

Meeting Minutes, Wayland Energy Initiatives Advisory Committee  
05/14/2015; 8:05 pm  
approved 6/18/15, 3-0

Attendees:

Name	Association	Name	Association
Anne Harris	Energy Comm	Tom Sciacca	Energy Comm
Harvey Michaels	Energy Comm	Corinne Lenk	Energy Comm (A)
John Harper	Energy Comm (A)	Ben Keefe	Wayland Public Buildings Director
Mike Staiti	Energy Comm (A)		

Members Absent: Bill Huss

Committee member Ellen Tohn listened by phone from approximately 8 to 8:30 pm

Minutes:

Discussion on PPA contract negotiations

- Ben shows memo sent to Nan Balmer which summarizes the three (3) documents/information that will be brought before the BoS at the next available opportunity
- Documents are technically and substantially complete; however, Town Counsel is still reviewing for form
- Ben will request that the BoS authorize Town Administrator to sign the three (3) documents when they are completed in form by Town Counsel and Ameresco
- Two important issues to Town on PPA that have been resolved:
  - If net metering goes away, the cost to convert the system to behind the meter should be shared between Ameresco and the Town. Ameresco agrees.
  - Original draft included default payments/bond provision which the Town may have to make if Town were to be unable to pay for electricity; This provision is considered an appropriation which must be approved at Town Meeting; Updated clause indicates that Ameresco understands that Wayland must go through Town Meeting to request such an appropriation if necessary and is dependent on the Town Meeting vote to satisfy this appropriation

Review of fifteen (15) topics listed on document titled “Draft Solar Power Purchase Agreement between Town of Wayland and Ameresco SPE—List of Overview Topics for Discussion – March 19, 2015” and the resolution of those discussion topics (See attached document for reference):

- 1 – Ameresco accepts
- 2 – No clause added, but email confirmation provided
- 3 – Ameresco accepts
- 4 - Ameresco accepts
- 5 – Ameresco accepts
6. – Ameresco’s financier would not delete Downgrade Event and Performance, but they agreed would ask TM and have time to get bond.
7. - Ameresco accepts
8. - ? Ameresco accepts
9. - Ameresco accepts
10. - Ameresco accepts
11. - No
12. - No
13. – No, however, recognition that Town cannot guarantee payment unless approve at TM
14. - Ameresco accepts
15. - Ameresco accepts

Discussion on DPW roof

- Ameresco notional lay-out of panels were shown on renderings of the DPW roof from design drawings (not as-built or coordinated construction drawings)
- Actual as-built roof includes several vents

- Ameresco had access to full set of construction plans which would have included these vents and should be aware of them and should have taken them into their lay-out plans
- Worst case is that if Ameresco did not account for the vents, the installation would reduce the total number of panels on the DPW roof, generate less electricity, and the Town would be obligated to pay for less electricity

Discussion on line loss factor included in High School energy calculations due to relatively remote location of meter at High School; Meters at other project locations are closer to the installation and less subject to line loss

Consent agreement is a break-out of a provision in the PPA that clarifies that Ameresco will sell the PPA to the financier (DLL Solar Trust)

Harvey moves that all the business and technical issues represented in the PPA, the consent agreement, and the interconnection service agreement are acceptable to the Energy Committee and the Committee recommends that the Board of Selectman authorize the Town Administrator to sign the documents when they have been reviewed as to form by Town Counsel

- Tom seconded
- 3-0 votes in favor

Committee discusses available grant money (OATA) to pay for a technical review by Peregrine of the issued for construction documents

Discussion on project schedule areas of interest

Discussion on permitting feedback from Planning Board

Committee approves meeting minutes from 4/23, 3-0.

Meeting adjourned at 9:20 pm

5/14/15

cl/arh

attachments: Draft Solar Power Purchase Agreement between Town of Wayland & Ameresco SPE: List of Overview Topics for Discussion—March 19, 2015

**Draft Solar Power Purchase Agreement between Town of Wayland & Ameresco SPE**  
**List of Overview Topics for Discussion – March 19, 2015**

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1. Adjust Exhibits to allow for the Facility Assets to only comprise the HS, MS, and DPW sites (not the TB site), e.g., include prices for option 1 (2% inflator) and for option 7 (2% inflator). Will need to include language regarding price adjustments to reflect savings from use of Town's resiliency grant funds at the Middle School.
2. Add clause in conditions precedent (section 3(c)) calling for Ameresco to secure the B5 or A9 rate for all of the new meters as a condition for commencing construction.
3. Add clauses in Section 4 giving rights to Town to review and approve final designs of the Facilities, and Developer commitment to minimize interference with Town operations (including the schools).
4. Add clause allowing for Town to terminate the PPA in event Developer does not secure the conditions precedent and start construction by a date to be agreed, and a clause for payment of delay damages (lost savings) for failure to complete construction, once commenced, past a date(s) to be agreed. Clauses to reflect different starting dates for the various sub-projects.
5. Add clauses allowing for Town to purchase one or more of the individual solar projects prior to expiration of Term (after year 5 and fair market value).
6. Developer to take Town credit risk at outset. Delete Downgrade Event and Performance Assurance.
7. Add clause covering Ameresco operation/maintenance of any equipment purchased by the Town with proceeds of the resiliency grant.
8. Add decommissioning letter of credit, including exhibit on wording of the draw language enabling Town to draw upon the letter of credit in event of Developer prior to expiration of the letter of credit or failure to perform removal obligations as and when required under the PPA.
9. In event of an assignment under section 19(b), adjust permitted assignments to ensure that assignee has competence to provide O&M services or that Ameresco will continue to operate the project (Town is approving working with Ameresco). Prior to such assignment, need separate undertaking by Ameresco, Inc. to own and manage Ameresco SPE pursuant to the obligations under the PPA.
10. Expand change in law provision 8(d) to cover scenario where net metering changes cause net metering credit price to be permanently below the PPA price. Add remedy of Ameresco agreement to do work at cost to connect solar projects to existing Town facilities (to enable Town to use the solar electricity directly and avoid Ameresco seeking payment for electricity not usable by Town).
11. Add clause covering tracker account concept contained in MAPC template solar contract to cover scenario of temporary inversions of PPA price and Town's net metering credit prices.
12. In default section, expand events of default to include the bankruptcy of Ameresco, Inc. (as initial owner and manager of Ameresco SPE).
13. In termination right remedies (9(c)), if the Town elects to terminate the PPA following a Developer PPA default, Town should have option either to require removal of the Facilities or to purchase the Facilities. Unclear why Town should pay either the Early Termination Fee or the costs to remove the Facilities.
14. In clause 4(h), add time frame for completion of work, and consequences/rights of Town if Developer fails to remove the Facility Assets per this section (and 9(c) and (d)) within time frame to be agreed.
15. Town's Counsel and insurance agent also reviewing and may provide separate comments on various sections, e.g., allocation of risks (section 8), reps (section 11), limitations (section 12), the license (attachment D), insurance coverages (section 14), indemnification (section 15), records (section 10), confidentiality (section 16).