of the ATM “must be completed before June 30th” The Massachusetts Department of Revenue advises that Towns should have as much financial information as possible when Town Meeting commences and because of that later dates for Town meeting are obviously advantageous.

Those considered our peer towns from the Finance Committee's perspective and which provide consistent timing in their late April and into May ATM include Weston, Sudbury, Medfield, Andover, Hopkinton, Hingham, Littleton, and Cohasset. Additionally, those considered our peer towns by the School Committee who have similar timing for their ATM include Boxborough, Belmont, Carlisle, Dover, Sherborn and Needham.

Another advantage of this article is that when Town Meeting occurs at the end of April, the warrant goes to press later. And what does that do?

- 1. It allows more time for preparation of the next year's budget *and the benefit of 2nd quarter numbers from the current fiscal year.*
- 2. It provides more time for staff to secure the information to back up budget requests. We know from this year, for example, that School Department personnel worked feverishly and still had trouble fulfilling data requests from the School Committee. That Committee and its Finance Subcommittee met 24 times from January to April this year and still was dealing with budget issues when Town Meeting began. In contrast, in 2010 after passage of the bylaw to schedule Town Meeting later, the School Committee met only 15 times. Remember, these meetings require not only staff preparation but also countless hours from our volunteer SC members as well as citizens following this important work. More time for preparation could facilitate better information-flow.
- 3. It allows us to see turnbacks which can be used to offset the next year's budget requests
- 4. It allows for information about the next year's health insurance premiums which is not released until March. Such a big ticket item should be known rather than guesstimated when budgeting. This is one of the unclassified items shown at the top of page 40 in the budget clearly affecting our tax bills. Our auditors found that in FY14, an excess of \$1.5 million was raised by taxation over the amount needed to cover such matters. Let's reduce tax bills with no decrease in services simply by scheduling Town Meeting at a time at which more accurate information is available for budgeting.
- 5. It allows the Town more knowledge of what State aid is likely to be available *since even though the Governor files his budget early in March, the House and Senate budget deliberations generally result in changes.* Mass Dept. of Revenue has recommended Pembroke delay its Town Meeting until more is known about the Legislature's decision since in Pembroke's case recently state aid was \$500K less than expected, wreaking havoc with the budget adopted by Town meeting .
- 6. It gives the Finance Committee more time to work with departments to validate budget requests and to prepare warrant article recommendations. It also provides more opportunity for citizens to interact with the Finance Committee and article proponents. Such discussion can increase understanding and may actually reduce the time needed for debate during ATM.
- 7. It provides time for the Board of Selectmen to hear all the warrant articles and vote on them prior to ATM unlike this year.
- 8. It lessens the likelihood of budget/warrant related meetings being postponed because of snowstorms as occurred with frequency this year. This created undue confusion and uncertainty about budget and article content through no fault of ours, but rather Mother Nature's. She will still control the weather. Let's accept that and plan for Town Meeting AFTER Spring Vacation so that preparation for ATM can occur when snowstorms are less likely to force meeting cancellations .
- 9. It allows residents to complete their income tax preparation or extension filing before Town Meeting even begins.
- 10. It has ample precedent in our town with ATM having been held AFTER April school vacation in seventeen of 23 years from 1990 to 2012 *when they began April 25th or thereafter.*

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DiNapoli, MaryAnn

From: Balmer, Nan
Sent: Monday, May 11, 2015 1:20 PM
To: DiNapoli, MaryAnn
Subject: FW: Public Comment at tonight's BoS meeting

Correspondence

From: Gordon Cliff [mailto:gordoncliff59@gmail.com]
Sent: Monday, May 11, 2015 1:13 PM
To: Karlson, Cherry; Balmer, Nan; Clifford Lewis
Subject: Public Comment at tonight's BoS meeting

Cherry/Nan/Cliff,

fyi I plan to make the remarks below as a public comment at tonight's BoS meeting.

Let me know if you have question/concerns/suggestions.

Nan, can you please see that it gets included for the record? Understand it is way too late for tonight. I will bring copies for the BoS members.

Regards and thanks,
Gordon

Investment Policy for Wayland's OPEB Investment Account

I believe the OPEB Advisory Committee has recommended an Investment Policy for Wayland's OPEB Investment Account that incorrectly precludes investing the money with PRIT (Massachusetts Pension Reserve Investment Trust).

Research done by the OPEB Advisory Committee shows that a number of communities (including Needham, Bedford, and Newton) have delegated the investment of their OPEB investment assets to PRIT. Based on a quick review of information on the PRIT website PRIT has an investment policy, asset allocation, and approach that appears to fit well with our target of long term appreciation, and they appear to be producing good investment results.

By instead setting a target asset allocation, the Investment Policy that the OPEB Advisory Committee has recommended commits the Town of Wayland to playing the important role of investment oversight "general contractor", including making difficult decisions about whether to invest using a passive or active investment strategy, deciding what specific investment strategies to follow, deciding which managers to use, evaluating manager performance, and deciding whether and how to reallocate funds

among strategies and managers. These are all very important decisions, and I question whether Wayland has the resources needed to make such decisions well.

While there is a certainly a chance that “delegating” the investment oversight of our OPEB assets to PRIT will work out poorly compared to what we might have achieved by doing the investment oversight ourselves, I believe it is currently the best match with the Town’s capabilities, priorities, resources, governance structure, and risk-reward appetite.

Sincerely,

Gordon Cliff

Highfields Road

Member of the Audit Committee but the views expressed above are my own.

Balmer, Nan

From: Sydney, Joshua <jsydney@kvaboston.com>
Sent: Monday, May 11, 2015 2:15 PM
To: Paul Doerr
Subject: RE: Wayland - DPW - Exterior Lights

Paul,
Good Afternoon – I would like to extend my sincere apology for what transpired yesterday. I had no knowledge of any contractors being allowed to work on-site yesterday. Typically, the respective contractor needs to request permission to work on Sunday's or extended hours during the week.

This request was never made to the Town of Wayland, KVAssociates or G&R Construction. This subcontractor acted without obtaining the appropriate approvals and has since been dealt with accordingly.

You have been an extremely courteous and accommodating neighbor throughout this entire construction project. The same courtesousness obviously should be reciprocated. Once again, we sincerely apologize for the events that transpired yesterday.

From: Paul Doerr [<mailto:pdoerr@comcast.net>]
Sent: Sunday, May 10, 2015 12:24 PM
To: Sydney, Joshua
Subject: Re: Wayland - DPW - Exterior Lights

Hello Josh,
It is Sunday, Mother's Day, And the site is roaring away with heavy equipment and lots of dust.
This is unacceptable.
Please see if you can do anything about this.
I left a message with Bill B.
Thanks,
Paul

Sent from my iPad

On Apr 30, 2015, at 1:20 PM, Sydney, Joshua <jsydney@kvaboston.com> wrote:

Paul,
Good Afternoon and hope all is well. The electrical subcontractor needs to test the exterior lights and confirm they are operational. This would mean the lights will be on at night for one (1) or two (2) days starting this evening.

Please let me know if you have any issues with this request.

Joshua Sydney, LEED AP BD+C, MCPPO
Project Manager

MAY 11 2015

Board of Selectmen
Town of Wayland

DPW, CONRS, HEALTH

One NSTAR Way
Westwood, MA 02090

May 3, 2015

Dear Municipal Official,

In a letter dated December 23, 2014 you received notification that NSTAR Electric dba Eversource Energy intends to selectively apply herbicides along power line rights-of-way that pass through your municipality. This treatment is conducted as a component of an integrated vegetation management program that also utilizes mechanical and natural control techniques.

Information on Eversource's approved Yearly Operational Plan (YOP) and maps showing the right(s)-of-way to be treated were included with that letter.

Eversource's Yearly Operational Plan and maps are also posted at the following website:

<http://www.kenersongroup.com/yop/2015/nstar>

Eversource's five-year Vegetation Management Plan (VMP) for 2013-2017 is posted at the following website:

<http://www.kenersongroup.com/vmp/2013/nstar>

Although you already received and reviewed copies of the YOP map(s) with the original notification please let us know if there are any additional *sensitive areas* located on or near the rights-of-way; please advise us as soon as possible so we can establish permanent records and implement appropriate field protective actions. We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.

Commonwealth of Massachusetts recommended herbicides for use in *sensitive areas* listed in section VII of the YOP will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the ROWs using backpack equipment. Copies of the manufacturers' labels and fact sheets are also included in the YOP appendices.

The foliage treatments will take place between June 1st and October 16th along with cut surface treatments (CST). Fall CST, basal treatments or sensitive foliar treatments may be necessary and are scheduled between October 5th and December 31st in areas along the ROWs that might not have received a foliage treatment or to trees over 12 feet tall. The exact time is dependent upon weather conditions and field crew progress.

In compliance with 333 CMR 11.06-11.07, No herbicide applications will occur before the conclusion of the 45 day YOP review period, the 21 day treatment notice and the 48 hour newspaper notice. At the end of these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

The work will be performed by one of the following companies:

Vegetation Control Service, Inc.
2342 Main Street
Athol, MA 01331
(978) 249-5348

Lewis Tree Service, Inc
300 Lucius Gordon Drive
West Henrietta, NY 14586
(585) 436-3208

Lucas Tree
636 Riverside St.
Portland, ME 04104
(888) 845-7870

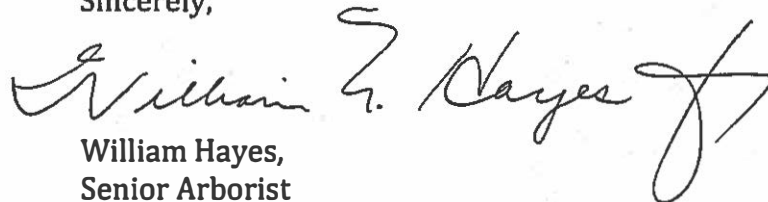
This informational 21-day notification is in compliance with Chapter 132B, section 6B of the Massachusetts General Laws and 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000.

For inquiries concerning safety of the herbicides, please contact:

Director of Rights-of-Way Programs
Pesticide Bureau
251 Causeway Street, Suite 500
Boston, MA 02114-2151
Telephone: (617) 626-1700

If there are any questions or comments relative to technical questions about the treatment program or you would like a hard copy of the VMP please contact or have any questions about NSTAR and its electrical rights-of-way system to William Hayes (781) 441-3932 for transmission lines and Paul Sellers (508) 957-4517 for distribution lines.

Sincerely,


William Hayes,
Senior Arborist

cc: Board of Health
Board of Selectmen
Conservation Commission
Municipal Water Supplier
Massachusetts Pesticide Bureau
Eversource
Certified mail-return receipt requested

Balmer, Nan

To: Kadlik, Stephen
Cc: Monahan, Brian; Junghanns, Julia; DiNapoli, MaryAnn
Subject: Vegetaion Management
Attachments: Eversource - Vegetaion Mgmt.pdf

Good Morning

Does DPW review the Eversource Yearly Operation Plan and 5 year Vegetation Management Plan (See attached)? If not, please let me know what department takes responsibility fore this.

I will ask Mary Ann to post this on the website under News and Announcements.

Thanks

Nan Balmer, Town Administrator
Town of Wayland
41 Cochituate Road
Wayland, MA 01778
(508) 358-3620 office
(508) 237-1330 cell



Major security problems must be fixed ASAP

4 May, 2015

To: Wayland Board of Selectmen
41 Cochituate Road
Wayland ,MA 01778

From: Mark Hays
Cell: 508.661.9733
Email: MarkAllenHays@Gmail.com (best bet)

Dear Wayland Board of Selectmen members:

As described in the confidential documents mailed to you today, major security problems affect the entire Wayland network – Town and School. Confidential data for Wayland employees, teachers, students and residents are at extreme risk:

1. **Security problems are widespread:** No Wayland department is safe and no Wayland data is secure.
2. **Problems are long standing:** Wayland's network, computers and data have been very vulnerable for years. They still are.
3. **Data and identity theft is likely:** With more than 900 very vulnerable computers in a very vulnerable network, it is very probable that multiple systems were hacked multiple times. No one knew because appropriate systems were never installed. User personal information, credit cards and confidential personnel, resident and student data could have been stolen easily, with no one the wiser.

Current and former Town and School employees, teachers, students and Wayland families must be notified:

- If employees, teachers or students made any online purchases on a Town / WPS computer in the past three years, they should cancel and replace the credit card(s) they used – and avoid using a Town / WPS computer for any online purchases until the problems are completely fixed. They should also watch credit accounts for bogus charges.
- Staff, teachers and students should immediately change all usernames and passwords they may have entered while using a Town / WPS computer, e.g. for online banking, Facebook, online vendor accounts and other Web sites. Do not use a Town / WPS computer to make the changes, and avoid using a Town / WPS computer for any confidential transactions until the problems are fixed.

- Wayland financial, employee and student records are sensitive and very vulnerable. Upgrades should be prioritized to protect these systems.

To fix these problems, security software must be purchased and installed ASAP, as described in the documents I provided. Professional IT services will be needed. Significant hands-on work will be required and temporary IT help will probably be needed. At least one FTE must be hired to manage these new systems, and CISSP certification is essential for this employee. I delivered a security upgrade plan to the Wayland BoS, FinCom and the School Committee with more details on key issues and links to solutions.

The total cost in this fiscal year will be \$200,000 to \$300,000, just for the basics. Unfortunately the bill is coming due all at once, thanks to years of neglect. Everything needs to be fixed ASAP; this is not a time for more delay or half-measures.

Dr. Stein has been very involved and helpful. I also volunteered to work with the IT consultant hired by Nan Balmer, and review his assessment and plan before it is presented to the BoS and FinCom for approval. (This IT consultant is not CISSP certified for work in digital security, which I strongly recommended.)

Please let me know if you have any questions. I would be happy to meet with the Board of Selectmen in Executive Session to discuss these problems and solutions.

Thanks,



Mark Hays

Important note: This is a public document. The related documents detailing security issues and solutions are confidential, however, and should not be released or transmitted via email.

Wayland: Urgent Security Upgrades

10 Quick Wins and Ongoing Security Management

27 April, 2015
v1c



Wayland Security Upgrades: Urgent and Overdue

Recent Web attacks on the Wayland Treasurer's office nearly resulted in the theft of \$4 million of Wayland taxpayer money – blocked at the last minute by Unibank's fraud prevention team. International cybercriminals completely controlled a computer in the Treasurer's office, undetected. No one knows how long they spied on the Wayland network, looking for valuable information.

This dramatic event inspired a new focus on longstanding security defects. After years of inattention, this unfortunately means that a host of security problems must be fixed immediately. The bill for necessary security software / hardware and professional services will all come due, with a cost of between \$200,000 and \$300,000 this year.

This document explains ten 'Quick Wins' that Wayland should implement immediately – and a standard process for IT security management that will provide ongoing protection.

The security of the entire Wayland network, taxpayer money and confidential information about Wayland residents and students is all at significant risk. We cannot afford half-measures and more delay.

10 Quick Wins – To Fix Obvious Security Problems

Given the attacks on the Wayland Finance office, we need to take immediate action to fix obvious, high-priority problems. For example:

1. **Install a patch management system** to fix dozens of major vulnerabilities in each computer's operating system and software applications. Missing patches were the root cause of the hack of the Wayland Treasurer's office and are a common vector for cybercrime attacks. Two options:

http://secunia.com/vulnerability_scanning/features/

www.gfi.com/products-and-solutions/network-security-solutions/gfi-languard/specifications

2. **OS upgrades:** As noted in the spreadsheet I sent last week, hundreds of Mac and Windows computers have outdated operating systems. Like software patches, an old OS creates a host of well-known vulnerabilities that are targeted by cybercrime teams. OS upgrades can be automated for some groups of users, but testing will be needed with others. Some very old computers will need to be retired immediately. No additional software is required; this should be a high priority 'hands on' project for the Wayland IT team. If they don't have enough bandwidth and the upgrade process will take more than two or three weeks, temp IT help should be hired.

10 Quick Wins – To Fix Obvious Security Problems (continued)

- 3. Vulnerability management system:** In addition to OS and software patches, there are many system configuration, component and firmware options that create major risks targeted by cybercriminals. A vulnerability management checks thousands of potential weak points and identifies fixes that need to be implemented. Here are four options:

http://secunia.com/vulnerability_intelligence/features/

www.gfi.com/products-and-solutions/network-security-solutions/gfi-languard/specifications

www.qualys.com/enterprises/qualysguard/vulnerability-management/features/#assess

<https://www.rapid7.com/products/nexpose/index.jsp>

- 4. Intrusion detection / SIEM system:** Given the break ins at the Wayland Finance office, an intrusion detection system is needed to identify new attacks. These systems monitor activity across the network to automatically identify unusual behavior and threats. For a smaller organization like Wayland, with limited resources, AlienVault is the best option. See: www.alienvault.com/products
- 5. User authentication:** The FBI / DHS report on the Finance Office attack noted that standard password refresh / complexity rules had not been implemented. Password policies are configured in Active Directory; no additional software is required. Make sure standard rules are created and maintained for all users. See: [https://technet.microsoft.com/en-us/library/hh994572\(v=ws.10\).aspx](https://technet.microsoft.com/en-us/library/hh994572(v=ws.10).aspx)

10 Quick Wins – To Fix Obvious Security Problems (continued)

- 6. Add biometric ID for Town offices and IT management:** Passwords are notoriously vulnerable . Two-factor ID is needed, and the simplest / cheapest solution is fingerprint scanning – similar to the fingerprint scanners on new iPhones and Samsung phones. This should be added to all workstations in Town departments that process financial / tax transactions or record detailed information about Wayland residents, plus all IT workstations and laptops. Windows Server 2008 R2 and Active Directory support biometrics with WBF, and the cost will be low. See:

<https://technet.microsoft.com/en-us/library/hh831396.aspx>

www.fulcrumbiometrics.com/Eikon-II-Swipe-p/101140.htm

www.ironkey.com/en-US/windows-to-go-drives/ironkey-workspace-w500.html (great for IT)

- 7. Subnets and firewalls:** The FBI / DHS report also noted that the Wayland network is relatively ‘flat’ – apparently without the typical subnet / firewall barriers between divisions and departments. This would make it much easier for cybercriminals to traverse the network; they could penetrate a computer in one area and hop across the Wayland network to attack other systems and data. New subnets / firewall divisions should be added or strengthened to separate business groups, e.g. Town departments involved in finance from everything else.

10 Quick Wins – To Fix Obvious Security Problems (continued)

- 8. Penetration testing:** After all of these quick fixes are implemented, an experienced firm should be hired to do ‘penetration testing’ – which mimics the techniques cybercriminals use, looking for every opening and vulnerability. They will undoubtedly find more gaps, and will recommend fixes. This should be an annual process (at minimum), to test the security of Wayland’s network. Here is one good vendor with an office in Boston:

<https://www.rapid7.com/services/penetration-testing-services.jsp>

- 9. Web whitelist / blacklist system:** These solutions block Web access to thousands of websites linked to phishing and malware attacks – and sites with inappropriate content. This simple solution will protect every user on the Wayland network, Town and School. Here are two options:

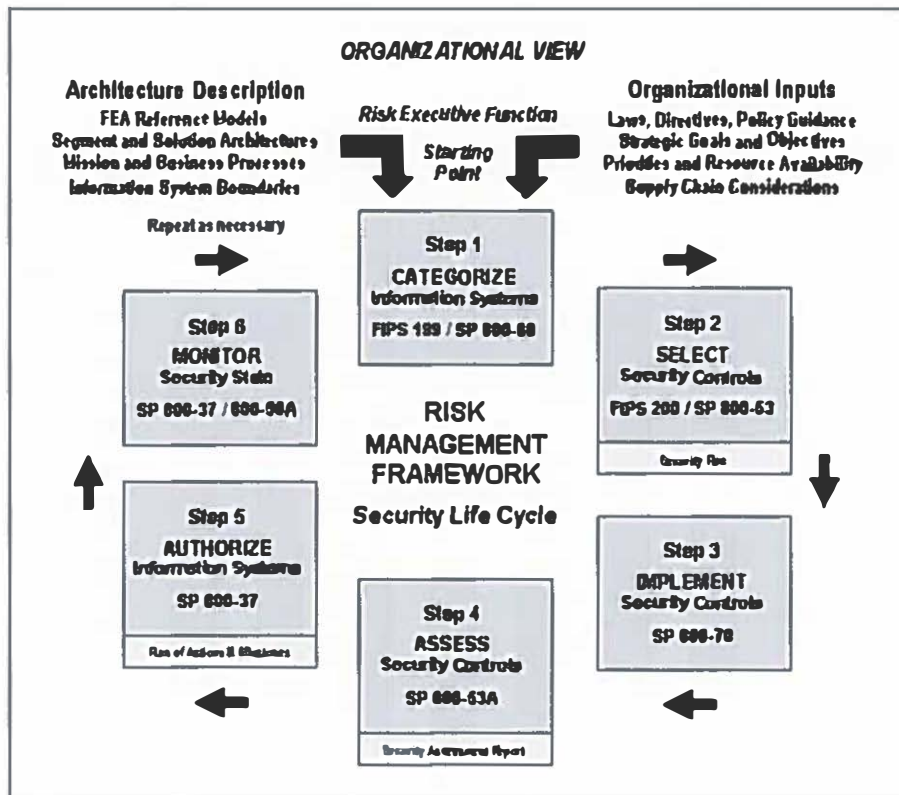
www.gfi.com/products-and-solutions/network-security-solutions/gfi-webmonitor

<https://www.contentwatch.com/solutions/needs/internet-filtering>

- 10. Disk and backup tape encryption,** to protect all of the data on Town and WPS laptops, desktops, servers and backup tapes/drives. Theft and loss are major causes of data breach; encryption will protect the data and create regulatory ‘safe harbor’ protection for WPS and Wayland.

The Wayland / WPS Security Upgrade Process: Next Steps

As the '10 Quick Wins' are implemented, Wayland needs to create a security 'framework'. This provides a standard process that Wayland and WPS will use to manage security, reduce costs and ensure compliance with Federal / Commonwealth regulations and US Department of Education standards:



Step 1 includes a detailed audit of WPS' digital infrastructure, software, confidential data, education and operational requirements.

Note that the 'Risk Executive' and organizational inputs are also part of Step 1. This includes the links needed to build governance and consensus.

For more information see:

<http://csrc.nist.gov/groups/SMA/fisma/framework.html>

Prep for Step 1: Build Security Governance and Consensus

A three-tier approach will be best:

- 1. Wayland IT Security Committee:** Technical, focused on a detailed understanding of digital security threats and the organization's IT infrastructure.
- 2. WPS Security Committee:** Focused on education and operational needs and regulatory compliance -- with representatives from education, operations, HR, legal and finance. Establishes policies and procedures and drafts budgets, with input from the IT Security Committee.
- 3. Wayland Town IT Risk Management Committee:** Senior level, with input from Town departments. Includes a representative from the WPS and Wayland IT Security committees. Makes Town-wide policy and budget decisions – for a consistent approach that links Town departments.

The first two tiers should be created as we move forward with the Step 1 audit. Tactically, this will build the consensus we need to fund and support the WPS upgrade process, and create the governance needed to set priorities and resolve conflicts.

This initial preparation should not delay, however, implementation of 'quick win' fixes for obvious problems, e.g. implementation of a patch management system, operating system upgrades, vulnerability assessment and intrusion detection systems.

Step 1: Categorize and Audit WPS IT Assets

Launch an audit of digital security / privacy across WPS:

- **Process:** Use the standard NIST categorization and audit framework outlined in SP 800-60. Use the FISMA process and templates, which provide an established model that saves time and reduces costs. Wayland will need to purchase a subscription for a management solution. Here are two options:

www.manageengine.com/products/active-directory-audit/fisma-compliance-reporting-software.html

www.avatier.com/products/identity-management/access-governance/compliance-auditor/

- **Data:** Identify every system, application and channel that stores or transports confidential data. Create a log that identifies the data source, use, type, storage locations and devices, encryption status and crypto type, users, purpose, third party vendors and the sponsor / manager.
- **Hardware and infrastructure:** Identify every server, router, firewall, etc, the digital links between these assets, and the related version of firmware / OS installed. Identify all external connections to Town or third party systems, Wi-Fi and internet links.
- **Mobile and remote assets:** Identify all remote links to Wayland IT assets, e.g. staff and managers who 'login from home' using personal PCs, vendors who may have access to systems or apps, and mobile devices that can connect to WPS systems, e.g. smart phones.
- **Software:** Identify every software application installed on Wayland servers, PCs and laptops, including the version number and current patch level. Identify the associated users, education / operational purpose and sponsor / manager. Flag any unauthorized or suspect applications.
- **Users:** Identify all users, user groups, rights management, ID / auth procedures, managers, related applications and confidential data.

Step 1: Categorization and Audit Tools

15 years ago, this audit process was primarily manual. A team reviewed every system, application etc. – and created a log. Today, much of the information can be gathered automatically. This slashes implementation time and cost, and keeps the log refreshed with automated updates. There are many vendors and tools; here are a few options:

- **Hardware and software asset logging:**

- SolarWinds: www.solarwinds.com/products/LANsurveyor/
- GFI: <http://trials.gfimax.com/en-network-audit-software-2/>
- Express Metrix: www.expressmetrix.com/products/hardware-inventory/

- **Confidential data discovery:**

- Symantec: www.symantec.com/data-loss-prevention
- Websense: <http://www.websense.com/content/227.aspx>
- Identity Finder: www.identityfinder.com/

Note: Organizations often believe, “We know where our data is stored.” only to find that unknown copies of confidential data are hiding in undiscovered applications and databases, old folders, copies were saved to desktops, etc. Automated data discovery solves this problem.

Step 1: Categorization / Audit Templates and Tools

NIST and FISMA have been used for years by thousands of organizations. Standard templates and tools have been created for each step in the process. This will accelerate the process for Wayland, slashing cost and effort:

➤ **Security assessment template:**

[http://csrc.nist.gov/groups/SMA/fasp/documents/security_controls/App CA Security Assessment Summary Template 030408.doc](http://csrc.nist.gov/groups/SMA/fasp/documents/security_controls/App_CA_Security_Assessment_Summary_Template_030408.doc)

➤ **Security plan template:**

[http://csrc.nist.gov/groups/SMA/fasp/documents/system_security/System Security Plan Template 01102007.doc](http://csrc.nist.gov/groups/SMA/fasp/documents/system_security/System_Security_Plan_Template_01102007.doc)

➤ **Management solution options:**

www.openfisma.org

www.manageengine.com/products/active-directory-audit/fisma-compliance-reporting-software.html

www.avatier.com/products/identity-management/access-governance/compliance-auditor/

A management solution is essential. Security review, operations and maintenance is a complex process -- with many documents, regulations, review steps etc. A system is required to manage all of the detail and workflows.

Step 1: Staff and Technical Consulting Resources

Digital security is an ongoing effort year after year – not a simple ‘once and done’ solution. Wayland will need to train and add staff, and hire technical consultants to meet these needs:

- **Additional FTE:** WPS and the Town will need to add at least one full-time FTE, devoted 100% to IT security. This role will be tightly linked to daily operations and cannot be outsourced to a third party. This person must be CISSP certified, the standard industry certification for IT security work. See:
<https://www.isc2.org/cissp/default.aspx>
- **Technical assistance:** Wayland will need to purchase technical services from product vendors to cover system implementation and training for Wayland IT staff. Security systems are complex and implementation is not a “do it myself” project.
- **Penetration testing:** Following the audit process, an independent technical consulting company should be hired to perform aggressive ‘penetration testing’ against the WPS / Town system – emulating what a hacker would do – to find any remaining vulnerabilities. This test should be repeated annually, and the cost should be added to the Wayland IT operational budget.

For more information:

Please contact:



Mark Hays

CEO

Phone: 508.661.9733

Personal email: MarkAllenHays@Gmail.com

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Note: East Bay Labs designs predictive analysis solutions for the healthcare industry. We have extensive experience with digital security risks, technology, regulations and solutions, to protect confidential patient data. East Bay Labs does not, however, provide security consulting products or services – and we are not affiliated with any digital security vendors. This information is provided purely as a public service, to improve security for the Wayland / WPS network and confidential data.

IT Dir

Why are security upgrades so urgent?

5 May, 2015

To: Wayland Board of Selectmen
41 Cochituate Road
Wayland ,MA 01778

From: Mark Hays
Cell: 508.661.9733
Email: MarkAllenHays@Gmail.com (best bet)

Dear Wayland Board of Selectmen members:

You may be wondering why I have been pushing so hard for digital security upgrades. "Why is he pestering us? Nan hired an IT consultant to assess our network."

The answer is simple: Wayland is addressing a massive and urgent security issue at a slow, bureaucratic pace. Cybercriminals do not suffer from the same delays. When they find a weak target, they attack. Attached is a document that explains how quickly these automated attacks work.

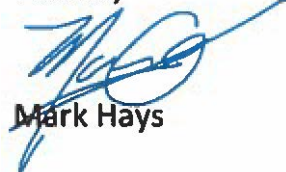
It is now over two months since cybercriminals broke into the Wayland network. None of the major problems have been fixed, however. Wayland computers, network and data are still just as vulnerable as they were on January 1.

Frankly, there was no need to wait – and leave everything so open to attack. Going forward, Wayland needs to have a rapid and effective response to crises like this.

The dismal security of the Wayland / WPS network has also become a personal issue for our family. Our son had a rough time during his first couple of years at WHS. His confidential records should not be so vulnerable to hackers, nor any Wayland child's.

Please let me know if you have any questions. Again, I would be happy to meet with the Board of Selectmen in Executive Session to discuss these problems and solutions.

Thanks,



Mark Hays

Important note: This is a public document. The related documents detailing security issues and solutions are confidential, however, and should not be released or transmitted via email.

6

CONFIDENTIAL: Why time is of the essence for security upgrades

5 May, 2015

*REDACTION
NOTED P. 2
NFB*

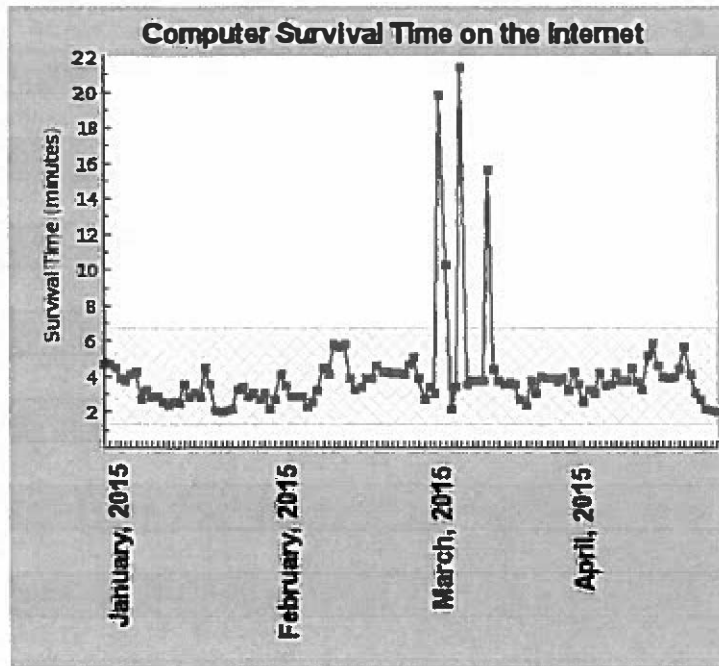
To: Wayland Board of Selectmen
41 Cochituate Road
Wayland ,MA 01778
Phone: 508-358-7755

From: Mark Hays
Phone: 508.276.1766
Cell: 508.661.9733
Email: MarkAllenHays@Gmail.com (best bet)

Dear Wayland BoS members:

You may be wondering why security upgrades for WPS and Town computers are such an urgent priority.

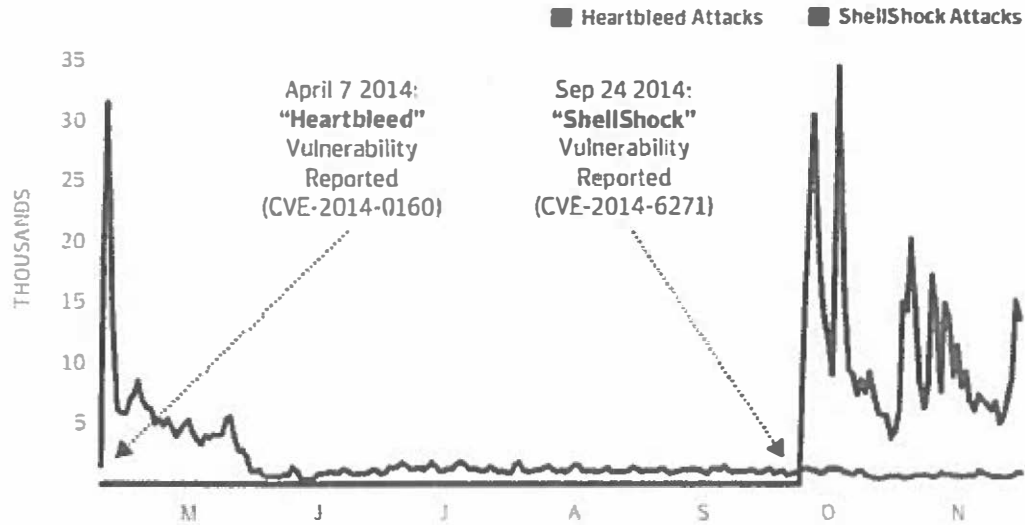
The reason: Cybercriminals have automated the detection of vulnerable, unpatched computers. Here is the survival time for an unpatched, unprotected computer after it is connected to the internet:



“Survival time” = how many minutes until the computer is hacked. The average for all computers varies between 1.5 and 7 minutes. That’s how long it will take hackers to find a computer anywhere in the world and launch a successful attack.

Source: <https://isc.sans.edu/survivaltime.html>

Cybercriminals also move very fast after a vulnerability is discovered: Here is a graph showing the flood of attacks that surfaced shortly after two vulnerabilities were found in 2014:



Heartbleed and ShellShock Attacks, April–November, 2014

Source: Symantec

~~_____ in more than a year. _____~~
~~_____ like these.~~ Now put the two graphs together: Hackers will automatically detect vulnerable systems in minutes, and they target the same defects that affect computers across the Wayland network.

This is why it is very likely that multiple WPS and Town computers have been repeatedly hacked. No one reported this to you, however, because no intrusion detection system is installed. After hackers broke into the Finance Office, it took a call from Unibank to alert the Town. Without that call, Wayland would not have known hackers were inside your network -- until someone discovered that \$4 million was missing.

Finally, cybercriminals worldwide now know that Wayland was successfully hacked and how – which gives them everything they need to mount another attack. It would be foolish to think Wayland is not a vulnerable target. You need to take quick action.

Thanks,

Mark Hays

Important note: Copies of this document should NOT be transmitted via email or shared publicly as part of the public record.



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

May 11, 2015

By First Class Mail and By Certified Mail Return Receipt Requested

Mr. Jeff Stulin, Chair
Minuteman Regional Vocational Technical School Committee
758 Marrett Road
Lexington MA 02421

Re: Vote of the Wayland Town Meeting

Dear Chair Stulin:

By vote of the Wayland Town meeting on April 6, 2015, the Town voted in the affirmative to rescind its acceptance of Massachusetts General Laws Chapter 71, Sections 16 through 16I inclusive, and to file a written request with the Minuteman Regional Vocational School Committee ("Regional District") to prepare an amendment to the current Regional District agreement among the member towns setting forth the terms and conditions by which the Town of Wayland may withdraw from the Regional District.

Therefore, this letter shall constitute written notice to the Regional District Committee that the Town of Wayland has voted to request the Regional District Committee to draw up an amendment to the Regional Agreement setting forth the terms by which the Town of Wayland may withdraw from the Regional District.

Enclosed is a certified copy of the Town meeting vote.

Sincerely,

Beth R. Klein
Town Clerk

Enclosure: Certified copy of Town meeting vote on April 6, 2015 on Article 17: Withdraw from Minuteman Regional Vocational School District

cc: Chair and Members of the Wayland Board of Selectmen (with enclosure)
Nan Balmer, Wayland Town Administrator (with enclosure)
Mary Ellen Castagno, Wayland Representative to Minuteman (with enclosure)
Dr. Paul Stein, Wayland Superintendent of Schools

7



TOWN OF WAYLAND

MASSACHUSETTS

01778

TOWN CLERK

Beth R. Klein

bklein@wayland.ma.us

ASSISTANT TOWN CLERK

Diane M. Gorham

dgorham@wayland.ma.us

TOWN BUILDING
41 COCHITUATE ROAD

TEL: 508-358-3630

508-358-3631

www.wayland.ma.us

ANNUAL TOWN MEETING VOTE CERTIFICATE

At a legal meeting of the qualified voters of the TOWN OF WAYLAND, held on April 6, 2015, the following business was transacted under Article 17:

ARTICLE 17: WITHDRAW FROM MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT

- a.) Voted that the Town rescind its acceptance of Massachusetts General Laws Chapter 71, Sections 16 through 161, inclusive to establish a regional vocational technical school district with the towns of Arlington, Belmont, Concord and Lexington and such of the towns of Acton, Boxborough, Carlisle, Lincoln, Sudbury, Stow, and Weston which voted to accept such sections, and the construction, maintenance and operation of a regional school by said district in accordance with a proposed agreement filed with the Board of Selectmen; and
- b.) authorize the Board of Selectmen, with the approval of Town Counsel as to form, to (i) file with the Minuteman Regional Vocational School Committee a written request to prepare an amendment to the current Regional Agreement among the member towns of said district setting forth the terms and conditions by which the Town may withdraw from said district; and (ii) take all other actions necessary to withdraw from said district.

VOTED:

IN FAVOR: 130

MOTION PASSED

OPPOSED: 4

A true copy, Attest:

Beth R. Klein
Town Clerk



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

May 12, 2015

By First Class Mail and By Certified Mail Return Receipt Requested

Mr. Jeff Stulin, Chair
Minuteman Regional Vocational Technical School Committee
758 Marrett Road
Lexington MA 02421

Re: Withdrawal from Regional School District

Dear Chair Stulin:

In April of 2015, the Wayland Town meeting voted to take action to withdraw from the Minuteman Regional Vocational Technical School District ("Regional District") and to request that the Regional District prepare an amendment to the current Regional District Agreement setting forth the terms and conditions by which the Town of Wayland may withdraw from the Regional District. In accordance with the current Regional District Agreement, the Wayland Town clerk sent written notice to the Regional District of the Town's vote to withdraw and requested that the Regional District Committee draw up an amendment to the Regional District Agreement setting forth the terms and conditions by which the Town of Wayland may withdraw.

Therefore, the Board of Selectmen requests that the Regional District Committee take action as soon as practicable to draw up such an amendment which should address, among other matters, the following:

1. The terms by which Regional District students residing in the Town of Wayland will continue and complete their education in the Regional District after the withdrawal of the Town of Wayland from the Regional District;
2. The terms by which the Town of Wayland will be able to send additional students residing in Wayland to the Regional District; and
3. The financial obligations of the Town of Wayland upon and after the effective date of the Town's withdrawal from the Regional District.

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Mr. Jeff Stulin, Chair
Minuteman Regional Vocational Technical School Committee

Page Two

Pursuant to Sec. IX(B) of the MRVTSD Agreement, enclosed is a certified copy of the withdrawal amendment.

Sincerely,



Cherry C. Karlson
Chair, Wayland Board of Selectmen

cc: Members of the Wayland Board of Selectmen
Nan Balmer, Wayland Town Administrator
Mary Ellen Castagno, Wayland Representative to Minuteman
Dr. Paul Stein, Wayland Superintendent of Schools
Members of the Acton Board of Selectmen
Steven Ledoux, Acton Town Manager
Eva Szkaradek, Acton Town Clerk
Members of the Arlington Board of Selectmen
Adam Chapdelaine, Arlington Town Manager
Stephanie Lucarelli, Arlington Town Clerk
Members of the Belmont Board of Selectmen
David J. Kale, Belmont Town Manager
Ellen O'Brien Cushman, Belmont Town Clerk
Members of the Bolton Board of Selectmen
Donald Lowe, Bolton Town Administrator
Pamela Powell, Bolton Town Clerk
Members of the Boxborough Board of Selectmen
Selina Shaw, Boxborough Town Administrator
Elizabeth Markiewicz, Boxborough Town Clerk
Members of the Carlisle Board of Selectmen
Timothy D. Goddard, Carlisle Town Administrator
Charlene M. Hinton, Carlisle Town Clerk
Members of the Concord Board of Selectmen
Christopher Whalen, Concord Town Manager
Anita S. Tekle, Concord Town Clerk
Members of the Dover Board of Selectmen
David W. Ramsay, Dover Town Administrator
Felicia Hoffman, Dover Town Clerk
Members of the Lancaster Board of Selectmen
Ryan McNutt, Lancaster Town Administrator
Mary de Alderete, Lancaster Town Clerk
Members of the Lexington Board of Selectmen
Carl F. Valente, Lexington Town Manager
Lynn A. Pease, Lexington Town Clerk

**Mr. Jeff Stulin, Chair
Minuteman Regional Vocational Technical School Committee**

Page Three

**cc: Members of the Lincoln Board of Selectmen
Timothy S. Higgins, Lincoln Town Administrator
Susan R. Brooks, Lincoln Town Clerk
Members of the Needham Board of Selectmen
Kate Fitzpatrick, Needham Town Manager
Theodora K. Eaton, Needham Town Clerk
Members of the Stow Board of Selectmen
William Wrigley, Stow Town Administrator
Linda E. Hathaway, Stow Town Clerk
Members of the Sudbury Board of Selectmen
Maryanne Bilodeau, Sudbury Interim Town Manager
Rosemary Harvell, Sudbury Town Clerk
Members of the Weston Board of Selectmen
Donna S. VanderClock, Weston Town Manager
Deborah Davenport, Weston Town Clerk**

**TOWN OF WAYLAND'S REQUESTED AMENDMENT TO MINUTEMAN
REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT AGREEMENT
REGARDING WITHDRAWAL**

The following shall constitute the Town of Wayland's ("the Town") amendment to the Minuteman Regional Vocational Technical School District ("the District") Agreement, which the Town requests be drawn up by the District School Committee ("the Committee") to facilitate the Town's withdrawal from the District, pursuant to Sec. IX(A) of the Agreement and pursuant to the April 15, 2015 vote of Town Meeting:

RECEIVED
TOWN OF WAYLAND
TOWN CLERK
2015 MAY 12 AM 11:02

**I. CONTINUING LIABILITY FOR OPERATING
COSTS/SPECIAL OPERATING COSTS**

Following the date of the Committee's receipt of notice from the Town to the Committee that the Town seeks to withdraw and that Town Meeting has voted to withdraw and until the effective date of withdrawal, the Town shall continue to be liable for Operating Costs, except Special Operating Costs, as apportioned to the Town in accordance with Sec. IV(E) of the Agreement. The Town shall continue to be liable for Special Operating Costs until the effective date of withdrawal, as apportioned to the Town in accordance with Sec. IV(F) of the Agreement. The Town's liability for Operating Costs and for Special Operating Costs shall terminate on the effective date of withdrawal.

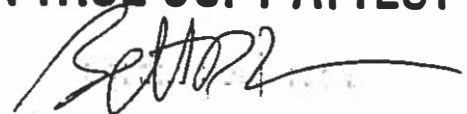
II. CONTINUING LIABILITY FOR CAPITAL COSTS

Following the effective date of withdrawal the Town shall continue to be liable for its apportioned share of Capital Costs in accordance with Sec. IX(D) of the Agreement, with the following exception. Notwithstanding the foregoing sentence, the apportioned obligations for which the Town shall continue to be liable during the period of the withdrawal procedure and after withdrawal shall exclude, and shall not include, any and all debt which is incurred by the District after the date on which notice is received by the Committee of the Town's intent to withdraw. The calculation of the Town's apportioned obligations shall therefore exclude, and not include, any and all such debt.

III. ENROLLMENT OF STUDENTS FROM THE TOWN

Pupils who are residents of the Town and who are enrolled as of the date of the Committee's receipt of the Town's notice of intent to withdraw may remain enrolled through the completion of their studies and graduation. Pupils who are residents of the Town and who are not enrolled as of that date may enroll during the withdrawal period. If such students cannot complete their studies and graduate before or as of the effective date of withdrawal, they may remain enrolled thereafter as nonresident students pending such completion/graduation, in accordance with the established terms of enrollment for such students. Following the effective date of withdrawal, the Town's withdrawal shall not affect the eligibility of residents of the Town to apply for nonresident admission under the District's Admissions Policy, sec. III, as effective January 13, 2004.

A TRUE COPY ATTEST



**TOWN CLERK
TOWN OF WAYLAND**



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

RECEIVED

MAY 13 2015

Board of Selectmen
Town of Wayland

May 12, 2015

Mr. George H. Harris
Attorney At Law
8 Holiday Road
Wayland, MA 01778

RE: School Committee Accounts – M.G.L. Ch 71

Dear George,

I am in receipt of your letter date May 4, 2015 regarding the monies held on behalf of the Wayland School Committee.

At its meeting of May 11, 2015 the Wayland Board of Selectmen voted to hire jointly with the Wayland School Committee Attorney James Toomey of Murphy, Hesse, Toomey and Lehane. The engagement is intended to develop the correct approach to the management and disposition of the aforementioned monies.

Sincerely,

John Senchyshyn
Assistant Town Administrator/HR Director

CC: **Wayland BOS**
Wayland School Committee
N. Balmer, Town Administrator
K. Colleary
S. Marchand, SMS
B. Keveny, Finance Director

DiNapoli, MaryAnn

From: Scott Peckins <SPeckins@westsuburbanyymca.org>
Sent: Tuesday, May 12, 2015 5:52 AM
To: Selectmen
Cc: DiNapoli, MaryAnn
Subject: Thank you!

Dear Cherry, Mary, Lea, Tony, (Joseph),

Thank you so much for meeting with us last night. We know how busy you are and appreciated your time.

I would like to invite any of you to lunch or to meet about how we can continue to strengthen the community together.

Best wishes,

Scott

Scott Peckins
Executive Director of Camping Services
WEST SUBURBAN YMCA
276 Church Street, Newton, MA 02458
(P) 617-244-6050 x3808 (F) 617-321-2267
(E) speckins@westsuburbanyymca.org (W) www.westsuburbanyymca.org
Skype address = ScottWSYMCA

The Y: We're for youth development, healthy living and social responsibility

DiNapoli, MaryAnn

From: Balmer, Nan
Sent: Thursday, May 14, 2015 11:54 AM
To: DiNapoli, MaryAnn
Subject: FW: Protection of Wayland's Happy Hollow wells near WHS athletic fields
Attachments: BoPW to School Committee regarding Happy Hollow wells.pdf

Correspondence

From: Mike Lowery [mailto:lowery.mike@gmail.com]
Sent: Thursday, May 14, 2015 11:15 AM
To: Ellen_Grieco@wayland.k12.ma.us; Barb Fletcher; Donna_Bouchard@wayland.k12.ma.us; jeanne_downs@wayland.k12.ma.us; Kathie_Steinberg@wayland.k12.ma.us
Cc: Balmer, Nan; Keefe, Ben; Monahan, Brian; Sherre Greenbaum; Tom Klem; Junghanns, Julia; Brud Wright; Brodie, Jessica; Kadlik, Stephen; Chris Brown; Millette, Don; Cherry Karlson (BoS); Allyson_Mizoguchi@Wayland.k12.ma.us; Stephen Cass
Subject: Protection of Wayland's Happy Hollow wells near WHS athletic fields

Dear School Committee Members:

The attached letter approved by the Board of Public Works (as Water Commissioners) asks your help to protect Wayland's drinking water wells adjacent to the Wayland High School athletic fields.

We request ten minutes on an upcoming agenda to present our concerns and answer your questions.

Thank you,
Mike Lowery, vice-chair

120 Lakeshore Drive
Cochituate, MA 01778
508-397-8828

[Wayland DPW is on Facebook](#)



WAYLAND BOARD OF PUBLIC WORKS

TOWN OF WAYLAND

41 COCHITUATE ROAD, Wayland, Massachusetts 01778-2697

April 28, 2015

Wayland School Committee
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Subject: Protection of Wayland's Happy Hollow wells near WHS athletic fields

Dear School Committee Members:

Wayland's Happy Hollow wells are one of the two principal sources of Wayland's drinking water. The two wells were sited after an extensive study of water sources. After near-flooding in 2010, we have drilled three nearby replacements at a higher elevation. In June 2013 fecal coliform was detected in raw (not treated) water; wells were off-line until a retest proved they were safe. Since then Wayland has installed an expensive chlorine injection and analysis system as required by the Massachusetts DEP.

The loss of these wells would be catastrophic for Wayland. As Wayland's Water Commissioners, we are charged with protecting this drinking water source.

Risks are classified by their proximity to the wells. Legally the DEP identifies proximity by Zone 1 and Zone 2 areas; another specific delineation is the 'capture zone' where water falling on the surface will reach the well during normal pumping. The capture zone for the Happy Hollow wells was delineated in 2010. These areas are shown in the town GIS and at the end of this letter.

In 2007 the WHS artificial turf playing field was permitted by the Conservation Commission, appealed, then allowed by a Massachusetts DEP Superseding Order of Conditions (DEP 322-661). This order sets out **specific requirements of ongoing maintenance and reporting, and requires that a Certificate of Compliance be requested and obtained** from Wayland's Conservation Commission (conditions 67, 68).

There is also an existing Operations and Maintenance plan which was made part of the agreement and which is now being reviewed by School, Recreation, and DPW staff.

These requirements have the force of law. Even if there were no risks to our wells, a failure to abide by a Superseding Order of Conditions may result in fines and DEP enforcement actions, and potentially the loss of use of the field for some period.

Wayland's Wellhead Protection Plan reviews all town wells and assess potential risks to them. On pp 28-29 the plan expresses concerns that the proximity of the WHS field may pose risks.

To assess those risks the Board of Public Works has recently arranged for two assessments:

- [Analysis for zinc and lead](#) in the raw water of *all* town wells. (Nashoba Analytical)
- [Drainage Assessment WHS Turf Field](#), (Eggleston Environmental)

Both the zinc/lead analysis and the drainage assessment have been distributed to Conservation, the Health, Recreation, and School Departments.

The zinc and lead analysis showed no detectable lead at all wells except traces at Baldwin Pond #2. Levels of zinc were no more than 1/100th of the allowed levels, and the Happy Hollow wells were lower than other wells. This is good news and addresses one of the concerns in the Wellhead Protection Plan.

The drainage assessment however noted several deficiencies -- some of which you have already begun to address in the recent spring cleanup by removing the loose synthetic fibers and crumb rubber. The report notes that several of the conditions from the DEP Superseding Order of Conditions are incomplete or cannot be verified. These conditions protect Wayland's wells.

There are no 'smoking guns' – the Board of Public Works and DPW's Water Division will continue to work prudently to minimize risks. We are considering installation of monitoring wells to identify a problem before it reaches a well.

We ask that the School Committee and School Department review the Drainage Assessment for its WHS field.

By adhering to the Superseding Order of Conditions, following or updating the Operation & Maintenance plan, providing the maintenance reports to the Board of Health as required, providing the as-built plans as required, and applying for the required Certificate of Compliance, the School Department can do its part to protect the Happy Hollow wells.

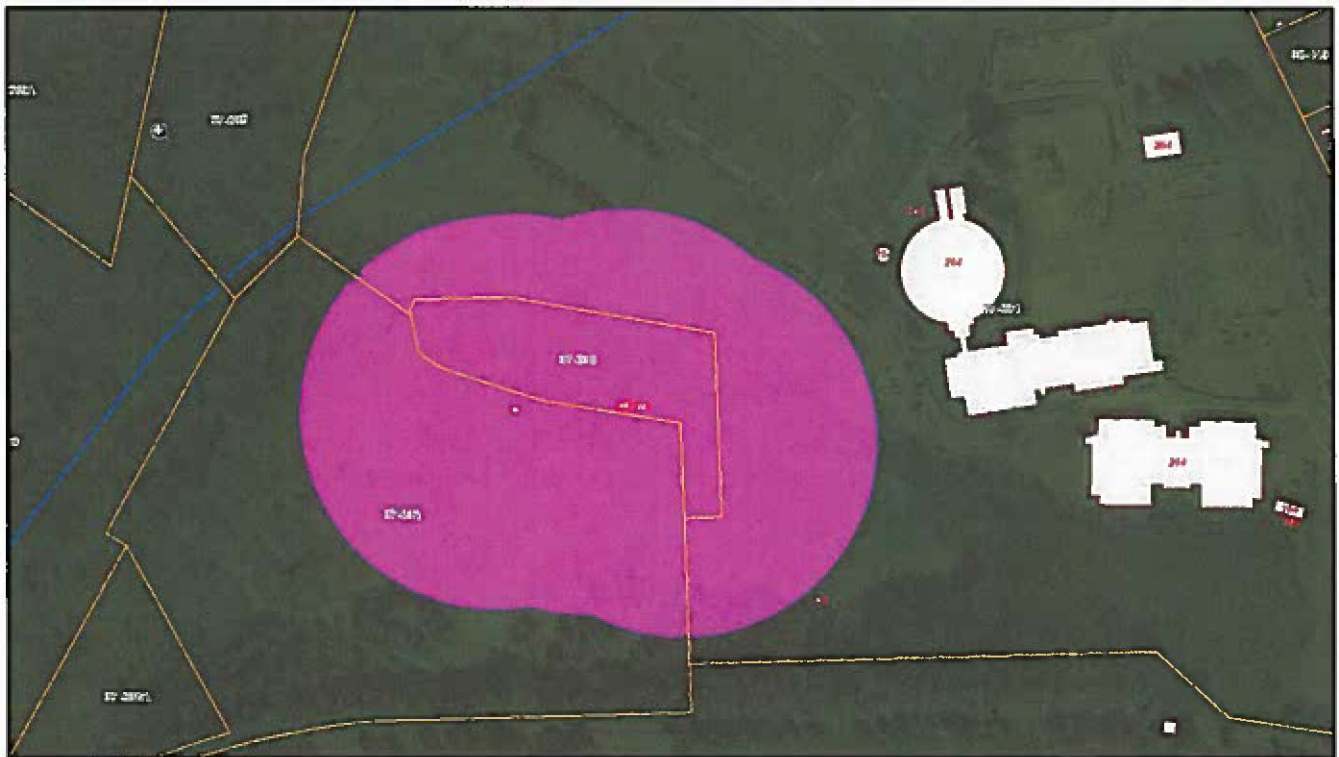
Please keep our board informed of your progress in meeting these requirements.

Thank you for your consideration,
BOARD OF PUBLIC WORKS
as WATER COMMISSIONERS

Christopher Brown
Chairman

cc: Wayland Conservation Commission
Wayland Board of Health
Wayland Recreation Commission
Nan Balmer, Town Administrator
Ben Keefe, Public Buildings Director
Stephen Kadlik, DPW Director
Don Millette, Water Superintendent
Allyson Mizoguchi, WHS Principal
Stephen Cass, WHS Athletic Director
Cherry Karlson, Board of Selectmen (Schools Liaison)

Relation of the WHS structures to wellhead protection areas. Source: Wayland GIS 4/28/2015



- Magenta: DEP ZONE 1 Wellhead Protection area (approx. 400' radius)
- Green: DEP ZONE 2 Wellhead Protection area
- Blue Line: Wellhead 'Capture Zone' as established by 2008 Earthtech AECOM



HOUGHTY'S HEROES



Monthly News from the Wayland Fire Department

Volume Two

April 2015

Its Late- My goal is to have *Houghtys Heroes* written and distributed before the end of the first week of each month. Well as you can see I sure missed this month. May has been a very busy month... you will be able to read all of Mays highlights next month.

Open Burning Permits – Open burning of brush only is permitted by the Commonwealth from January 1st to May 1st each year. The Fire Department uses an on line service for residents to get a permit and to check the status level of burning each day. During the permitted open burning season the Massachusetts Department of Conservation and Recreation and the Department of Public Health check the weather and air quality as well as the conditions for brush fires and either allow or prevent burning for the day by County. This year a total of 468 permits were issued and a total of 446 were activated. Even with the long hard winter we just endured, the Federal and State agencies that control open burning did not extend the burning season. I received many frustrated phone calls.

First Brush Fire- The first brush fire of the season was called in on Saturday April 11th at 12:39. A resident of Grove Street called to report someone was burning a large pile of brush and it was causing a lot of smoke. The on duty shift combed the area and located a brush fire off of Weir Meadow Road. The fire was large enough in area that the 5 person crew was going to be tied up for an extended period of time so off duty staff was called in to cover the stations. The fire was caused from an ember from a previous permitted fire that the wind coming off the river picked up and ignited the leaves. The column of smoke the reporting resident saw, came from over \$300.00 in flower pots that were destroyed. The flower pots were for the nursery that they prepared to use in the coming season.

Mulch Fires- The department responded to several small fires in landscaping mulch. This is very early in the season to be seeing this type of activity. Last year we began to enforce the fire prevention regulation that prevents mulch from being used within 18 inches of combustible materials used on commercial buildings and any residential structure with three or more units. In the last few years fires in mulch were responsible for contributing to several structure fires in the Commonwealth, with at least one being fatal and one in a nursing facility.

Wayland is Safe- The organization called Safe Wise has determined that Wayland is the sixth safest community in the country. When you go to the web site home page and scroll down to #6 and read the Wayland section, fire education and prevention are listed as a key reason Wayland did so well. The description under Waylands spot reads, *“West of Boston, Wayland was home to the first public library in the State of Massachusetts. Wayland has continued on in that spirit of knowledge, and today enjoys a series of free fire education programs, including a preschool program, a babysitting course, and a citizen's fire academy.”* As much as it hurts to admit this ...yes the police department is equally responsible for the ranking, as crime is very low in proportion to the population. I am proud of all of the efforts our Public Safety Personnel extend to the Community, and it is nice to see it pays off with this type of recognition.

The New Guy- At the end of April we were able to complete the hiring process for a new Firefighter\Paramedic. Mathew Bryer was selected from a pool of five candidates interviewed for the position. Besides the interview by a three person panel and a Paramedic skills test, Matt was put through a process that included a thorough back ground check by our Detectives, a complete physical and a Physical Agility Test run by the Commonwealth. Matt began working days on May 4th and will work for ten days meeting and reviewing skills with each of the four work groups. Matt will be sworn in by the Town Clerk on May 11th and will then be assigned to Group C under the supervision of Captain Gemelli. We wish Matt the best in his future with the Wayland Fire Department.

ALS X3 – Now that we are back to a full complement of 24 response staff, that includes eight paramedics, I have moved two Firefighter Paramedics to Group B to staff the ambulance as much as possible when that shift is on duty. This now allows three of the four work groups to provide Advanced Life Support twenty four hours a day the majority of the time. As of today we run two work groups with three paramedics assigned, one group with two medics and one with none. When we are not able to staff our ambulance with our own medics we rely on assistance from the private companies of PRO and AMR. We will continue to hire paramedics until we have three on a shift or at least 12 on the roster.

ISO Reports- The Insurance Service Organization (ISO) has completed its evaluation of the Wayland Fire Department and has sent us the report. The rating is used by insurance companies to set fire insurance rates based on our abilities as a department in a variety of categories. The ratings go from a 1 as the best to a 10. Wayland still holds a very respectable rating of 4. There are many things that as a department we did not get points for that I feel we should. I will be drafting a long and short term plan to get our rating down to a 3. Recently I have learned that the Town of Onset went from a 4 to a 3 and anticipates that this will result in 40 to 50 dollar savings per residential unit. At this point there was no cost savings estimate for commercial properties.

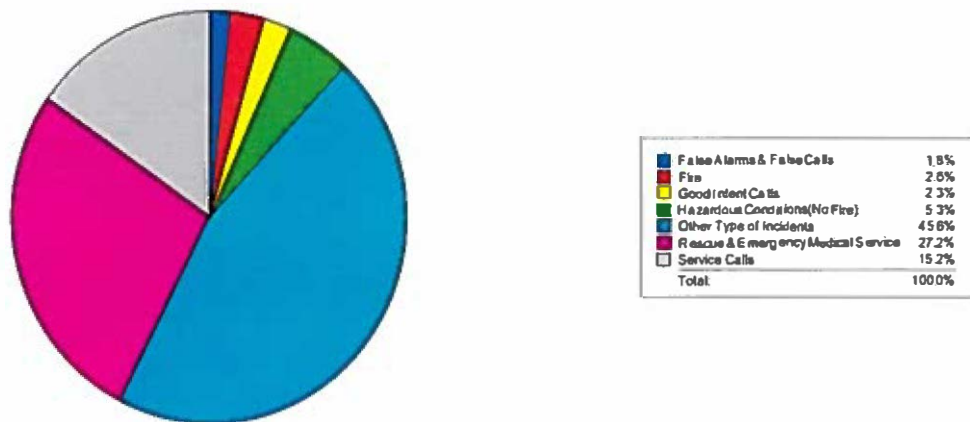
Plan Review, Permits and inspections- We have been very busy working with several groups on building projects. The complete upgrade of the fire alarm system at 106 Main has been approved; we continue to meet with the contractor on the Fire Sprinkler system and design for that building as well. The Town

Center continues to be built out with the new building and a hardware store, also three other smaller business have dropped off "fit out plans" for spaces they are going to occupy. We have approved all of the plans for life safety for the large multi-unit building at 373 Commonwealth Road. We continue to do inspections on the new DPW and are on track to have our part complete and signed off in late May. During the month of April the on duty shifts completed 60 of the required quarterly inspections with most of the sites visited having no violations reported. Storage, especially in town owned buildings continue to be an issue of compliance. This is something that I will be requesting the building commissioner to work with us on to create a long term plan for corrective action.

Its all in the numbers- April 2015 the department recorded 342 incidents or activities performed. This is a 31% increase over April 2014. Of the total number of incidents, 98 were for inspections, 87 were medical emergencies and 5 were actual fires. Medical Emergency calls showed a 29% increase over the same period in 2014. We saw mutual aid ambulances from our surrounding communities come to Wayland 6 times in April and that is one more than the same time last year.

The summary of all calls for the month are listed below:

Primary Type Incidents



Reported Type Incidents

3 Fire (Box Received)

1 Mutual Aid - Eng/Lad, Fire Response

5 Telephone Alarm, Building Fire

1 Chimney or flue fire, confined to chimney or flue

1 Passenger vehicle fire

1 Brush, or brush and grass mixture fire

3 Special outside fire, other

79 EMS call (excluding MVA)

6 Mutual Aid - Amb., NON-MVA

3 Vehicle accident with injuries

1 Mutual Aid - Amb., MVA

89 Sub-Total,Rescue & Emergency Medical Service

Hazardous Conditions(No Fire)

4 CO incident (includes CO alarm investigation)

8 Wire(s) down, arcing, etc.

4 Hazardous condition, other

16 Sub-Total,Hazardous Conditions(No Fire)

9 Lock-out (not lock-in)

12 Assist invalid

2 Unauthorized burning

1 Mutual Aid - Eng/Lad, Cover Station

25 Service Call, other

6 Smoke scare, odor of smoke

5 Fire Alarm Work by Dispatcher

24 Inspection (26F)

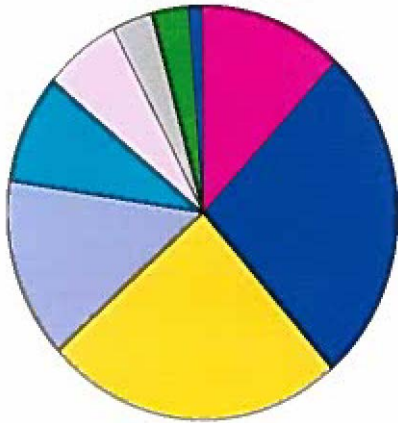
11 Inspection (Site)

53 Inspection (Quarterly)

2 Inspection (Oil Burner)

- 7 Inspection (Occupancy)
- 5 Public Education
- 3 Fire Drill
- 1 Inspection (Tank Removal)
- 14 Training
- 16 Fire Alarm System Work
- 2 Car Seat Installation
- 2 Smoke Detector Installation
- 5 Fire Alarm Maintenance (Supt. Work)
- 1 Error (or training incident)
- 4 Detail
- 1 Mutual Aid - Eng/Lad, Other, Not Fire

Response Times



Less than 1 minute	11.8%
1 - 1.99 minutes	26.9%
2 - 2.99 minutes	24.7%
3 - 3.99 minutes	14.0%
4 - 4.99 minutes	8.6%
5 - 5.99 minutes	6.5%
6 - 6.99 minutes	3.2%
7 - 7.99 minutes	3.2%
8 - 8.99 minutes	1.1%
Total:	100.0%



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

May 12, 2015

Thomas Largy
Wayland Surface Water Quality Committee
59 Moore Road
Wayland, MA 01778

RE: Order of Conditions and Chapter 194 Permit for Mill Pond, Wayland (DEP File 322-841)

Dear Mr. Largy:

Enclosed please find the original Chapter 194 Permit and Order of Conditions, including Attachment A, for the approved hydro-raking project at Mill Pond, Wayland. **You are responsible for meeting all the conditions of both the Order of Conditions and the Chapter 194 Permit.** The Order and Permit must both be filed at the Middlesex South Registry of Deeds. Thereafter, evidence of the recording must be submitted to the Commission prior to commencing work.

Written notice must be submitted to the Conservation Commission not less than two or more than five business days prior to the commencement of the work permitted by these decisions. All submissions must refer to the DEP file number and condition or conditions, which the submission is intended to address.

Please note that any modification of your plans must be reported to the Commission and may necessitate either an amendment to the Order of Conditions or the submission of a new Notice of Intent. If you have any questions, please call 508-358-3669.

Sincerely,

Brian J. Monahan
Conservation Administrator

Enc. (2 Original Decisions)

cc: Town Clerk w/enc.
DEP NERO w/enc.
Building Commissioner w/enc.
Stephen Kadlik, DPW Director, w/enc.
Marc Bellaud, Aquatic Control Technology, w/enc.
Board of Selectmen
Board of Health
Planning Board
Town Assessor
Abutters
File

RECEIVED

MAY 12 2015

Board of Selectmen
Town of Wayland

13



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

RECEIVED

MAY 12 2015

Board of Selectmen
Town of Wayland

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3046

May 12, 2015

Anne Gilson
17 Hazelbrook Lane
Wayland, MA 01778

Re: First Amendment to the Chapter 194 Permit – 17 Hazelbrook Lane, File D-855

Dear Ms. Gilson:

Enclosed is the amendment voted by the Conservation Commission to the Chapter 194 Permit issued for work at 17 Hazelbrook Lane, Wayland.

The conditions of the Chapter 194 Permit, other than the enclosed amendment, are still applicable and should be carefully read.

Sincerely,

Brian J. Monahan
Conservation Administrator

Enclosure

cc: Town Clerk w/enc.
Building Commissioner w/enc.
EvB Design w/enc.
DEP NERO w/enc.
Planning Board
Board of Selectmen
Board of Health
Abutters
File

14



TOWN OF WAYLAND
MASSACHUSETTS
01778
BOARD OF APPEALS

Selectmen

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3600
FAX: (508) 358-3606

A public hearing will be held on MAY 26, 2015 at the TOWN BUILDING, 41 COCHITUATE ROAD, WAYLAND on the following application at the time indicated:

- 8:35 p.m. Application of JOHAN KULLSTAM and ELIZABETH DRISCOLL KULLSTAM for any necessary approvals, special permit, and/or variance as may be required to change, alter, extend a pre-existing non-conforming structure by more than 20% (construct two car garage with master bedroom above and mudroom) under the Town of Wayland Zoning By-Laws Chapter 198 Sections 201, 203, 401.1.2, 401.1.3. The property is located at 15 DORAN ROAD which is in a SINGLE RESIDENCE DISTRICT and AQUIFER PROTECTION DISTRICT. (15-07)
- 8:50 p.m. Application of DR. CAROLINE PINSKY (WAYLAND ANIMAL CLINIC) for any necessary approvals, special permit, variance as may be required for renewal of Special Permit and Variance granted in Decision #10-09 dated April 29, 2010 (to operate an animal clinic) under the Town of Wayland Zoning By-Laws Chapter 198 Sections 201 and 203. The property is located at 6 WINTER STREET which is in a SINGLE RESIDENCE DISTRICT. (15-10)

At the conclusion of the hearings on the aforementioned applications, the Board may then meet for the purpose of deciding on or deliberating toward a decision on any applications previously heard by it and to which no decision has yet been filed or any other public business before the Board.

BOARD OF APPEALS

Eric Goldberg
Aida Gennis
Thomas White
Michael Connors

RECEIVED

MAY - 8 2015

Board of Selectmen
Town of Wayland

(15)



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
ANTHONY V. BOSCHETTO
CHERRY C. KARLSON
JOSEPH F. NOLAN

NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN
Monday, May 18, 2015
Wayland Town Building
Selectmen's Meeting Room

CORRESPONDENCE - II

Minutes

16. Municipal Affordable Housing Trust Fund Board, April 15, 2015
17. OPEB Advisory Committee, April 6, 2015
18. Board of Public Works, April 28, 2015

Region

19. Letter of 4/15/15 from Minuteman Regional School to Town Treasurer re: Revised Assessments

State

20. Letter of 5/1/15 from Department of Transportation re: Approval of Special Speed Regulation 7934, Old Tavern Road, Dean Road, Timber Lane

MAHTF MINUTES—4-15-15

Municipal Affordable Housing Trust Fund (MAHTF)

Wayland Town Building

Meeting Minutes—April 15, 2015

Attendance: Mary Antes; Jacqueline Ducharme; Stephen Greenbaum; Kevin Murphy; Brian O’Herlihy; Armine Roat; and Susan Weinstein

Others in attendance (discussants)

- David Levy and Wendy Cohen: New Seasons Development
- Mike Kopczynski: Stow Affordable Housing Trust

Open Meeting: Mary Antes called the meeting to order at 7:35 PM at the Wayland Town Building.

Public Comment: None

Materials Distributed:

- Treasurer’s Report, April 15, 2015

Notes:

- I. David Levy and Wendy Cohen, Principals of the New Seasons Development, discussed their company. Both principals have extensive experience with various aspects of affordable housing. Their business offers three primary services:
 - 1) Consultation to non-profit organizations, for profit organizations and Housing Authorities. This includes financial structuring and finding funding resources for affordable housing; site planning; due diligence and compliance with regulations and laws.
 - 2) Development of rental and for-sale housing including both market rates and affordable.
 - 3) Assistance to communities interested in affordable housing development.The principals of the New Seasons Development expressed an interest in working in increasing Wayland’s affordable housing stock.
- II. Mike Kopczynski from the Stow Affordable Housing Trust (AHT) discussed their town’s experience, scope of work and its processes with affordable housing.
 - 1) Stow’s affordable trust fund has been in existence for 10 years and focuses on the preservation and creation of affordable housing for low and moderate income

households. The Stow Affordable Trust Fund committee drives the affordable housing in their town. Currently, Stow's affordable housing stock is at 8.1%. Stow has 65 family units (2 and 3 bedrooms); 35 elderly units, and have planned 37 supported housing units, which will offer some on site services. Stow's AHT provides seed money for projects, which is later reimbursed to Stow's Affordable Housing Trust Fund.

- 2) The town of Stow has incorporated by-laws that govern the Stow AHT. In these by-laws any expenditure exceeding \$250,000 must be approved by their Board of Selectmen (BOS). In addition, any borrowing that exceeds \$250,000 also needs to be approved by their BOS.
- 3) Stow's Affordable Housing Trust Fund committee has focused on public relations. They have a very open process, and speak to affordable housing needs at Stow's Town Meetings. The Trustees write articles in their local newspapers and offer town-wide forums to discuss affordable housing and Stow's housing production plan.
- 4) Stow's Affordable Housing Trust hired a housing administrator who provides services twelve hours/ month
- 5) In October, there will be a conference about affordable housing.

- III. The Trustees reviewed the draft minutes for the meeting held on March 4, 2015. S. Weinstein moved approval of the March 4, 2015 minutes. S. Greenbaum seconded. Motion approved 6-0-1 (J. Ducharme).
- IV. Brian O'Herlihy provided the Treasurer's report. There was discussion of Wayland's MAHTF exemption from Federal income tax, if the MAHTF is a separate financial entity from the Town of Wayland. Although Town Counsel, Mark Lanza, believed the Trust is exempt from Federal income tax, there is some risk that the IRS will disagree, which would have substantial tax consequences. Mr. O'Herlihy reported that Wayland's MAHTF could have segregated financial account(s) under the Town's tax ID number. The Trustees would approve expenditures, the Town of Wayland would maintain books and records. The Wayland MAHTF Trustees would have oversight of the MAHTF financial account(s). J. Ducharme made the motion: Under the direction of the MAHTF Trustees, the Wayland MAHTF will be under the custody of the Town. The Trustees will request that the funds be held in an account opened at the Village Bank. The Town will maintain the financial books and records. S. Greenbaum seconded the motion. Motion approved 7-0.
- V. There was a brief review of the Wayland Town Meeting. All agreed that each article pertaining to CPC was very successful.

- VI. There was a brief discussion regarding the MAHTF by-laws. Susan Weinstein continues to work on these by-laws. It was agreed that she will have Town Counsel review the by-laws, when she has completed her revisions of the MAHTF by-laws.
- VII. Susan Weinstein moved to adjourn the meeting at approximately 9:55 PM. Stephen Greenbaum seconded. Motion approved 7-0.

Respectfully Submitted,
Jacqueline Ducharme



Town of Wayland Massachusetts

OPEB Advisory Committee

Kent George
David Gutschenritter
Cliff Lewis (Chair)
Maryanne Peabody
Jay Sherry

Minutes of April 6, 2015 Committee Meeting (As approved April 15, 2015)

In attendance initially were Cliff Lewis, Maryanne Peabody and Jay Sherry. David Gutschenritter was absent, and Kent George joined the Committee during the Town Meeting portion. The Town Meeting portion was videotaped and is currently available on WayCAM On Demand at:

<http://www.waycam.tv/government-and-sd-on-demand.html>

The Committee portion of the meeting was called to order at 6:42 PM by Chair Cliff Lewis in the Wayland High School Field House. The following Agenda topics were addressed:

1. Public Comment

There were no members of the public present at the Committee portion of this meeting.

2. Minutes of March 2, 2015

Approved 3-0.

3. Minutes of February 18, 2015

Jay offered two non-substantive edits to the minutes. Cliff asked that Jay convey the edits to Dave Gutschenritter. Approved as amended 3 – 0.

4. Minutes of March 18, 2015

Approved 3 – 0.

5. April 20 meeting with Board of Selectmen regarding investment policy

Cliff noted that Town Administrator Nan Balmer expressed some reservations about the OPEB Committee getting on the agenda for April 20. Jay urged Cliff to ensure that the acting Treasurer/Collector Suzanne Marchand has actually been in contact with the two investment managers Bartholomew and Rockland Trust to verify they are in support of the Committee's recommended investment allocation of 75% equities/25% fixed income in order to maximize the chance of achieving the OPEB Investment Account target return of 7% per year. Marchand committed to do this in the March 19 2015 meeting with Balmer, Marchand, Cliff and Jay.

6. Legal update

There was brief discussion of the two responses to the OPEB Committee's RFQ for legal advice on OPEB investment account structure. The remaining law firms chose not to reply to the RFQ. Jay recommended that Cliff speak to each of the two responding law firms and pick the one that Cliff feels will provide the Committee with the best overall benefit.

The Committee suspended its meeting at 7:01 PM so the Committee could join the Annual Town Meeting.

7. Town Meeting Warrant Article 4

WayCAM video of the discussion of this warrant article begins at 38:50

Selectman Tony Boschetto introduced the three motions of OPEB Warrant Article 4. Cliff Lewis spoke first as the principle proponent of the Article. Donna Bouchard also spoke in support of the Article. Motion 1 transferring \$115,018 from five enterprise and revolving funds to the General Fund was approved by Town Meeting 237 – 17. Motion 2 appropriating \$28,769 and transferring it from ten enterprise and revolving funds to the OPEB Trust Fund was approved 240 – 13. Motion 3 appropriating \$209,114 and transferring it from the General Fund – Unreserved Fund Balance to the OPEB Trust Fund was approved 233 – 15.

The Committee meeting adjourned when the Annual Town Meeting adjourned at approximately 10:40 PM.

Respectfully submitted,

Jay Sherry

WAYLAND BOARD OF PUBLIC WORKS

Wayland Town Building

April 28, 2015

7:00 PM

MEETING MINUTES

C. Brown (Chair), W. Baston, M. Lowery, J. Mishara, S. Kadlik (Director)

Meeting opened at 7:00 PM

(Brown announced that the meeting is being recorded)

Brown opened the meeting with a review of the agenda.

Brown asked for public comment

Public Comment

Elisa Scola of the Community Preservation Commission (CPC) appeared before the Board to discuss the status of the Stone's Bridge stabilization project.

Scola expressed her desire to establish a point of contact on the Board of Public Works.

Lowery offered to assist the CPC with the project, but indicated that Kadlik should be the main point of contact.

Gretchen Schuler of the CPC discussed the nature of placing a preservation restriction on the deed to Stone's Bridge.

Mishara made a motion to place a preservation restriction on the deed to Stone's Bridge.

After discussion, the Board determined that the motion should be tabled until the next meeting.

Brown requested that the discussion of the placement of a deed restriction on Stone's Bridge be placed on next agenda.

Lowery made a motion to authorize Kadlik to work with Town Administrator Nan Balmer and the CPC on the Stone's Bridge project.

Brown 2nd, all in favor.

Water Abatement Requests

45 Three Ponds Road

Sarah Falber of 45 Three Ponds Road appeared before the Board to discuss her request for abatement.

Mishara made a motion to abate the 2/2014 water bill of 45 Three Ponds Road down to 13,000 cubic feet, waiving all fees and penalties.

Lowery 2nd, all in favor.

2 Bennett Road

Emily Kaplan of 2 Bennett Road appeared before the Board to discuss her request for abatement.

The Board discussed the seasonal data used to calculate the abatement, noting that there was limited historical data available for comparison.

Mishara made a motion to abate the 11/2013 water bill of 2 Bennett Road to 16,200 cubic feet, waiving all interest and fees.

Lowery 2nd, all in favor.

Irrigation Application Review – 24 Red Barn Road

Chip Ely of Lynch Tree Irrigation appeared before the Board to discuss the irrigation application of 24 Red Barn Road.

Lowery noted the property is close to wetlands, and suggested that Ely check with Conservation.

Lowery expressed his concern that the irrigation system would operate within a Zone 2 area and is also very close to a well capture zone.

Mishara made a motion to approve the irrigation permit for 24 Red Barn.

Brown 2nd. Brown, Mishara, and Baston in favor, Lowery opposed.

Board Discussion

Kadlik advised the Board of resident Mary Blais of 10 South Street who had experienced a medical-related hardship and was requesting the Board grant a waiver of the \$26.40 interest accumulated on her water account.

Lowery made a motion to waive the accumulated interest on the water account of 10 South Street.

Brown 2nd, all in favor.

Discussion and Update on River's Edge Property

Brown described a recent conversation with Town Administrator Nan Balmer, and noted that a document authorizing the conveyance of the land in question would be prepared for the Board's consideration in May.

Lowery asked about the status of water pressure testing at the proposed River's Edge site.

Kadlik noted that a report is being prepared by Tata & Howard, and a draft of the report has been reviewed by Kadlik and Millette.

Lowery requested that the final report be distributed to the Board for review.

Lowery discussed with the Board the status of plans to supply water service to the proposed River's Edge development.

Mishara asked if language will be in the document requesting conveyance that would allow the possession of the property to revert back to the BOPW if the River's Edge project is cancelled.

Brown noted that the document would preclude the transfer until a developer is committed to the property.

Baston noted that he recently toured the DPW material storage area, and would like to see something in the document that identifies the DPW's increased expense incurred as a result of the removal of material storage space.

Baston distributed a handout, 'Land Transfer Questions and Concerns', pertaining to the potential increased costs of material removal and reviewed it with the Board.

Mishara suggested that a separate line item be added to the DPW budget to track the expenses relating to the River's Edge land transfer.

Baston expressed his opinion that the proposed DPW storage site is not sufficient for the DPW's needs.

Brown noted that he would email Baston's document to the Finance Committee to advise them of the anticipated expense increase.

Michael Lindeman, DPW Park and Highway Superintendent, expressed his concern that the Conservation Commission be consulted to ensure there would be no restrictions on the land in question.

Baston expressed his concern over the potential elimination of the composting area from the Transfer Station.

Request for Water Abatement – 36 Claypit Hill Road

Jeff Karp of 36 Claypit Hill Road appeared before the Board to discuss his request for abatement.

Lowery made a motion to abate the 2/2014 water bill of 36 Claypit Hill Road down to 13,100 cubic feet, waiving all interest and fees.

Mishara 2nd, all in favor.

Discussion on Eversource Petition to Obtain a Grant of Location for Utility Pole on Sears Road

The Board discussed their concern that the language of the request may grant Eversource permission to cut into the roadway to install underground utility wires.

Kadlik noted that the plans prescribe the installation of a utility pole and not underground utilities, and advised that ultimately the Board of Selectmen grant permission.

Lowery suggested that a note be sent to the Board of Selectmen requesting that clarification be added to the language of the agreement precluding the installation of underground utilities.

Discussion and Scheduling of Water Rate Setting

Don Millette, DPW Water Superintendent, appeared before the Board to discuss the status of water rate setting.

Kadlik noted that he and Millette would be meeting with Woodcock and Associates within the next week to conduct a water rate analysis.

Lowery asked Millette if Woodcock and Associates are familiar with the new DEP regulations.

Millette replied that they are.

The Board discussed their concerns relating to the rate setting process.

Millette discussed with the Board the type of water meters currently used by the Town and expressed his desire to explore different brands of water meters.

Draft Policy on Temporary Signs in the Right-of-Way

Lowery distributed a list of objectives for creating a policy and discussed it with the Board.

The Board discussed the possibility of working with the Planning Board to revise the current temporary sign bylaw.

Lowery offered to draft a policy for review by the Board as well as the Board of Selectmen, Planning Board, and Police Department.

Discussion of Status of Mill Pond

Lowery suggested that this item be delayed until the next meeting.

Lowery noted that the Conservation Commission has given the Surface Water Quality Commission permission to hydro-rake Mill Pond.

Baston noted that the Historical Commission is concerned if the name Mill Pond were completely eliminated.

The Board clarified that the only the land around the pond would be renamed, not the pond itself.

Pelham Island Road Status Update

Kadlik noted that he would like to put a levelling course down on portions of Pelham Island to address the condition of the road.

Lowery asked Kadlik if anything would be done in the project to address the sharp drop-off of the edge of the pavement in the area of Heard Pond.

The Board discussed the approval process from Conservation Commission to rebuild the shoulder.

Brown suggested that Police Chief Irving be consulted and asked if he considers the current state of the road to be an emergency.

Brown and Lowery expressed their opinion that the road either needs to be repaired or closed.

Brown asked that this item be placed on the next agenda.

Board Members' Reports, Concerns, and Updates

Mishara asked Kadlik about the status of the Five Paths intersection lights.

Kadlik noted that he would discuss the lights at the Five Paths intersection with TEC.

Lowery distributed a draft letter that he prepared to the School Committee concerning the protection of the Happy Hollow Wells near the High School athletic fields and discussed it with the Board.

Brown requested that the letter be discussed at the next meeting.

Lowery discussed the Commonwealth Connect App and distributed a handout describing it.

Brown asked Kadlik about the nature of road work that occurred recently in the area of the Happy Hollow School.

Kadlik noted that the crew was repairing a collapsed catch basin.

Brown noted that the Board of Selectmen will be discussing Glezen Lane traffic mitigation on May 18.

Brown noted that he has received several comments from residents concerning the settings of the traffic lights at the intersection of West Plain and Old Connecticut Path.

Lindeman noted that discussion of changing the settings of the lights has occurred and is under consideration.

Kadlik noted that work will begin to correct a number of issues with the intersection within the next week.

Topics Not Reasonably Anticipated by the Chair 48 hours Prior to Posting, if any

Brown noted that per a discussion with Human Resources Director John Senchyshyn, Balmer wished to offer Kadlik a three year contract as DPW Director and has asked for the Board's feedback.

Mishara made a motion that the Board strongly supports the Town's pursuit of a three-year contract with the DPW Director.

Lowery 2nd, all in favor.

Review and Approve Minutes (Delivered in Advance of the Meeting)

Brown noted a correction to include Wegerbauer as present at the 4/14/15 meeting.

Mishara noted a grammatical correction on page 6.

Lowery requested that on page 3, 'Kadlik noted that he would be contacting potential consultants to conduct a water rate study in anticipation of setting water rates.'

Brown made a motion to accept the minutes of the 4/14/15 meeting as amended.

Mishara 2nd, all in favor.

Kadlik noted that Arts Wayland wishes to paint a mural on a Transfer Station Building.

Brown requested that Kadlik gather more information on this subject and include discussion on the next agenda.

Brown noted that May Board meetings will occur on 5/12/15 and 5/26/15.

Mishara made a motion to adjourn.

Lowery 2nd, all in favor.

Meeting adjourned at 9:33 PM.



TREASURER,
FIN. DIRECTOR

RECEIVED

MAY 11 2015

Board of Selectmen
Town of Wayland

April 15, 2015
REVISED

Town Treasurer
41 Cochituate Road
Wayland, MA 01778

Dear Mr. Keating,

The Minuteman Regional Vocational Technical School District School Committee approved revised assessments based on the 2016 Governor's Budget House 1 at its meeting on April 14th, 2015. Assessments have been calculated based on the minimum contributions included in the 2016 State budget. School Committee will be meeting in September, 2015 and reviewing the final budget and assessment figures based on the final approved state budget. We will send notice of revised figures, if any, after that meeting.

We have established the following schedule which will allow for compliance with Section XI "Fiscal Year".

On or before August 1st, 2015	\$ 13,632		
On or before September 1st, 2015	\$ 13,632	25 %	\$ 27,264.00
On or before October 1st, 2015	\$ 12,723		
On or before November 1st, 2015	\$ 12,723		
On or before December 1st, 2015	\$ 12,723	60%	\$ 65,433.60
On or before January 1st, 2016	\$ 5,453		
On or before February 1st, 2016	\$ 5,453		
On or before March 1st, 2016	\$ 5,453	75%	\$ 81,792.00
On or before April 1st, 2016	\$ 13,632		
On or before May 1st, 2016	\$ 13,632	100%	\$ 109,056.00
<u>Total</u>	\$ 109,056		

Please consider this letter as request for payment according to the above schedule. If you have any questions about the assessment, Please contact Kevin F. Mahoney Assistant Superintendent of Finance at kmahoney@minuteman.org or 781-861-6500 Ext 220.

Sincerely,

Laurie Elliott

Treasurer

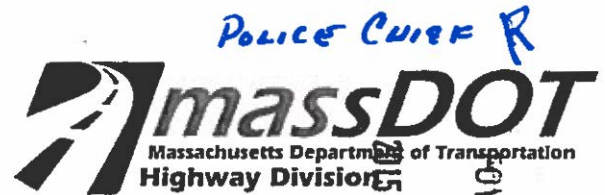
cc: Chairman, Finance Committee
Chairman, Board of Selectmen

- Revised letter changes the periodic payment schedule. There is **no change** to the total FY16 assessment.



Town Administrator

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Acting Administrator



Police Chief R

RECEIVED
TOWN OF WAYLAND
TOWN CLERK
MAY 11 PM 1:03

May 1, 2015

Ms. Beth R. Klein
Town Clerk
41 Cochituate Road
Wayland, MA 01778

RECEIVED

MAY 12 2015

Board of Selectmen
Town of Wayland

Dear Ms. Klein:

Attached is your Special Speed Regulation No.7934 dated May 1, 2015 for the town ways noted on the Regulation. You may now proceed with putting up the respective speed signs pertaining to this Regulation.

Please be advised that in addition to the necessary installation of speed limit signage required according to this Regulation, MassDOT recommends the following additional signage to be erected at the following locations on these town roadways in order to further advise motorists of conditions that exist that may warrant additional caution: (please refer to the Federal Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition)

DEAN ROAD

- *Turn Horizontal Alignment signs (W1-1)* should be erected in both directions in advance of the two horizontal curves in the vicinity of #10 and #34 Dean Road. These signs should be supplemented by the addition of *Advisory Speed Plaques (W13-1 (15))* indicating 15 miles per hour.

Please notify this office by letter of the date these signs are in place. Any existing speed signs that do not conform with this Regulation should be removed.

Sincerely,

Neil E. Boudreau
State Traffic Engineer

RFW/
Att.
Cc Dist 3 Traffic
Chief of Police

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655

www.mass.gov/massdot

(20)



**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
TOWN OF WAYLAND
SPECIAL SPEED REGULATION # 7934**

RECEIVED
TOWN OF WAYLAND
TOWN CLERK
2015 MAY 11 PM 7:00

Highway Location: WAYLAND
Authority In Control: TOWN OF WAYLAND
Name of Highways: OLD TAVERN ROAD, DEAN ROAD,
TIMBER LANE

In accordance with M.G.L. c. 90, § 18, the following Special Speed Regulation is

Hereby Adopted

by the Board of Selectmen

of the Town of Wayland

That the following speed limits are established at which motor vehicles may be operated in the areas described:

OLD TAVERN ROAD - NORTHBOUND

Beginning at the junction of Dean Road, thence northerly on Old Tavern Road 0.34 miles at 25 miles per hour ending at the junction of Commonwealth Road (Route 30); the total distance being 0.34 miles.

OLD TAVERN ROAD - SOUTHBOUND

Beginning at the junction of Commonwealth Road (Route 30), thence southerly on Old Tavern Road 0.34 miles at 25 miles per hour ending at the junction of Dean Road; the total distance being 0.34 miles.

DEAN ROAD – NORTHEASTERLYBOUND

Beginning at the junction of Snake Brook Road, thence northeasterly on Dean Road
0.59 miles at 25 miles per hour ending at the junction of Old Tavern Road; the
total distance being 0.59 miles.

DEAN ROAD – SOUTHWESTERLYBOUND

Beginning at the junction of Old Tavern Road, thence southwesterly on Dean Road
0.59 miles at 25 miles per hour ending at the junction of Snake Brook Road; the
total distance being 0.59 miles.

TIMBER ROAD – EASTBOUND

Beginning at the junction of Dean Road, thence easterly on Timber Road
0.23 miles at 25 miles per hour ending at the junction of Oak Street; the total
distance being 0.23 miles.

TIMBER ROAD - WESTBOUND

Beginning at the junction of Oak Street, thence westerly on Timber Road
0.23 miles at 25 miles per hour ending at the junction of Dean Road; the total
distance being 0.23 miles.

Operation of a motor vehicle at a rate of speed in excess of these limits shall be prima facie evidence that such speed is greater than is reasonable and proper.

The provisions of this regulation shall not, however, abrogate M.G.L. c. 90, §14

Date of Passage:

[Signature]
Clerk

[Signature]

Massachusetts
[Signature]
BOARD OF SELECTMEN

Attest [Signature]
TOWN CLERK

RECEIVED
TOWN OF WAYLAND
TOWN CLERK
2015 MAY 11 PM 7:00

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

SPECIAL SPEED REGULATION NO. 7934

The Massachusetts Department of Transportation does hereby certify that this regulation is consistent with the public interest.

Standard signs must be erected at the beginning of each zone.

REGISTRY OF MOTOR VEHICLES
DIVISION

BY: [Signature]
Registrar

HIGHWAY DIVISION

BY: [Signature]
State Traffic Engineer

DATE:

APPROVED MAY 01 2015

Balmer, Nan

From: Irving, Robert
Sent: Thursday, May 14, 2015 11:25 AM
To: Balmer, Nan
Subject: RE: Old Tavern, Dean, Timber

Nan,

This is all set. You could place a copy as correspondence in the BOS packet. The signs have been installed and the S.S.R. has been added to the Speed Zones.

Bob

From: Balmer, Nan
Sent: Thursday, May 14, 2015 11:24 AM
To: Irving, Robert
Subject: Old Tavern, Dean, Timber

Chief

Not sure how this correspondence is routed.
Could you please copy me on the response?

Thanks

Nan

Nan Balmer, Town Administrator
Town of Wayland
41 Cochituate Road
Wayland, MA 01778
(508) 358-3620 office
(508) 237-1330 cell

