



Town of Hamilton  
Select Board  
Monday, November 4, 2024

- Caroline Beaulieu, Chair
- Bill Wilson
- Tom Myers
- Rosemary Kennedy
- Bill Olson

7:00 PM  
Hamilton Wenham Public Library Meeting Room  
14 Union St., Hamilton, MA

**AGENDA**

**This is an IN PERSON meeting. As courtesy for the public, zoom access will also be provided via the below link. However, the meeting will not be terminated in the event that technological issues disrupt the zoom broadcast.**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86050444890?pwd=XiHBdzayqFUZPxmWPb72Nb1zRNVw6B.1>

**Meeting ID: 860 5044 4890**

**Passcode: 407869**

**One tap mobile**

+13017158592,,86050444890#,,,,\*407869# US (Washington DC)

+13052241968,,86050444890#,,,,\*407869# US

**Dial by your location**

- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)

7:00 p.m.	Call to Order
<b>ANNOUNCEMENTS &amp; BOARD OPENINGS</b>	
	<p><b>Board and Committee openings:</b></p> <ul style="list-style-type: none"> <li>• Conservation Commission – 1 opening</li> <li>• Council on Aging - 2 associate openings</li> <li>• Cultural Council – 1 opening</li> <li>• Finance and Advisory Committee - 1 associate opening</li> <li>• Hamilton Development Corporation – 1 opening for a 3-year term</li> <li>• Historic District Commission - 2 openings for 3 year terms, 2 openings for 2 year terms (one must be a resident of the Historic District and one must be a resident Realtor)</li> <li>• Human Rights Commission – 1 at-large opening</li> </ul>
	<p><b>Select Board and Town Manager Reports</b></p> <ul style="list-style-type: none"> <li>• Invitation from the American Legion to Veterans Day services</li> </ul>

Items may be heard out of the listed order. The agenda items listed are those items which were reasonably anticipated by the Chair to be discussed at the meeting. Not all items listed on the agenda may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

	<b>Public Comment</b> – Three (3) minutes per person on items not already on the agenda
<b>CONSENT AGENDA</b>	
	<ul style="list-style-type: none"> <li>• Approve temporary signs for ECTA Road Race at Patton Park</li> <li>• Approve EdFund Tree Sale at Patton Park</li> <li>• Approve the minutes of the September 9, 2024 Select Board meeting</li> </ul>
<b>AGENDA</b>	
7:15 p.m.	<ol style="list-style-type: none"> <li>1. Discuss use of town funds to study Alewife Brook and surrounding watershed in collaboration with the Town of Essex, with Dave Lash of the Chebacco Lake and Watershed Association – <b>Discuss and Vote</b></li> <li>2. Report from Board of Health Chair David Smith – Keeping of Animals and other regulations updates - <b>Discussion</b></li> <li>3. Approve Change of Manager at Myopia Hunt Club - <b>Discuss and Vote</b></li> <li>4. Approve request by Ed and Eleanor Cook to purchase two burial plots in Hamilton Cemetery - <b>Discuss and Vote</b></li> <li>5. Authorize Town Manager to sign contracts with ESG for the Town Hall Decarbonization Project - <b>Discuss and Vote</b></li> <li>6. Approve request for Community Preservation Committee signage - <b>Discuss and Vote</b></li> <li>7. Approve Select Board January – June 2025 meeting calendar - <b>Discuss and Vote</b></li> <li>8. Use of ARPA Funds - <b>Discuss and Vote</b></li> <li>9. FY '25 Town Manager and Select Board Goals Recap - <b>Discussion</b></li> <li>10. Recap of September 23, 2024 Special Town Meeting vote - <b>Discussion</b></li> <li>11. Supporting town boards and committees in their work - <b>Discussion</b></li> <li>12. New Business</li> </ol>

**Cemetery Deeds:**

22 October 2024

Hamilton American Legion, Post 194  
37 School Street  
S Hamilton, Ma 01982

We would like to invite you to the Veterans Day  
Breakfast at the Post, Monday, November 11.

Coffee	0800
Breakfast	0830
Speaker	0900

We will then go the Cemetery, form up at the Town Hall  
and march over to the cemetery by 1045 to be ready for  
the 1100 Ceremony.

Thank you,

Leland McDonough

Cell: 617.543.0463 (we need a head count)

## Joe Domelowicz

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**From:** office@ectaonline.org  
**Sent:** Wednesday, October 23, 2024 1:27 PM  
**To:** Joe Domelowicz  
**Cc:** Cynthia Farrell  
**Subject:** External Email Warning ECTA Lawn Signs

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Dear Town Manager's office,

Hello! I had put out a few lawn signs advertising our Thanksgiving 5k at Patton Park and they disappeared. I assumed it was a new town rule, stopped by the Police station to ask and they directed me to your office.

Sounds like due to the political climate you've decided no lawn signs on public land, I get it. Can I pick up the 5 signs you removed?

It's a shame, the lawn signs we put up every year around Patton Park are consistently the answer on our registration form "how did you hear about this race?". This is our 7<sup>th</sup> annual Thanks for the Trails 5k & Kids Fun Run at Patton Park with proceeds benefitting local trail work and the Gabriel Pacione Memorial Scholarship Fund.

Let me know if you would consider letting me put them up after November 5<sup>th</sup> and if you still have the lawn signs, where I can pick them up.

Thank you,

Stacie Capotosto  
Essex County Trail Association  
Outreach Coordinator  
978-468-1133



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Leslie S Ray Insurance Agency, Inc 129 Dodge Street  Beverly MA 01915		<b>CONTACT NAME:</b> Melissa Marino <b>PHONE (A/C, No, Ext):</b> (978) 927-2600 <b>E-MAIL ADDRESS:</b> melissam@leslieray.com <b>FAX (A/C, No):</b> (978) 921-2349	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Mount Vernon Fire Ins Co	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Hamilton-Wenham Education Fund, Inc. P.O. Box 2433  South Hamilton MA 01982		<b>NAIC #</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NBP2553552E	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			XL2553932K	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Hamilton-Wenham Recreation Director Town of Hamilton 16 Union Street Hamilton MA 01982	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Town of Hamilton  
Select Board  
Meeting Minutes of September 9, 2024

Pursuant to the Open Meeting Law, MGL Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Select Board members, a meeting of the Hamilton Select Board was posted for September 9, 2024 at 7:00pm. This meeting was held at the Hamilton Wenham Library at 14 Union Street, on Zoom, broadcast live on HWCAM & recorded for playback.

The Select Board functions as the Chief Executive body of the Town. Its five members are elected to three-year terms with one or two seats up for election each year. The Board acts as the chief policy making body of the Town and directly supervises the activities of the Town Manager. The Select Board typically meets the first and third Monday evening at 7:00 p.m.

Select Board: Caroline Beaulieu(2025); Thomas Myers(2025); Bill Wilson(2026); William Olsen(2027); Rosemary Kennedy(2027).

**Call to order:** *Chair Beaulieu called the meeting to order at 7:00pm and identified those present:* C. Beaulieu, Chair; B.Wilson, Vice-Chair; T.Myers, Clerk (via zoom) R.Kennedy, W. Olsen. Also present: Joseph J. Domelowicz Jr., Town Manager; and others as noted.

**The Chair announced Board and Committee openings as displayed on the agenda:**

- Conservation Commission – 1 opening
- Council on Aging - 2 associate openings
- Human Rights Commission - 1 opening
- Hamilton Development Corporation – 1 opening for a 3-year term
- Historic District Commission - 2 openings for 3 year terms, 2 openings for 2 year terms
- Cultural Council – 1 opening
- Finance & Advisory Committee – 1 associate opening

**Select Board Member Reports:**

- **T.Myers** gave an update from the School Building Committee: There are upcoming workshops planned as well as a traffic study; consultants will be present at the upcoming school open houses to talk to people and answer questions.
- **R.Kennedy** gave an update on the Conservation Commission: Specifically on some of the Bridge St properties. She noted there was discussion of the school athletic fields project and concerns expressed about compliance with PFAS testing and other issues. The Zoning Board of Appeals reviewed plans for an accessory dwelling unit at their meeting. She also attended a meeting regarding the plans for the Gordon Conwell site.
- **B.Wilson** noted that the School did get an enforcement order from the Conservation Commission to stop work, and that they are considering hiring a wetland scientist to oversee the project. He also highlighted the upcoming workshops regarding the school building project and encouraged people to attend. The Historic District Commission would like to meet with the Select Board to discuss capital requests.
- **Chair Beaulieu** thanked everyone who worked and helped out with the elections. She noted that a number of people came to the election to vote on 3A, and she reminded everyone that the vote on 3A will happen at the Annual Town Meeting in April.
- **J.Domelowicz** announced that the Town was awarded a Green Communities grant of \$500,000 towards the Town Hall decarbonization project, and thanked Town Energy Manager Vikky Masone for her work on this grant.

**Public Comment – Three (3) minutes per person on items not already on the agenda**

- **Tosh Blake, Sagamore St.** commented he watched the Select Board workshop and was surprised his name came up. He alleged Chair Beaulieu incorrectly quoted him from a previous meeting and implied that he was part of calling public figures out, and he wished to correct those statements. He questioned whether Chair Beaulieu had the appropriate temperament to serve as Chair. Chair Beaulieu offered to relinquish her role if anyone wished to take over; no one from the Board stepped forward.

**Consent Agenda:**

- **Minutes of the July 29, 2024 Select Board Workshop**

*Vote: The Board voted 4-0-1 by roll call to approve the Select Board Workshop minutes with W. Olsen abstaining as he was not present.*

- **Request for electronic sign board, Friends of the HW Library** - R.Kennedy pointed out the Friends of the Library are not technically a Town entity, therefore, the event should not be endorsed or advertised by the Town. Others believed that the organization is supporting a Town entity exclusively, and therefore it should be allowed. Discussion continued on this point and the Board was able to reach a consensus.

*Vote: The Board voted unanimously by roll call to approve the request for the electronic sign board from Friends of the Library to go up for a week and limited to subject matter, time and date.*

**Agenda:**

- **Appoint Ken Wilson to the Hamilton Foundation – Discuss & Vote**

*Vote: The Board voted unanimously by roll call to appoint Ken Wilson to the Hamilton Foundation.*

- **Set age, income & asset limits for Chapter 91 program, with Principal Assessor Todd Laramie – Discuss & Vote**

T.Laramie was not present, but J.Domelowicz explained that this is a standard annual vote, and the Board needs to decide on the age threshold. The assessors recommended staying at age 65 for the senior exemption program.

*Vote: The Board voted unanimously by roll call to approve the senior exemption program at the existing 65-year age, the outlined income, & asset levels.*

- **Presentation from ESG regarding the Town Hall decarbonization project** - A consultant from Energy Systems Group presented by zoom, with slides explaining the Town Hall decarbonization project. He explained the system and how the components work together, and that it will be self-funding. He explained the funding model and the sources of funds that will apply to the project, as well as the savings. The Board asked a number of questions regarding the specifics of the project from the ESG consultants. Deb Safford asked about the geothermal energy and the consultants explained the wells that and the ground water that is used to power the open loop system. John McGrath from the Finance Committee explained the project will add a million dollars of value to the Town, and explained the Finance Committee examined the risks and did not find any. Discussion continued about the specifics of the project, the components, and the savings to be realized.

- **Approve use of Cemetery Perpetual Care Funds for purchase of walker/mower – Discuss & Vote**

This is the purchase of a commercial mower to be used for Cemetery maintenance, the request is from the Department of Public Works Director Tim Olson. There was brief discussion about the purchase and the type of mower.

*Vote: The Board voted unanimously by roll call to approve the use of the funds for the purchase of the mower.*

- **Approve use of \$25,000 from ARPA for security cameras at Patton Park & Patton Park pool – Discuss & Vote**

Chair Beaulieu and J.Domelowicz spoke to the usefulness of having cameras to enhance security, and in particular to identify perpetrators when there are incidents of vandalism. Last year the bathrooms were vandalized to the point where they had to be closed to the public. The hope is that the cameras will act as a deterrent to such behaviors, and will aid law enforcement in holding perpetrators accountable.

*Vote: The Board voted unanimously by roll call to approve \$25,000 from ARPA for security cameras at Patton Park and the pool.*

- **Goodhue Street speed limit – Discuss & Vote:** J.Domelowicz referenced the traffic calming changes discussed at the previous meeting, that were recommended in the traffic study that was presented at the last meeting. The first step in making the traffic calming changes is for the Select Board to formally vote the change in the speed limit, which then has to be submitted to and approved by the state. Some of the other measures, such as changes to the intersection have to be approved by the Planning Board, it will be on an agenda soon. Following a Select Board vote, the Town can post a temporary speed limit while waiting for state approval.

*Vote: The Board voted unanimously by roll call to approve a speed limit of 25 mph for the Hamilton portion of Goodhue Street and Waldingfield Road, as well as to ask the Town Manager to draft a letter to the Ipswich Select Board requesting that they consider a change in speed limit to 25mph on the corresponding roads in Ipswich.*

- **Review Special Town Meeting Script, assign motion movers and speakers - Discuss & Vote**

The Special Town Meeting is to be held on Monday, September 23, 2024. Chair Beaulieu read through the agenda for the special Town Meeting. There was discussion regarding the order of presentations, presenters, timing, and general content of the presentations. Jay Burnham, Chair of the Community Preservation Committee, and Town Moderator Bill Bowler were present for the discussion.

*Vote: The Board voted unanimously by roll call to approve the assigned motion movers and speakers for the official Town Meeting script.*

- **Update on progress for improving cell service – Discuss:** B.Wilson presented several slides regarding improving the cell service in downtown Hamilton. He displayed a map showing areas with problematic cell service and suggested some options for improving cell service, including writing an RFP to ask for bids to improve coverage. One possibility was to ask for a mesh WIFI system for along Rt 1A, where antenna could be distributed to provide more access points. This would be quicker and easier than a tower, and would provide free WIFI access. He discussed several possibilities and what the technology would look like in terms of being affixed to poles or buildings. He continued to present some possible options and the speed at which various options might be accomplished and suggested the Board, or the Town Manager, send a letter to Everest, who has right of first refusal for downtown service; this should start the conversation for generating possible service options. He could also provide sample requests for proposals for the Town to review.

- **Facility Use Policy discussion around Select Board’s ideas – Discuss:** The Board continued to discuss the draft facility use policy, specifically regarding the Council on Aging building on Bay Road. The discussion proceeded around who and what groups should have free access to the space and under what conditions. Chair Beaulieu expressed concern about a policy that is too stringent in restricting use of public space, and not allowing civic organizations access, and in making determinations of what may or may not be offensive to residents of the town. W.Olson commented on the importance to make a distinction between a space that people can access for free, or for people to rent out. The deliberation included whether the COA building should be only for COA use and what to do if there are requests on both sides of an issue. The Board referenced the room use policy of the library as an example. The sense of the Board was to have the space open to everyone and use it as an asset for the residents, but also reserve the right for the Board to use their discretion as necessary. A possible cleaning fee was mentioned. R.Kennedy will put together a new draft for the Board to review.

**New Business:**

- J.Domelowicz mentioned that Rockport is dropping out of the Human Resources shared arrangement, which could benefit Hamilton as the Town would like more dedicated hours.
- W.Olsen raised the need to have a discussion about the process of the work stoppage order issued to the school athletic fields project by the Conservation Commission, and how one person from one committee could alone issue the order. He questioned whether the appropriate process was followed, and that there was no time given to the school to bring the project into compliance before the work stoppage was issued. He believed there should be a timeline or a deadline in the process before bringing work to a halt and incurring expenses related to the work stoppage, and requested this issue be placed on the agenda for the next meeting for discussion.
- Chair Beaulieu noted the issue of the School Building Committee process should also be on the agenda for clarification purposes.

**Adjournment Vote:** *The Select Board voted unanimously to adjourn the meeting at approximately 9:30PM.*

*Meeting Packet Enclosures:*

- Email from Jan Bennett requesting use of the sign board for the Friends of the Library book sale, and sample flyer.
- Meeting minutes of Select Board Workshop from July 29, 2024
- Recommendation from H. Ford, Hamilton Foundation on the appointment of K. Wilson, & application from K. Wilson.
- Chapter 91 Special Act, Senior Exemption
- ESG presentation on Town Hall project
- Energy savings guarantee and Measurement and Verification Project
- Green Communities grant award to the Town of Hamilton
- Purchase Order for Walker mower
- Letter, scope of work, and quote from ENE Security
- Special Town Meeting draft script and warrant
- Presentation on cell/wireless service
- Draft Agreement between Hamilton & Manchester-by-the-Sea for shared Conservation Agent
- Draft Intermunicipal Agreement for shared Human Resources services between Hamilton & Manchester-by-the-Sea

*Respectfully submitted by D. Pierotti, Recording Secretary, 9/10/24.  
The minutes were prepared from video.*

Respectfully submitted as approved at \_\_\_\_\_ meeting.

\_\_\_\_\_ Tom Myers, Clerk

## Patrick Reffett

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**From:** Marnie Crouch  
**Sent:** Wednesday, October 30, 2024 11:59 AM  
**To:** Patrick Reffett; Emil Dahlquist  
**Cc:** Mark Connors  
**Subject:** Re: PB Agenda 11.12.24.DRAFT

Patrick and Mark,  
Here are amendments to item 3 on the agenda:

To include, but not limited to, amendments required by the Affordable Homes Act regarding Accessory Dwelling Units to the Hamilton Zoning Bylaw (i. e., Sections 3.4, 3.6 and 3.7), amendment to the zoning map to show inclusion of a town meeting approved map change taken in 1999, changes to Section 4, 6.3, 10.6.4.9, 10.7.2, changes to Section 9.1.4 of Groundwater Protection Overlay District and definitions as deemed necessary and edits to 4.1.5, and review of other scrivener's errors in the Hamilton Zoning Bylaw.

The amendments to the Inclusionary Housing Bylaw are under review by Town Counsel who will also be providing language for inclusion in the Warrant for the ATM.

Best,  
Marnie

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**From:** Patrick Reffett <preffett@hamiltonma.gov>  
**Sent:** Wednesday, October 30, 2024 11:12 AM  
**To:** Marnie Crouch <mcrouch@hamiltonma.gov>; Emil Dahlquist <edahlquist@hamiltonma.gov>  
**Cc:** Mark Connors <mconnors@hamiltonma.gov>  
**Subject:** PB Agenda 11.12.24.DRAFT

Marnie and Emil – pls see draft agenda for 11/12/24. Thx Patrick

## MEMO

To: Brendhan Zubricki  
From: Dave Lash  
Date: August 26, 2024  
Re: Funding assistance for lake study and management plan

Any available town funds can be put to immediate use in the sampling and analysis of lake conditions which are prerequisite to state/federal funding for lake restoration. The Select Board's consideration of this request is greatly appreciated.

### Background

Following the closure of Chebacco Lake for 19 days in 2020 due to a harmful algae bloom, CLWA drilled into the scientific literature: global warming introduces significant new risks to lakes and ponds in New England. In 2023 and 2024, the Association raised approximately \$18,000 from residents and lake supporters, and hired Applied Watershed Sciences LLC to conduct initial lake sampling and analysis, the first such monitoring since the Lycott and Salem State studies in 1985 and 1998.

Based on their data, the consultants caution that the health of the lake has deteriorated measurably:

- Water clarity is now just 4 feet, down from 7 feet in 1985.
- Dissolved oxygen is virtually absent at the bottom of approximately half the lake.
- Excessive nutrients are present in the water.
- The mix of microorganisms is skewed to cyanobacteria.

Based on these findings, eutrophication of the lake is accelerating, and the lake is highly vulnerable to harmful algae blooms, which often originate in low-oxygen "dead zones."

### Sampling in 2024 and 2025

Having established the lake's vulnerability, we need to transition to the more comprehensive phase of testing and analysis required for eligibility for state and federal restoration grants. Tasks included in this next phase include:

- Full-lake aquatic plant survey and mapping
- Continuous data loggers
- Laboratory analysis of in-lake, outlet, and inlet tributary samples
- Dissolved oxygen profiling
- Sediment analysis, including an assessment of phosphorus release from lake bottom sediments
- Laboratory analysis of perimeter groundwater samples and phosphorus migration
- Algae and zooplankton analysis
- Full-season water clarity sampling
- Data organization and community planning
- Assessment of restoration/prevention options
- Development of a management/restoration plan

All together, these tasks are likely to budget out in the \$60,000 - \$90,000 range. A detailed breakdown is being prepared. However, two final points are important:

1. We are following the study/data requirements stipulated in the Commonwealth's grant programs, and thus moving towards eligibility for state/federal restoration funding.
2. In many cases, the tasks can be tackled individually as funds become available.

For these reasons, any funding that the Town can make available at this time, keeps the ball moving!

**REVISED REGULATION FOR THE KEEPING OF ANIMALS  
PERMITS AND STABLE/COOP LICENSES – Rev9 (10Oct2024)**

**TOWN OF HAMILTON BOARD OF HEALTH**

Effective September 1, 2024, the Board of Health of the Town of Hamilton, acting under the authority of the General Laws and Amendments of the Commonwealth of Massachusetts, as authorized by M.G.L., Chapter 111, Sections 31 and 155, hereby rescinds Board of Health Regulation Chapter VIII, MINIMUM STANDARD FOR KEEPING OF ANIMALS and replaces it with the following. The following revised regulation, rules, and standards are deemed by the Board of Health to help ensure the health and welfare of all animals kept in the Town of Hamilton and to provide minimum standards adequate to protect the public health and comfort and the environment in the interests of present and future residents of Hamilton.

**SECTION 1. DEFINITIONS**

Animal: Any animal such as but not limited to bovids, camelids, equines, poultry, bird, reptile, fish, horse, pony, cow, bull, cattle, sheep, goat, and swine but excluding typical household pets (including dogs, cats, birds, fish, reptiles, and amphibians if they are kept as household pets), which are housed primarily inside a residential home.

Bird: Shall mean any warm-blooded vertebrate with feathers and wings, including but not limited to parrots, crows, falcons, game birds, and peacocks.

Board of Health (BOH): The legally designated health authority of the Town of Hamilton, Massachusetts. For the purpose of these regulations, it includes the Board of Health members, their agent, the Hamilton Animal Inspector, Dog Officer, Police Officers, or other person authorized by the Board to act on their behalf.

Bovid (or Bovidae): Any large animal belonging to the biological family of cloven-hoofed, ruminant mammals that includes cattle, yaks, bison, buffalo, antelopes (including goat-antelopes), sheep and goats.

Camelid (or Camelidae): Any large animal belonging to the biological family of even-toed ungulates, including alpacas, llamas, vicuñas, dromedary and bactrian camels.

Coop: Shall mean any enclosure, cage, building, lot, structure or premises or any portion thereof where Poultry or Birds of any species are kept or maintained for any purpose.

Domestic Animal: Any pet or an animal treated such that either by nature or nurture has become dependent upon human intervention for survival.

Dwelling: A structure inhabited by people.

Equine: Any large animal of the equine family, including but not limited to

horses, ponies, miniature horses (minis), mules, and donkeys.

Facility: Any corral, building, dry-lot, enclosure, paddock, coop, run, shed, stable, stall, or structure used for the keeping or restraining of any animal or for storage of food supplies and/or equipment normally associated with the keeping of animals, with the exception of such of those animals that are subject to regulation under the provisions of:

1. M.G.L. Chapter 129 Section 39A pertaining to pet shops; and
2. M.G.L. Chapter 140 Sections 136A through 175 pertaining to dogs.

Farm: Land defined as in agricultural use pursuant to M.G.L. Chapter 61A Section 1.

Feed: A food mixture or preparation used for consumption by Animals kept at a Facility.

Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or from the unusual and rapid accumulation or runoff of surface waters from any source, including extended heavy rain or mudslides, which are precipitated by accumulations of water on or under the ground.

KOA: Keeping of Animals.

Large Animal: Equines, bovines, camelids, and any other such large animal.

License: Written authorization from the Board of Health to construct or maintain a structure for the keeping of animals.

Malodor: A noxious or offensive odor.

Manure: Excrement and used bedding from any Animal as defined herein.

Original: The first time a License or Permit is issued. For example, an application for a new permit for a different Animal as a replacement for a previously permitted one will not be considered original.

Owner: Every person who alone, or jointly, or severally with others:

1. Has legal title to any Facility, or
2. Has care, charge, custody, or control of any Facility as agent, executor, executrix, administrator, trustee, lessee, or guardian of the estate of the holder of legal title. Each such person thus representing the holder of legal title is bound to comply with the provisions of these regulations as if he were Owner.

Paddock / Pasture: A fenced plot of land for turnout, grazing, feeding, and/or exercising Animals.

Permit: Written authorization from the Board of Health to keep Animals.

Person: Shall mean any individual, partnership, corporation, firm, association, or group, including a city, town, county, or other governmental unit, owning or leasing an Animal (or Animals) or property or carrying on activity, which Animals, Property, or activity is subject to these regulations.

Poultry: All domesticated or semi-domesticated fowl, including but not limited to chickens, turkeys, ducks, guinea fowl, geese, pheasants, partridges, doves and pigeons.

Property: The land to which a Person or Owner has legal title or which a Person leases and the boundaries of which can be clearly depicted on a scaled plot plan and on which Animals are to be kept.

Runoff: Any liquid or solid suspended in liquid that flows over the surface of the ground.

Shelter: The minimum housing required for safe and hygienic keeping of animals.

Small animal: Rabbits, birds, poultry, and other similar small Animals.

Stable: A building or structure in which animals are housed and/or fed.

Stall: A compartment in a stable used for the keeping of one or more Animals.

Suitable Land: Land with a natural drainage class defined as excessively drained, somewhat excessively drained, well drained, or moderately well drained. Suitable land shall be land that is not a wetland as defined under M.G.L. Chapter 131, Section 40, 310 CMR 10.00, or the Town of Hamilton By-Law and any applicable regulations and that is not subject to flooding.

Swine: Any hoofed animal of the porcine species.

Unsanitary: The state of being of a facility or land, which, in the opinion of the Board of Health, is conducive to, or results in excess of: (1) breeding of flies; (2) creation of malodors; (3) vermin infestation; (4) liquid effluent; (5) runoff; (6) disease carriers; (7) noise; (8) dust in such concentration and of such duration as to:

- a. be injurious or, on the basis of current information, potentially injurious to human health, or
- b. unreasonably interferes with the comfortable enjoyment of life and property.

The foregoing list of conditions shall be non-exclusive, and the Board of Health reserves the right to determine that Facilities or land is unsanitary on a case-by-case basis.

Vermin: Any of various destructive or disease-spreading insects, rodents or small animals including, but not limited to, flies, mosquitoes, termites, cockroaches, lice, mice, rats, and other similar species.

Wetland: As defined under M.G.L. Chapter 131, Section 40, 310 CMR 10.00, the Wetlands Protection Act, and Town of Hamilton By-Law, Chapter 6, or other local regulations, as amended from time to time.

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## SECTION 2. KEEPING of ANIMALS PERMIT

- 2.1 A Keeping of Animals (“KOA”) Permit issued by the Hamilton Board of Health shall be required for the keeping of Animals as defined herein, on any property in the Town of Hamilton.
- 2.2 A KOA Permit application shall be accompanied by payment of the applicable fee as may be determined by the Board of Health from time-to-time; a certificate of inspection by the Board’s Agent; a plot plan showing all lot lines, fences, dwellings, structures, wells, and septic systems; the location where the animals will be kept; the dimensions of the area where the animals will be kept; the location and size of all stables, coops and other shelters that will be used for the keeping on animals, and; such other information as may be required by the Board.
- 2.3 KOA Permits are valid from September 1 through August 31. A KOA Permit must be renewed annually and is non-transferable. Applications for renewal for the following year must be received by July 1 of the current year. If the application for renewal is complete, it may be administratively approved by the Board’s Agent after inspection. If the Agent, in their sole discretion, decides that the renewal application must be approved by the Board, the hearing requirements in Section 12 shall apply. If an applicant is aggrieved by the Agent’s decision, the Applicant may request a hearing before the Board within seven (7) days of receipt of the Agent’s decision. After conducting a public hearing in accordance with the procedures in Section 12, the Board may affirm, rescind or modify the Agent’s decision, and the Board’s decision shall be final.
- 2.4 In determining whether to grant or renew a KOA Permit, the Board will consider the criteria set forth in this Regulation.
- 2.5 A KOA Permit shall be kept on the premises for which it is issued and shall be produced upon demand of the Hamilton Animal Inspector and any agent or member of the Hamilton Board of Health.
- 2.6 Animals not normally kept (normally kept Animals are those listed in the definitions in Section 1), including but not limited to feral animals, shall not be permitted except by written consent of the Board of Health and other approving authorities.
- 2.7 EXCEPTION - A KOA Permit is not required of a Person solely in the case that a Person has a legal boarding agreement for their animal with another Person or Owner who possesses a currently valid KOA Permit and Stable License.

## SECTION 3. STABLE/COOP LICENSE

### 3.1 Any Person who:

- a) proposes to remodel a building or portion thereof to be used as a Stable or Coop, or
- b) proposes to renovate, alter or enlarge any existing Stable or Coop, or
- c) proposes to construct a new building which is to be used in whole or in part as a Stable or Coop

shall, prior to such remodeling, renovation, alteration, enlargement, or construction, submit plans thereof to the Board of Health for approval. ~~No Stable or Coop Permit will be issued unless the applicant is the holder of a valid KOA Permit.~~ No Person or

Animal shall occupy or use a Stable or Coop unless it has been licensed by the Board of Health.

3.2 Each Stable or Coop shall be located on suitable land as defined herein. ~~The stable or Coop shall be at least 100 (one hundred) feet from any wetland and 100 (one hundred) feet from any well.~~

3.3 The ~~o~~Original License application under this Regulation ~~and any application for renewal of an existing License~~ shall be accompanied by a plot plan of the Property drawn to scale (and including a scale) depicting and locating the following: (a) all Property boundaries; (b) stable(s) and paddock(s); (c) manure storage area; (d) any septic system; (e) private or public wells; (f) surface watercourses; (g) any wetlands on or adjacent to the Property; (h) abutting public roads; (i) any dwellings located on abutting properties. The application plot plan must clearly show and delineate the distances of all of the above components from one another and from all abutting Property lines and abutting streets and public ways.

3.4 Application for a Stable or Coop License shall be made to the Board and/or its Agent on a form provided by the Board. ~~The application for a Stable or Coop License can be combined with an application KOA Permit.~~

3.5 A Stable License or Coop License shall be issued by the Board of Health only after an inspection of the facility by the Board and/or its Agent and payment of the applicable fee. An application submitted separately from the KOA Permit application shall be considered in accordance with the procedure set forth in Section 12 of this Regulation.

3.6 Stable or Coop Licenses are valid from ~~September~~January 1 through ~~August~~December 31. Stable and Coop Licenses must be renewed annually in accordance with the procedures set forth in Section 2.3 of this Regulation, and are non-transferable. Applications for renewal for the following year must be received by ~~July~~October 1 of the current year and must be submitted at the same time as the application for renewal of the KOA permit. Renewal applications shall be processed in accordance with Section 2.3 of this Regulation.

~~3.7 The KOA Permit fee shall also serve as the Stable License or Coop fee, unless the application is to add or modify a stable or Coop on premises with an existing KOA Permit, in which case a separate application fee will be assessed.~~

#### **SECTION 4. FACILITIES and MAINTENANCE REQUIRED for a KEEPING of ANIMALS PERMIT and/or a STABLE/COOP LICENSE**

4.1 A Person or Owner holding a Keeping of Animals Permit or a Stable/Coop License shall:

1. Take all reasonable precautions to, among promoting other public health and safety standards, (a) prevent the spread of infectious or contagious diseases; (b) prevent the infestation of the animals and the premises with external parasites or vermin and (c) prevent the transmission offsite of malodors.
2. Maintain all manure and other animal waste byproducts in such a way that they do not become a nuisance to abutters or the public. No manure storage area shall be located within:

- a. 100 (one hundred) feet of wetlands or watercourse as defined by M.G.L. Chapter 131, Section 40.
  - b. 100 (one hundred) feet of a lot line or public way without special Board of Health permission.
  - c. 100 (one hundred) feet of private wells for potable water.
  - d. 400 (four hundred) feet of public or semi-public water supply wells per MassDEP regulation.
3. Choose stockpile locations to maximize the distance from, and minimize the impacts on, abutting properties and watercourses and with due consideration of slopes and prevailing winds.
  4. Not willfully or through negligence, cause, suffer, allow, or permit drainage or liquid effluent containing urine and/or fecal matter from a horse or horses, or other animals, to be discharged in runoff, or to flow on or through the surface of the ground onto a neighboring property, a public way, wetland or watercourse or create any unsanitary condition, which in the opinion of the Board of Health is conducive to, or results or may result in excess of breeding of flies, creation of malodors, vermin infestation, liquid effluent, runoff, disease carriers, noise, dust in such concentration and of such duration as to be a nuisance or potentially injurious, or unreasonable interfere with the comfortable enjoyment of life and property. If a violation of any of these standards occurs, the Board may take enforcement action as set forth in Section 17 of this Regulation. .
  5. Keep all stalls and bedding clean, dry, and free from accumulated manure, and have ample bedding and be treated as necessary to control odor and prevent the attraction and breeding of flies.
  6. Store grain in moisture-proof, rodent-proof containers.
  7. Handle and treat manure and soiled bedding as necessary to prevent excess odors and the attraction and/or breeding of flies and/or vermin.
  8. If required by the Board or its agent, treat manure with lime or other odor reducing agents to minimize odors, and/or be treated for insect control.
  9. Provide an adequate, dry shelter for the Animals maintained on the premises.
  10. Ensure that box stalls, if utilized, are large enough to enable any equine or camelid or bovine to stand up and lie down.
  11. Provide Shelter in outdoor holding and grazing areas if any large animal is kept outdoors for more than eight hours and no natural shelter exists.
  12. Locate no paddock, pen or animal exercise area over the leaching facility of a subsurface sewage disposal system without permission of the Board of Health.

#### **SECTION 5. KEEPING of LARGE ANIMALS (Equines, Bovines, Camelids)**

5.1 Property area requirements for the keeping of Large Animals shall be a minimum of one acre or 43,560 square feet. One large animal shall be allowed on the first acre of suitable land. An additional one-half acre (21,780 square feet) of suitable land shall be required for each additional large animal, provided that the granting of such permit will not adversely affect the public health, safety and welfare. More than three large animals may be permitted to be kept on lots containing more than two acres, provided that lot location and dimensions are determined by the Board of Health, in its sole judgment, to provide sufficient space for the safe keeping of said Animals, and

provided that the granting of such permit will not adversely affect the public health, safety, and welfare.

5.2 Under no circumstances shall a Large Animal be allowed to roam free off the Owner's premises; nor may it be left tethered, unless attended by a responsible person.

5.3 Fencing so as to adequately contain the Animals and for the protection of persons and contiguous property shall be constructed of sturdy material visible to the Animals, such as post and board or split rail or appropriate wire; barbed wire or similar wire shall not be used.

~~5.4 No Large Animal shall be kept in the Town of Hamilton without having available for inspection upon demand of the Hamilton Animal Inspector and any agent or member of the Hamilton Board of Health:~~

- ~~a) A certificate of vaccination against rabies within the past 12 months unless a licensed vaccine for that species is unavailable or the animal's attending veterinarian recommends against it.~~
- ~~b) For equines, a negative test result for Equine Infectious Anemia which meets the requirements of 330 CMR 16.05(1)(d) and was conducted within the previous 12 months.~~
- ~~c) For any Large Animal brought into Massachusetts from another state within the past 12 months, a Valid Equine/Bovine/Camelid Certificate of Veterinary Inspection issued by a licensed veterinarian or authorized state official of the previous home state of the animal.~~
- ~~d) Any other necessary immunization certificates as required by the Division of Animal Health, Department Agricultural Resources, Commonwealth of Massachusetts.~~

~~5.5. In addition to the foregoing, any Person or Owner of a Large Animal shall maintain for that animal all of the vaccinations recommended by their veterinarian. Similarly, Owners of Stables shall establish health entry prerequisites, including, but not limited to, vaccinal history. Horses shall be appropriately vaccinated prior to entering or leaving such a Facility in order to produce an adequate immune response before the anticipated exposure.~~

## **SECTION 6. KEEPING of POULTRY and BIRDS**

6.1 The KOA Permit for Poultry or Birds shall distinguish between Poultry or Birds permanently cooped and Poultry or Birds allowed free flight. Every effort and precaution shall be taken to minimize Poultry or Birds flying or roosting on, above, within, or proximate to abutting properties. It shall be adequate cause for revoking a KOA Permit if the flying of Poultry or Birds interferes with the comfortable enjoyment of surrounding properties.

6.2 No rooster shall be kept unless the Permit so specifies. It shall be adequate cause for denying or revoking a Permit to keep a rooster if one or more abutters complain of its presence by reason of noise.

#### **SECTION 7. KEEPING of SWINE**

7.1 Swine may be kept in accordance with the regulations set by the Commonwealth of Massachusetts in 330 CMR 11 and 330 CMR 35.

#### **SECTION 8. KEEPING of BEES**

8.1 Hives shall be kept a minimum of (100) one hundred feet from any abutting dwelling or dwelling unit, and a minimum of (50) fifty feet from any of any property line or public way.

#### **SECTION 9. NUMBER of ANIMALS per PROPERTY and FACILITY SETBACKS**

9.1. No person shall keep more than 1 equine, 1 bovine (except goats and sheep), 1 camelid, 2 goats, 2 sheep, 2 swine, 5 geese, 5 ducks, 10 rabbits, 10 poultry, or 10 birds on a Property unless that Property is at least one (1) acre in size.

9.2. Any Facility for the keeping of Large Animals shall be a distance of at least:

- (a) 50 feet from any abutting property line.
- (b) 100 feet from any wetland or watercourse.
- (c) 100 feet from any abutting property dwelling.
- (d) 100 feet from any well used as a supply of drinking water.
- (e) 10 feet from any part of any individual sewage disposal area.
- (f) 50 feet from any public way.

9.3 Any Facility for the keeping of Poultry and Birds shall be a distance of at least:

- (a) ~~50~~ feet from any abutting property line
- (b) 50 feet from any abutting property dwelling
- (c) 100 feet from any well used as a supply of drinking water.
- (d) 10 feet from any part of any individual sewage disposal area.

#### **SECTION 10. KEEPING OF ANIMALS IN THE SCHOOL SYSTEM**

10.1 These Regulations in their entirety shall apply to Animals kept in schools.

#### **SECTION 11. EXISTING PERMITS and LICENSES**

All Permits and Licenses issued for the keeping of animals prior to the adoption of these Regulations shall be valid until ~~August~~ December 31 of the current year, and may be renewed subject to the Regulations in effect prior to the adoption of these ~~revised~~ new regulations provided that the persons, conditions, and agreements contained in the original Permits ~~and Licenses~~ have not changed, and that no unsanitary conditions exist

that would endanger the health or welfare of an Animal or be injurious to the public health, or constitute a public nuisance. ~~—~~In the event of any change in circumstance occurring after issuance of the original Permit or License or the presence of unsanitary or nuisance conditions, the renewal of those existing Permits and Licenses shall be subject to this Regulations. Notwithstanding the foregoing, any Licenses or Permits issued prior to the effective date of this Regulation ~~sh~~all be subject to all requirements necessary to ensure that the Facility is maintained in a clean and sanitary manner and does not create a public nuisance, and they shall be subject to the renewal requirements set forth herein.

## SECTION 12. NEW PERMITS and LICENSES

Individuals seeking a new Permit or License shall comply with all provisions of ~~th~~ese Regulations.

Upon receipt of a completed application for a new Permit or License or renewal with change in circumstance, which shall include payment of all applicable fees, the Board of Health will convene a public hearing. However, if the Board's agent determines that the requested change will not materially change the circumstances on which the Permit/License is based, the agent may administratively approve the modification without a hearing. Notice of the public hearing shall published in a newspaper with general circulation in the Town of Hamilton and shall be provided to all abutters by certified mail at the applicant's expense. The applicant shall provide at least fourteen (14) days' notice of the date, time, and location of the hearing in the newspaper and to all abutters and abutters to abutters within 300 feet. The applicant shall submit a list of abutters, certified by the Board of Assessors with the application and it shall submit signed return receipt cards at the hearing showing that all abutters have been duly notified. The applicant must demonstrate that the issuance of a Permit or License will not be detrimental in any way to public health, safety, or welfare, will not result in a nuisance and that all applicable requirements of this Regulation and other applicable laws have been satisfied. The Board may impose conditions, safeguards, and other limitations on a Permit consistent with the public health, safety, and welfare.

Once a Permit or License is issued, the ~~permit~~ holder shall not increase the number of animals, change the species of animals, change the location for the keeping of animals on the property or otherwise modify the Facility prior to the end of the permit year without the approval of the Board of its agent. The permit/license holder must apply for and obtain a Permit or License modification prior to implementing any changes. ~~If the Board's agent determines that the requested change will not materially change the circumstances on which the Permit is based, the agent may administratively approve the modification without a hearing. Otherwise, the application will require a public hearing subject to the hearing procedures set forth above.~~

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## SECTION 13. AMENDMENTS

13.1 An application to amend a KOA Permit, a Stable License or Coop License shall be submitted 30 (thirty) days prior to any change in circumstance from the original approved Permit, including but not limited to an increase in the number or species of animals to be kept on the property, the location of the stable, paddock(s), Coop or manure storage area(s); or if the areas of the original stable, paddock(s), Coop or manure storage area(s) are increased; or if any new stable, paddock(s), Coop or manure storage area(s) are built or established; or if ownership of the stable or Coop changes. The application for amendment shall be subject to inspection by the Board's Agent and payment of the applicable fee.

An application to amend an existing Permit or License shall be processed in accordance with Section 2.3 of this Regulation.

## SECTION 14. VARIANCES

14.1. A variance to any section of the ~~is~~ Regulation may be requested in writing to the Board. When such a request is received, a hearing shall be scheduled in accordance with Section 12 relative to applications for new Permits/~~Licenses, except as defined in~~ Section 14.4 below.:-

14.2 Variances shall be granted only under the following conditions:

- a. Strict enforcement of the Regulation will constitute a manifest injustice, and
- b. The granting of the variance shall not in any way impair the welfare of an animal or the public health and safety or the environment.

14.3. The Board may impose any conditions, safeguards, and other limitations on a variance when it deems it appropriate to protect the public health and safety or the environment or the welfare of an animal.

14.4 An Agent of the Board, e.g., the Town Animal Inspector, has the full authority of the Board to administratively review and approve minor variances without Board review or approval and without a public hearing. A "minor" variance shall be one that falls within the following limits:

A. A request for a variance from any linear dimension (i.e., in feet) requirement or limit that is within plus/minus 25 percent (25%) of the stipulated linear dimension requirement, unless that dimension is explicitly specified by Massachusetts law or regulation.

B. A request for a variance from any area (i.e., in square feet or acres) requirement or limit that is within plus/minus 25 percent (25%) of the stated area requirement, unless that area is explicitly specified by Massachusetts law or regulation.

C. A request for a variance from any non-dimensional numerical requirement or limit that is within one (1) of the stipulated non-dimensional numerical requirement, e.g., no more than one (1) animal per unit.

D. A If the Board's agent determines that the request for aed variance that the Board's agent determines will not materially change, such as above, the circumstances on which the Permit/License is based, the agent may administratively approve the modification without a hearing.

## SECTION 15. APPEAL

15.1 Any person aggrieved by a decision of the Board of Health may seek relief as provided by the laws of this Commonwealth.

## SECTION 16. PENALTIES AND ENFORCEMENT

### A. SUSPENSION OR REVOCATION

1. A Permit or License granted under these Regulations may be suspended or revoked for cause, by the Board of Health, provided that a hearing has been held by the Board after seven (7) days' notice of the suspension or revocation, except in the case of emergency as set out below. Notice shall be given by first class mail sent to the address shown on the most recent application. For purposes of this section, cause for suspension or revocation of a Permit or License shall mean any violation of these Regulations, nuisance or unsanitary conditions caused by the keeping of animals, violations of any statutes or regulations relating to the keeping of animals, or any condition which constitutes a threat to public health and the health or safety of the animals.

2. Whenever the Board of Health Agent has determined that an emergency exists, the Agent may summarily suspend or revoke any Permit or License, without prior notice or hearing, and issue an order stating the existence of the emergency and ordering that the Permit or License be immediately revoked or suspended, as specified therein. In the case of a summary suspension or revocation, the permit holder may request a hearing before the Board of Health, in writing, within seven (7) days after the service of the order and a hearing shall be granted as soon as practicable, provided however, that such a request for hearing shall not stay or in any way modify the terms of the emergency order. At such hearing, the Board may affirm, modify or revoke the Agent's order. The Agent's order will be deemed final if no timely appeal is taken.

3. Cause for Emergency: The following shall be grounds for emergency suspension or revocation of a Permit, License or a variance to keep animals: unsanitary conditions, which in the opinion of the Board of Health or its agent, are creating a hazard to public health, safety or welfare, or that are threatening the health, safety and welfare of the animals, that is so immediate that no delay in revocation or suspension of the permit can be permitted.

4. The person(s) who have had a Permit or License suspended or revoked shall be ordered to remove all animals from the property within 30 days of said suspension or revocation or within a time frame determined by the Board of Health.

**B. OTHER ENFORCEMENT AND PENALTIES**

1. The Board or its Agent(s) shall investigate violations of these Regulations and other applicable laws concerning the keeping of animals and may take such action that the Board deems necessary for the protection of the public health, the animals and the enforcement of these Regulations.

2. If an investigation reveals violation(s) of these Regulations that in the judgment of the Board or its Agent do not call for revocation or suspension of the Permit or License, the permit holder shall be ordered to correct the violations within fourteen (14) days or such other time period as is deemed necessary. Any permit holder issued an order to correct by may request a hearing in accordance with Section 17(A)(2).

3. Whoever violates any provision of this Regulation and/or any condition in a Permit, License or order issued by the Board or its Agent may be penalized by a noncriminal disposition process as provided in G.L. c.40, §21D and the Town’s non-criminal disposition by-law. If noncriminal disposition is elected, then the non-criminal fine for each such violation, if not otherwise specified, shall be:

- First Offense: Written Warning
- Second Offense: [up to \\$100](#)
- Third: [up to \\$200](#)
- Fourth and subsequent offense: [up to \\$300](#)

Each day or portion thereof shall constitute a separate offense. If more than one, each condition violated shall constitute a separate offense.

4. Whoever violates any provision of this Regulation and/or any condition in a Permit, License or order issued by the Board of Health or its Agent may be penalized by indictment or on complaint brought in the District Court. Except as may be otherwise provided by law and as the District Court may impose, the penalty for each violation or offense shall be as set forth in Massachusetts General Laws, Chapter 111, Section 31. Each day or portion thereof shall constitute a separate offense. If more than one, each condition violated shall constitute a separate offense.

5. The Town may enforce this Regulation or enjoin violations thereof through any lawful process, and the election of one remedy shall not preclude enforcement through any other lawful means.

**SECTION 17. SEVERABILITY**

If any portion of these Regulations or any sentence, clause or phrase thereof shall be held invalid for any reason, the remainder of the Regulations shall continue in full force.

**SECTION 18. ADOPTION and EFFECT**

These Regulations were adopted by vote of the Board of Health, Town of Hamilton, amended as listed below, and became effective on September 1, 2024 and are available in the office of the Town Clerk and Board of Health.

**SIGNATURES and DATES**

**Chair:**

**Members:**

Adopted at August 13, 2024 Board meeting

Public notice filed and published prior to September 1, 2024 in the Ipswich Local News.

Amended at September 10, 2024 Board meeting

Amended at October 8, 2024 Board meeting

DRAFT



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Hamilton  
City/Town

00003-CL-2486  
ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Outdoor Only Alteration of Premises
- Other:
- Change of DBA

APPLICANT INFORMATION

Name of Licensee  DBA

Street Address  Zip Code

Manager  Granted under Special Legislation? Yes  No

If Yes, Chapter   
(i.e. restaurant, package store) (Annual or Seasonal) (i.e. Wines and Malts / All Alcohol) of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date:  Time:

Advertised: Yes  No  Date Published:  Publication:

Abutters Notified: Yes  No  Date of Notice:

Date APPROVED by LLA  Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:  
Seller License Number:  Seller Name:

The Local Licensing Authorities By:

Hamilton Select Board  
Caroline Beaulieu  
William Wilson  
Thomas Myer S  
William Olson

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

Rosemary Kennedy



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**AMENDMENT-Change of Manager**  **Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Myopia Hunt Club	Hamilton, MA	00003-CL-0486

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Sean Green	Club Manager	sgreen@myopiahc.org	978-468-4433

**3A. MANAGER INFORMATION**

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name: Sean Green Date of Birth: [REDACTED] SSN: [REDACTED]

Residential Address: 4 Lexington Ave, Gloucester, MA, 01930 Apartment: 4

Email: Sgreen@myopiahc.org Phone: 978-290-1311

Please indicate how many hours per week you intend to be on the licensed premises: 50+ Last-Approved License Manager: Steven Kohr

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?  Yes  No \*Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?  Yes  No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
03/01/21	03/01/24	Assistant Club Manager	Myopia Hunt Club	NICHOLAS CUTLER
03/01/24	Current	Club Manager	Myopia Hunt Club	NICHOLAS CUTLER

**3D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: Date: 10/16/2024

**APPLICANT'S STATEMENT**

I, NICHOLAS B. CUTLER the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of Myopia Hunt Club  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Nicholas B. Cutler

Date: 10/15/24

Title: CLUB PRESIDENT

**ENTITY VOTE**

The Board of Directors or LLC Managers of

MYOPIA HUNT CLUB  
Entity Name

duly voted to apply to the Licensing Authority of

Hamilton, MA  
City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/16/24  
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

\_\_\_\_\_

"VOTED: To authorize

Sean Green

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Sean Green

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Nicholas B. Cutler  
Corporate Officer / LLC Manager Signature

Nicholas B. Cutler  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change of Manager**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input checked="" type="checkbox"/> Change of Manager                  | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <input type="text"/>                       | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358

## Chris Estrop

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**From:** customerservice@nCourt.com  
**Sent:** Monday, October 21, 2024 4:38 PM  
**To:** Chris Estrop  
**Subject:** Receipt from nCourt

You don't often get email from customerservice@ncourt.com. [Learn why this is important](#)

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

### Paid To

**Name:** Massachusetts Alcoholic Beverages Control Commission - Retail  
**Address 1:** 95 Fourth Street, Suite 3  
**City:** Chelsea  
**State:** Massachusetts  
**Zip:** 02150

### Payment On Behalf Of

**First Name:** Sean **Last Name:** Green  
**Address 1:** 435 Bay Road  
**City:** South Hamillon **State/Territory:** MA **Zip:** 01982  
**Phone:** (978) 468-4433

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Myopia Hunt Club	\$200.00

**Receipt Date:** 10/21/2024 4:37:55 PM EDT  
**Invoice Number:** a7077db6-15c2-4b5c-95c2-d1be5b703871

**Convenience Fee:** \$5.18  
**Total Amount Paid:** \$205.18

Billing Information	Credit / Debit Card Information
<b>First Name</b> Christopher <b>Last Name</b> Estrop <b>Address 1</b> 435 Bay Road <b>City</b> South Hamilton <b>State/Territory</b> MA <b>Zip</b> 01982 <b>Phone Number</b> (978) 312-4214 <b>Email</b> cestrop@myopiahc.org	<b>Card Type</b> American Express <b>Card Number</b> *****5009

Att: Select Board

The following response was received by the Town Manager's Office on 10/27/24 following the Oct. 21<sup>st</sup> Select Board request for more information on the Hamilton Cemetery burial plot request from the Cook family for Ed and Eleanor Cook.

– C. Farrell, Town Manager's Office

10/27/24

Dear Hamilton Select Board,

I am the wife of Paul Bliss, and I am a former, 20-year resident of Hamilton. I will help answer the questions you posed, following the October 21st meeting. My father and mother, Ed Cook and Eleanor Cook, respectively, were residents of Hamilton for 30 years between 1961 and 1991, first residing at 62 Cunningham Drive, and then as the original owners of 12 Patton Drive, a home my father lovingly designed with his knowledge of solar energy, thermal windows, and sun exposure and a bedroom for each child. At 12 Patton Drive, my parents raised 7 children who all attended Hamilton public schools, played varsity sports for Hamilton-Wenham Regional High School, and were inducted into the HWRHS National Honor Society. While living in Hamilton, my father discovered his passion for growing fruit trees and honed his skills at farming with the 50 trees he planted in our yard. A year after I graduated from high school, my parents purchased a property in Amesbury, MA and founded Cider Hill Farm. They continued to live in Hamilton another 13 years while they grew the orchard and built the business at Cider Hill Farm. Both my mom and dad would have loved to remain residents of Hamilton, but the travel between Hamilton and Amesbury and the economic drain of owning two properties forced them to sell 12 Patton Drive in 1991, and move into the farmhouse at Cider Hill Farm. It is the fervent wish of my dad to be buried with my mom in Hamilton, the place where they spent the happiest years of their lives raising a family. I hope the Hamilton Select Board will decide favorably regarding the request for the purchase of burial plots for Ed and Eleanor Cook.

Now to answer your questions:

- How many plots are you requesting? Our request is for **two side by side burial plots**. Truly, we would like to know what number of plots will make our request more likely to be approved. We could increase the number or decrease to one, if that would gain approval.
- **When did you move out of Hamilton? 1991**
- **Do you have current connections still to the town?** (Ex. Do any of your children still live here?) As the daughter of Ed and Eleanor Cook, I am the closest connection to the town. Last year, my husband and I moved from Maryland to Massachusetts. We searched 5 months for a house in Hamilton during a period of time there were very few listings. Ultimately, my husband and I purchased a house listed by John Farrell that was as close as we could get to Hamilton. **We live off Walnut Street on Dodges Row in Wenham. Our taxes paid to Wenham contribute to many of the joint services of Hamilton and Wenham**, including the regional middle and high schools and the library. I am a special educator at Landmark School in Beverly, MA, a school that has served Hamilton students with language-based disabilities for more than 40 years. A few weeks ago, my brother, **Glenn Cook, hosted the 50th reunion of his Hamilton Wenham Regional High School** graduating class at Cider Hill Farm, of which he is the owner.
- **Do you have any family buried there?** No. My grandparents are buried in Chicopee and in Pittsburgh. All of my siblings are living.

Please let me know if you have additional questions. My father is 94-years-old. Although in fair health, we would all like to know that we have a resting place for both parents when the time comes.

Thank you for your consideration.

-Chris and Paul Bliss, on behalf of Ed Cook

# Energy Management Services Agreement

## PREAMBLE

This Energy Management Services Agreement (hereinafter "*Agreement*") is made and entered into as of                      ("*Effective Date*") by and between ENERGY SYSTEMS GROUP, LLC (hereinafter "*Contractor*"), an Indiana based limited liability company having its principal offices at 9877 Eastgate Court, Newburgh, Indiana 47630, and TOWN OF HAMILTON (hereinafter the "*Owner*"), having its principal offices at 577 Bay Road, Hamilton, Massachusetts 01935 (address), for the purpose of furnishing, designing and installing energy conservation measures and equipment and furnishing related services as specified and described in more detail in this Agreement ("*Work*").

## SECTION 1: DEFINITIONS

Key terms used within this Agreement are defined as follows:

Adjusted Energy Baseline. An energy baseline adjusted to compensate for factors that would have changed energy consumption in the absence of any energy conservation measures, such as increases or decreases in conditioned or illuminated space, changes in occupancy or building use, facility renovation, or extremes in weather.

Agreement Price. The Guaranteed Maximum Cost.

Business Day. A business day shall mean Monday through Friday, exclusive of state and federal legal holidays.

Change Order. An amendment to the Agreement signed by Owner and Contractor making changes to the Work, the time to complete the Work, the Energy Savings and/or the Agreement Price.

Commissioning. The process for achieving, verifying, and documenting the performance of the energy and water conservation measures to meet the operational capabilities of the project as designed including documentation of checklists, systematic functional testing of equipment and systems, oversight of training for operations and maintenance staff, and follow-up on any warranty issues.

Contract Documents. This Agreement including all attachments thereto and all documents specified in the Agreement as being incorporated by reference.

DCAM. The Division of Capital Asset Management and Maintenance, established by M.G.L. c. 7, § 4A.

DOER. The Department of Energy Resources, established by M.G.L. c. 25A, §1.

EMS Annual Report. A report by the Local Governmental Body summarizing the energy or water unit and dollar cost savings.

Energy Audit. A systematic inspection, verification, and determination of the energy consumption characteristics of a building or facility which:

- (a) identifies the type, size, and rate of energy consumption of such building or facility and the major energy using systems of such building or facility;
- (b) determines appropriate energy conservation maintenance and operating procedures; and
- (c) indicates the need, if any, for the acquisition and installation of Energy Conservation Measures or On-site Energy Generation.

## Energy Management Services Agreement

Energy Conservation. A modification of, or change in, the operation of real or personal property in a manner likely to improve the efficiency of energy use, and shall include Energy Conservation Measures and any Energy Audits to identify and specify energy and cost savings.

Energy Conservation Measures (or ECMs). Measures involving modifications of maintenance and operating procedures of a building or facility and installations therein, which are designed to reduce energy consumption in such building or facility, or the installation or modification of an installation in a building or facility, which is primarily intended to reduce energy consumption.

Energy Conservation Projects. Projects to promote Energy Conservation, including but not limited to energy conserving modification to windows and doors; caulking and weather stripping; insulation, automatic energy control systems; hot water systems; equipment required to operate variable steam, hydraulic and ventilating systems; plant and distribution system modifications, including replacement of burners, furnaces or boilers; devices for modifying fuel openings; electrical or mechanical furnace ignition systems; utility plant system conversions; replacement or modification of lighting fixtures; energy recovery systems; on-site electrical generation equipment using new renewable generating sources as defined in section 11F; and cogeneration systems.

Energy Management Services (EMS). A program of services, including Energy Audits, Energy Conservation Measures, Energy Conservation Projects or a combination thereof, and building maintenance and financing services, primarily intended to reduce the cost of energy and water in operating buildings, which may be paid for, in whole or in part, by cost savings attributable to a reduction in energy and water consumption that result from such services. The EMS contract may extend for a term not to exceed twenty years. The allowable length of the contract may also reflect the useful life of the cost savings measures.

Energy Savings. A measured reduction in fuel and its costs, energy and its costs, water and its costs, or operating or maintenance costs resulting from the implementation of Energy Conservation Measures or Projects; provided, however, that any payback analysis to evaluate the energy savings of a geothermal energy system to provide heating, cooling or water heating over its expected lifespan shall include gas and electric consumption savings, maintenance savings and shall use an average escalation rate based on the most recent information for gas and electric rates compiled by the Energy Information Administration of the United States Department of Energy.

Established Baseline. A written description of previous fuel, energy, and water consumption data and operating and maintenance costs for the past three years, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed. The description shall be included in the Request for Proposals.

Escalation Rate. The escalation rate is the rate of increase in price that is based on the most recent information for gas and electric rates compiled by the Energy Information Administration of the United States Department of Energy (see Energy Savings).

Estimated Energy Cost Savings. The Contractor-estimated energy cost savings in dollars per year for each ECM, and equal the estimated energy savings multiplied by the established energy prices in appropriate units. For ECMs with multiple energy type impacts, energy cost savings equals the sum of the products of the energy savings by energy type and established energy prices.

Excess Savings. Actual savings realized that are over and above guaranteed savings.

FEMP. The Federal Energy Management Program.

## Energy Management Services Agreement

Final Acceptance or Final Completion. Final acceptance by the Owner that the Contractor has fulfilled all of its obligations under the Contract including construction, installation, inspection, testing, measuring initial performance and commissioning, and that all punch list items are reconciled and subcontractors, laborers, and suppliers are paid in full, and all ECMs are operational and functioning as designed.

Final Acceptance Date or Final Completion Date. The date Owner executed the Certificate of Final Acceptance (see Exhibit 3).

Guarantee of Generation. The written guarantee of a Contractor warranting the particular electrical energy generation to be derived from the On-site Electrical Generation unit. Such written guarantee shall:

- (a) include a detailed description of the equipment to be installed; and
- (b) state the annual amount of electrical energy to be generated in kilowatt hours per year.

Guarantee of Savings. The written guarantee of a Contractor, warranting the energy savings to be derived from a particular Energy Conservation Measure, Energy Conservation Project, Energy Management Services, or Energy Savings. Such written guarantee shall include a detailed description of the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in the contract. The guarantee shall state the annual savings expressed in applicable energy units or (if water savings) in gallons per year and be based on dollars saved by reference to established unit rates.

Guaranteed Energy Savings Contract. A contract for the evaluation, recommendation or implementation of one or more energy management services in which payments are based, in whole or in part, on any energy savings attributable to the contract.<sup>1</sup>

Guaranteed Maximum Cost (also referred to as "Agreement Price"). The firm fixed price for the Energy Management Services not to be exceeded by Contractor, which includes:

- (a) the cost of each energy conservation measure, after installation, startup, and testing; and
- (b) the total payments made by a Local Governmental Body to a contractor, including but not limited to, the total capital investment and the contractor's costs. Utility sponsored rebates, tax credits or other incentives, any direct governmental subsidies, interest payments, and energy and water cost savings shall not be deducted from the Guaranteed Maximum Cost.

Guaranteed Savings Year. The 365 day period beginning on the first day of the month immediately following the Final Acceptance Date and each consecutive 365 day period thereafter during the contract period.

Guidelines. A set of clarifications, interpretations, and procedures, including forms and model documents, developed and issued by DOER to assist it in determining compliance with 225 CMR 10.00. Each Guideline shall be effective on its date of issuance or on such date as is specified therein, except as otherwise provided in 225 CMR 10.00 and 225 CMR 19.00.

Implementation Period. The implementation period is the period between the date the Agreement is executed to the Final Completion Date .

Investment Grade Audit (IGA). An Energy Audit that includes a detailed evaluation of the Energy Conservation Project cost, including but not limited to the investment opportunities for Energy Conservation Measures, operations and maintenance. The IGA shall provide a return on investment that represents an optimized bundle of short-term payback Energy Conservation Measures combined with long-term payback Energy Conservation Measures to meet Local Governmental Body Energy Savings and financial goals.

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<sup>1</sup> Same as Energy Management Services Agreement or Contract

## Energy Management Services Agreement

Measurement and Verification (M&V). The process of measuring and verifying the performance of the project to assure that guaranteed energy, water and related cost savings are being realized.

Notice to Proceed. Letter from an Owner to a Contractor stating the date the Contractor may begin the Work subject to the conditions of the agreement.

On-site Energy Generation. The generation of Renewable Energy or the cogeneration of electricity and heating or cooling of a generation unit located on or adjacent to a building or structure owned by a Local Governmental Body that utilizes some or all of the energy so generated either directly or indirectly through net metering, as defined in M.G.L. c 164, §138.

Payment Bond. A surety bond that provides assurance that specified subcontractors, laborers and suppliers associated with the project will be paid in the event of default by the contractor.

Performance Bond. A surety bond that provides protection from financial loss to the Owner should the contractor fail to perform according to the terms and conditions of the contract (not to be confused with “guaranteed performance”).

Punch List. A list of minor items of Work remaining after Substantial Completion of the Work, the completion of which Work items is necessary for Contractor to achieve Final Completion.

Renewable Energy. The electrical energy output of an RPS Class I Renewable Generation Unit, Solar Carve-Out Renewable Generation Unit, or Solar Carve-Out II Renewable Generation Unit as defined under 225 CMR 14.00: *Renewable Energy Portfolio Standards – Class I.*

Request for Proposals (RFP). A written document issued by a Local Governmental Body that invites potential Responsive Offerors to submit proposals outlining their qualifications to perform the Energy Management Services for the Local Governmental Body, a cost proposal, and other information required by 225 CMR 10.03(1) and (2) and the Local Governmental Body.

Request for Qualifications (RFQ). A written document issued by a Local Governmental Body that invites qualified providers to submit responses outlining their qualifications, the desire to perform the EMS for the Local Governmental Body, and other information required by 225 CMR 19.00 and the Local Governmental Body.

Schedule of Contract Values or Schedule of Values. The schedule included in Attachment F, Payment Application and Certification, to be agreed upon by Contractor and Owner, and which allocates the Agreement Price to various components of the Work and used to determine payments due Contractor based on percentage completion of the Work, and which is to be attached to each Payment Application and Certification submitted to Owner by Contractor.

Substantial Completion Date. The date on which the Work is substantially completed such that Owner may use the Work for its intended purposes and only minor items of work remain to be completed, as set forth in Section 2.

Shortfall. The deficiency in energy cost savings that the Contractor guaranteed versus the actual savings in any one Guaranteed Savings Year.

Work. All design, construction and related services required by the Contract Documents, including all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor’s obligations, as described in the Contract Documents, including Attachment A attached to this Agreement.

# Energy Management Services Agreement

## SECTION 2: PRICE AND TERMS

### 2.1 Agreement Price

As payment for the Work, Owner shall pay Contractor a Guaranteed Maximum Cost of \$1,377,371.00. To the extent that materials and supplies are used or incorporated in the performance of Agreement, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. Contractor shall be responsible for paying all other taxes and tariffs of any sort related to the Work. The Guaranteed Maximum Cost does not include the price for the Support Services (Measurement & Verification Services) detailed in Attachment C to be paid over the term of the guarantee.

### 2.02 Payment Terms

- 1) Progress and Final Payments: A Payment Schedule is attached hereto in **Attachment E: Payment Schedule**, and the **Payment Application, and Certification** set forth in Attachment F. The Contractor will invoice on a progress basis all Work using the Application and Certification for Payment form.

All Payment Applications will be based on the Schedule of Contract Values set forth in Attachment F, which will allocate the entire Agreement Price among the various portions of the Work on a per ECM basis and be supported by sufficient data to substantiate its accuracy. Stored materials and pre-purchased equipment must be accompanied by written pre-authorization from the Owner. The Owner will make progress payments to the Contractor within 30 days of all undisputed amounts due upon receipt of such properly executed Payment Application.

- 2) Payment Application: Progress payments will be calculated using the Payment Application and Certification form in Attachment F as follows:

- 1) Current Earnings Based on Work Completed

Determine the per ECM Installation Service charge for the current billing period as the percentage of work completed of the total ECM project cost allocated to that portion of the Work in the Schedule of Contract Values, less Retainage of five percent (5%), which shall be held as additional security for the faithful performance of all the work required under this Agreement. The Owner will pay retainage within thirty (30) days after Final Acceptance, subject to any claims of Owner;

Add that portion of the ECM project cost for pre-approved materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, less Retainage of five percent (5%);

Deduct any disputed amounts and any other adjustments to determine revised contract value to determine payment for current Payment Application.

- 2) Contract Payment Status

Complete information in Application Summary bringing forward aggregate of data from Current Earnings. The Owner will review, approve, or reject Payment Application within ten business days.

- 3) Substantial Completion

Upon Substantial Completion of the Work, the Contractor will provide a Certificate of Substantial Completion in the form of Exhibit 3 for each ECM. Within ten (10) business days of receipt, the Owner will sign and return the Certificate indicating either Owner's acceptance or rejection of

## Energy Management Services Agreement

Contractor's assertion that it has achieved Substantial Completion.

The Contractor will submit a Payment Application and Certification, adding a sum sufficient to increase the balance to 95% of the ECM project cost, less any amounts disputed as incomplete Work or unsettled claims.

### 4) Final Completion – Final Acceptance

At least thirty days in advance of the scheduled Final Completion Date, the Contractor will meet with the Owner to assess the progress and remaining work to complete the Punch List. If the Contractor is unable to complete the Punch List within the schedule time remaining then the Owner may request that the Contractor accelerate the Work.

### 5) Performance Period

Following the date that the Owner executes a Certificate of Final Acceptance (Exhibit 3), the Owner will pay the current Performance Period Fee set forth in Attachment C for each successive twelve (12) month period.

### 6) Additional Retainage

In addition to any other amounts to be retained hereunder, the Owner may retain any sums otherwise owed to the ESCO sufficient to cover the full costs of any of the following:

- 1) The ESCO's failure to comply with any provision of the Contract Documents, including by failing to perform any Work in accordance therewith, and/or because of negligent acts or omissions in the performance of any part of the Work, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;
- 2) Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when the ESCO states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time and/or if the ESCO fails to take action within thirty (30) calendar days after receiving written notice and the owner is required to take action or perform work such as cleanup or completion of incomplete work.

### 7) Final Payment

The entire unpaid balance of the Agreement Price, shall be made when (1) the Work has been fully performed, including all training, commissioning and delivery of Project documentation, (2) a Certificate of Final Acceptance has been executed by Owner and (3) an Application for Final Payment has been issued and approved.

Subject to the foregoing, the Owner will make final payment not more than thirty (30) days after the issuance of the Application for Final Payment of any balance remaining that is not disputed.

## 2.4 Agreement Termination

This Agreement shall expire twenty (20) years after Final Completion unless otherwise agreed to in writing (with twenty years being the maximum allowed) or terminated by Owner in accordance with Attachment C.

## Energy Management Services Agreement

### SECTION 3: GENERAL PROVISIONS

#### 3.01 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 for payment for extra work or materials shall be resolved according to the following procedures:

- 1) All claims by Contractor shall be made in writing and submitted to the Owner for a written decision.
- 2) Within thirty (30) days of submission of the dispute in writing to the Owner, the Owner shall issue a written decision stating the reasons thereof, provided that if Owner reasonably requires additional information from Contractor to make such decision, it shall request such information within such 30-day period, and a written decision by Owner shall be submitted within 30 days after receipt of such additional information. If no decision is issued on a Contractor claim to Owner within 30 days after submission of the dispute or, if later, 30 days after submission of any additional information requested by Owner, the claim shall be deemed denied.

Upon a denial of a claim, in whole or in part, the Contractor shall have the right to pursue any legal remedies available to him without further delay. The statute of limitations on any such claim shall be tolled for a period of thirty (30) days from the date of submission of the dispute to the Owner or, if later, thirty (30) days after submission of any additional information requested by Owner.

#### 3.02 Conditions beyond Control of the Parties

Except as otherwise provided herein, if either party shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as (if beyond the affected Party's control) acts of God, governmental or judicial, insurrections, riots, extended labor disputes, inability to obtain materials or equipment, fires, explosions or floods, this Agreement shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved, unless the Agreement is terminated by mutual consent, in which event, Owner shall pay Contractor for all parts of the Work furnished to the date of termination or as otherwise agreed.

#### 3.03 Labor Laws

The Contractor shall obey and abide by all applicable laws and regulations of the Commonwealth relating to the employment of labor and public work.

Contractor shall comply with all applicable federal and state laws, rules, and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. Contractor shall not discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for services, or in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, status as a Vietnam Era Veteran, sexual orientation or for exercising any rights or benefits afforded by law.

#### 3.04 Prevailing Wage Rate

The Division of Occupational Safety has established a Schedule listing the prevailing minimum wage rates that must be paid to all workers employed on the Agreement by either the Contractor or its subcontractors. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Agreement throughout the term of this Agreement. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Agreement exceeds the rates listed on the Schedule. The Contractor shall cause a copy of the Schedule to be kept in a conspicuous place at the project site during the term of this Agreement

## Energy Management Services Agreement

(see MGL c. 149 § 27). If reserve police officers are employed by the Contractor they shall be paid the prevailing wage rate of regular police officers (see MGL c. 149 § 34B).

### 3.05 Appropriations

The Owner reasonably believes that funds can be obtained sufficient to make all payments due to Contractor under this Agreement. The Owner hereby covenants that it will make reasonable and diligent efforts to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved. Nothing herein shall obligate the Owner to institute legal action before any court, to commence proceedings before any forum, or to institute proceedings in the nature of mandamus against any public official in attempting to obtain said funds.

In the event that the Owner is unable to obtain an appropriation of funds sufficient to discharge the Owner's obligations under this Agreement, Owner shall immediately notify Contractor of that event and this Agreement shall terminate without penalty or expense to Owner on the last day of the fiscal period for which appropriations have been received or made. Owner shall pay Contractor for work performed prior to termination of the Agreement. **See MGL c. 44, § 31).**

### 3.06 Laws, Regulations, Ordinances, and Standard Practices

Contractor shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, regulations, ordinances and by-laws, including applicable licensing and permitting requirements, in accordance with sound engineering and safety practices, and in compliance with all reasonable rules or policies of the Owner relative to the properties. Contractor shall be responsible for obtaining all governmental permits, licenses, consents, and authorizations as may be required to perform its obligations hereunder (see Section 4.10 regarding permits and fees pertaining to the Work).

This Agreement is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Agreement shall be construed as if such provision had never been made part thereof.

The Parties agree to notify each other as promptly as is reasonably possible but in no event more than 3 business days after becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of Federal, State or local law, relating in any way to the undertakings of either Party under this Agreement.

### 3.07 Patents and Patent Rights

The Contractor shall indemnify and hold the Owner harmless from all claims and actions asserted against Owner for any actual or asserted infringement upon patent rights by any equipment, material, or process used by Contractor in connection with this Agreement provided that such alleged infringement consists only in the use of such equipment, material or process by itself and not as a result of its unknown combination with, any other devices, parts or software installed by Owner after the fact. Contractor shall, at its election and expense, obtain for Owner the right to continue using such equipment or replace, correct or modify it so that it is not infringing.

## **Energy Management Services Agreement**

### **3.08 Access and Inspection**

Owner shall have access to inspect the Work and, upon reasonable notice, the books, records, and other compilations of data that pertain directly to this Agreement. Records shall be kept on a generally recognized accounting basis and calculations kept on file in legible form. Records shall be saved or archived for a period of three (3) years after the termination of this Agreement and shall be made available within Massachusetts. Any audit and inspection rights include only the rights to verify compliance with the Contract Documents.

Contractor shall have access (upon reasonable notice to the Owner) to inspect the property to assess the condition and operation of material and equipment installed. The Contractor shall maintain complete inspection records and make them available to the Owner.

All work is subject to inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Agreement. Contractor shall replace or correct work, without charge, found, whether on its own initiative or following written notice from Owner, not to conform to the Agreement. If upon written notice the Contractor does not promptly replace or correct rejected work, the Owner may replace or correct the work and charge the cost to the contractor and/or terminate the Agreement for default.

Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Contractor represents and warrants that all services performed will, at the time of acceptance by Owner, be free from defects in workmanship and materials and otherwise be in conformance with the terms of Contract Documents.

### **3.09 Ownership of Documents**

All drawings, reports and other materials prepared by Contractor specifically in performance of this Agreement shall become the property of the Owner. Said documents will be made available upon request of Owner or, if not so requested, prior to Owner's acceptance of the project. Notwithstanding anything to the contrary in the foregoing, nothing in this section grants or confers any rights on the part of any party by license or otherwise, express or implied, to any trade secret, copyright, invention, discovery, or to any patent covering the invention or discovery, or other intellectual property right.

### **3.10 Sales Tax Exemption**

Owner is exempt from the assessment of Massachusetts sales and use taxes. Owner shall issue Contractor a tax exemption certificate to use for the purchases of new equipment/systems for the Owner's benefit to complete the Work. Contractor shall not pay any sales or use taxes on any item exempt from Massachusetts sales and use taxes unless authorized by Owner or is ordered by an appropriate taxing authority to remit sales and use taxes.

### **3.11 Certificates**

Contractor certifies as follows:

- 1) Certificate of Authorization: Each person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that Contractor is a duly incorporated or duly qualified (if foreign) limited liability company and is authorized to do business in the Commonwealth of Massachusetts (a copy of evidence thereof to be supplied to the Owner upon request); and that each person executing this Agreement on behalf of the Contractor is duly authorized to execute, acknowledge and deliver this Agreement to the Owner, a copy of a LLC Incumbency and Authorization Certification to this effect in the form accepted by Owner was supplied to Owner prior to execution of the Investment Grade Audit Agreement for EMS RFQ2024-007.

## Energy Management Services Agreement

- 2) Tax Compliance Certification: Pursuant to M.G.L. c. 62C § 49A(b), each person signing this Agreement on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, the Contractor has complied with any and all applicable state laws.
- 3) Certificate of Non-collusion: The undersigned certifies under penalties of perjury that this Agreement has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.
- 4) Foreign Corporation: Contractor, if a foreign corporation, hereby certifies that it complies with M.G.L. c. 181 § 4 and that the name and address of the resident agent is attached hereto with Exhibit 6.
- 5) Covenants: Contractor covenants that to the best of its knowledge: (1) it presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c. 268A, as amended from time-to-time, (2) in the performance of this Agreement, no person having such an interest shall be employed by the Contractor, and, (3) no officer or employee of the Contractor is related by blood or marriage to any Commissioner or employee of the Owner.
- 6) Owner Certification: The Owner certifies that it is duly authorized to execute, acknowledge and deliver this Agreement under the provisions of M.G.L. Chapter 25A § 11C or § 11I, to retain Contractor to design, acquire, install and assist in the maintenance of the installed equipment to accomplish the energy conservation measures and to provide other services, as more fully set forth herein, subject to all the terms and conditions of this Agreement.

### 3.12 Assignment

Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or his right, title or interest in the same or any part thereof, without the prior written consent of the Owner. Contractor shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the prior written consent of the Owner.

### 3.13 Audit Report and Project Development

The Contractor has prepared the complete Audit Report of the Project Site(s) that has been approved and accepted by Owner (Exhibit 2: Certificate of Acceptance—Technical Energy Audit Report). The Attachment A: Scope of Work includes all energy conservation measures agreed upon by the parties. In the event of a conflict between the Final Investment Grade Audit and the other Contracts Documents, including the Attachment A Scope of Work, the other Contract Documents shall control. Any Work or services contemplated by the Final Investment Grade Audit but not addressed in Attachments or Exhibits is not required to be performed under this Agreement.

### 3.14 Complete Agreement

This Agreement, together with any documents incorporated herein by attachment or by reference, shall constitute the entire and exclusive Agreement between both parties. This Agreement may not be amended or modified except in writing and executed by the Owner and the Contractor.

It is understood and agreed that the following documents, attachments, exhibits, schedules and any amendments and/or addenda, comprise the total Agreement:

## Energy Management Services Agreement

Attachment A: Scope of Work  
Attachment B: Project Cost and Savings (Available in excel spreadsheet)  
Attachment C: Measurement & Verification Plan  
Attachment D: Commissioning Plan  
Attachment E: Project Schedule  
Attachment F: Payment Schedule, Application and Certification (Available in excel spreadsheet)

Attachment G: Training

Exhibit 1: Notice to Proceed  
Exhibit 2: Certificate of Acceptance Final Audit Report  
Exhibit 3: Certificate of Acceptance Forms  
Exhibit 4: Payment and Performance Bonds  
Exhibit 5: DOER Annual Report Form  
Exhibit 6: Foreign Corporation Resident Agent  
Exhibit 7: Drawings, Bid Manuals and Specifications

The failure of either the Contractor or the Owner to insist upon the strict performance of any term or condition hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement.

### **SECTION 4: THE WORK**

#### 4.01 Time for Performance and Final Completion

Contractor shall commence Work within sixty days of Owner sending the Contractor a Notice to Proceed, which Owner shall send upon closing financing. Contractor shall substantially complete Work within \_\_\_\_ ( ) days after commencing said Work. Extension of dates to commence or complete Work is at the reasonable discretion of the Owner. Approval for an extension of dates to commence or complete Work shall not be unreasonably withheld if the cause for an extension is pursuant to Sections 4.03, 4.06, 4.08, 4.12, 4.13, or 9.02.

If Contractor is delayed in the commencement or completion of any part of the Work due to events beyond Contractor's control and without the fault or negligence of the Contractor, including but not limited to fire, flood, extended labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, war, and acts of God, or due to Owner's actions or failure to perform its obligations under this Agreement or to cooperate with the Contractor in the timely completion of the Work, then Contractor will notify Owner in writing of the existence, extent of, and reasons for such delay. Contractor shall have no claim for additional compensation because of delays beyond the control of Owner but Contractor and Owner shall extend the Agreement time by revision to the Work schedule for such reasonable time, as they shall agree.

#### 4.02 Specifications of Work

Contractor's obligations hereunder are specified in Attachment A: Scope of Work and related drawings and plans, if any, attached hereto as Exhibit 7. Excluded from the Work are any modifications or alterations to the properties not expressly included within the Work. The requirements of all applicable laws, regulations and codes of federal, state, and local town or city government shall be met at all times. All Work shall be performed in a professional and competent manner.

#### 4.03 Construction Procedures, Changes to Work and Coordination

Contractor shall supervise and direct the Work using its best ability, skill, attention, and oversight. Contractor, in consultation with Owner, shall be responsible for the construction means, methods, techniques, sequences, and procedures. No change to the scope or specifications of Work shall be made without the written consent of the

## Energy Management Services Agreement

Owner and Contractor in the form of a Change Order signed by both parties. If Contractor fails to correct Work that is not in accordance with the specifications or persistently fails to meet specifications herein, Owner, in addition to such other rights and remedies set forth in the Contract Documents, by written order signed personally or by its authorized agent, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

Contractor shall perform the Work in such a manner as to not harm the structural integrity or operating systems of any building and shall repair and restore any damage caused by the Work at Contractor's expense.

Contractor shall not create or allow to continue any condition caused by Contractor or persons for whom it is responsible deemed to endanger health or safety as defined in Section 5.01 and if such a condition exists Owner shall have the right to exercise the remedies described therein, and for any such condition not caused by Contractor or persons for whom it is responsible, Contractor shall take reasonable measures to abate any imminent danger to health or safety, and the Agreement Price shall be adjusted for the cost incurred by Contractor in doing so.

Contractor shall supply to the Owner the telephone number of a responsible person who may be contacted during non-work hours for emergencies arising in connection with or affecting the Work.

To the extent new utility service is required for a building, the Owner is responsible for having their utility company install the service and the costs associated with the installation, and Contractor shall reasonably assist the Owner in connection therewith.

Contractor and its employees, subcontractors and agents shall not smoke within any building, including basements.

### 4.04 Relationship with Maintenance Staff

Contractor shall cooperate with Owner's operating and maintenance personnel, train said personnel in operation and maintenance of any equipment installed as part of the Work, and coordinate the Work on a planned and programmed basis. Contractor shall deliver a preventive maintenance schedule and procedures for any equipment installed as part of the Work. No equipment shall be installed which will require additional personnel to be hired by the Owner for the operation or maintenance of said equipment without prior approval of the Owner.

### 4.05 Material and Equipment Installed

The Owner shall make the final determination whether any material or equipment installed is as specified in the Contract Documents, including Attachment A Scope of Work. No substitution of any material or equipment specified shall be made without the written consent of the Owner in the form of a Change Order signed by both parties, and any such substitution shall be at least equal in quality, finish, durability, serviceability and performance for the purpose intended.

Contractor shall install and train Owner personnel to operate and maintain equipment in a manner that will provide standards of service to meet requirements of Section 4.02 and equipment manufacturers' literature, specifications and instructions.

Prior to the installation of any major mechanical systems, the Contractor shall submit design documents in accordance with the Contract Documents, including Attachment A Scope of Work. The installation of ECMs shall not commence until the Owner accepts the design documents in writing. Owner shall have twenty days to review the design documents. In the event the Owner does not provide notice of acceptance or rejection of design documents to Contractor within twenty calendar days after receipt the design documents shall be deemed accepted by the Owner and written approval shall not be required, provided that the approval or lack thereof shall not relieve Contractor if its responsibility for the design. **All mechanical, electrical, and structural design drawings shall be stamped by a Massachusetts registered professional engineer for each corresponding trade if applicable.**

## Energy Management Services Agreement

Contractor will prepare and furnish at least three Maintenance Manuals that include product data and, which are subject to acceptance by the Owner for all equipment installations at each property.

### 4.06 Disposal

“Hazardous Materials” includes all of the following: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism believed to have an adverse effect on human health, habitability of a Site, or the environment.

Contractor will be responsible for proper disposal of all non-hazardous materials and construction demolition debris but shall not be responsible for the removal or disposal of Hazardous Materials except as specifically set forth herein.

The Contractor will be responsible for proper disposal of all ballast's containing or suspected of containing PCBs and fluorescent lamps containing mercury. Disposal plans must be documented and appropriate transportation and disposal documents prepared before disposal commences, and actual disposal must be documented immediately after disposal.

Demolition debris can only be disposed of at a DEP and Town Board of Health licensed municipal sanitary landfill or DEP/EPA licensed recycling facility. The landfill or recycling facility must be permitted to receive the type of waste involved.

Hazardous waste can only be disposed of by a contractor licensed for special waste disposal.

In the event that pre-existing Hazardous Materials are encountered and may be disturbed during the course of this Agreement, the Contractor will notify the Owner immediately. All work in the affected area shall cease until the Parties agree upon a remediation plan. Owner shall be responsible for any required remediation. This will not affect the savings allocation, but an extension of the completion date shall be granted equal to the time lost. Contractor will take into account all available asbestos studies provided by the Owner during the audit phase of the project.

### 4.07 Subcontracting

Contractor may subcontract part of the Work to others provided any subcontractors are identified in writing in the list of subcontractors provided to Owner prior to commencement of the Work. Contractor may, with the written consent of the Owner in the form of a revision to the list of subcontractors, substitute a subcontractor for one so identified or, if no subcontractor for a certain trade or task has been so identified, engage one. Contractor shall be responsible for the negligent conduct, acts, and omissions, whether intentional or unintentional, of its subcontractors, employees, agents, invitees or suppliers. Nothing in this Agreement shall create any contractual relationship between any subcontractor, employee, agent, invitee or supplier and the Owner.

### 4.08 Equipment Location and Access

Buildings may be occupied during construction. Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction. The Contractor shall complete the Work in accordance with the schedule in Attachment E: Project Schedule. Contractor must use sufficient personnel and adequate equipment to complete the Work pursuant to Section 4.01.

The Contractor is responsible for the security of partially completed work and for materials or equipment stored at Owner properties. Only materials and equipment intended and necessary for immediate use shall be brought into the buildings. Equipment and unused materials shall be removed from each building by the end of each

## Energy Management Services Agreement

workday. The Owner shall provide if available, without charge, a mutually satisfactory location, or locations for the storage and operation of materials and equipment and the performance of the Work, including a location for staging and mobilization.

Flammables and combustibles shall be stored only in accordance with Fire Prevention Regulations (527 CMR 1.00-50.00). In the event that the Owner is unable to provide a satisfactory location then Contractor shall provide and pay for suitable storage.

### 4.9 Permits and Fees

Contractor shall secure and pay for construction permits required for performance of the Work and arrange for all inspections that are required by federal or state governments for proper performance and completion of the Work. The fee for the building permit shall be waived.

### 4.10 Utilities

The Owner shall provide and pay for water, heat, and utilities consumed by the Contractor during performance of the Work. The Contractor shall install and pay for any facilities or modifications not already in existence that is necessary to access such water, heat, and utilities during the Work.

### 4.11 Concealed or Unknown Conditions

If Contractor finds conditions during the Work that are subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or are unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in similar construction activities, Contractor shall notify Owner of such conditions promptly, prior to significantly disturbing the same, and in no event later than twenty-one (21) business days after first observing the conditions. Such conditions may include, but are not limited to, water damage, termite damage, or structural building defects. If such conditions differ materially and cause an increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall submit a written estimate of the material and labor cost increase and time delay. If the Owner concurs with the need, cost estimate, and time delay, Owner and Contractor shall make an equitable adjustment in the Agreement Price or Time for Performance and Final Completion, or both by Change Order signed by the parties. Pursuant to Section 4 above, Contractor shall not be entitled to damages for delay.

### 4.12 Casualty, Condemnation, Damage

If any fire, flood, other casualty, or condemnation renders a portion of any Work area unsuitable for habitation or destroys a substantial part of the area within which the Work is to be performed or which the Work affects, the Owner and Contractor may terminate or modify this Agreement by mutual agreement. The Owner shall pay Contractor for all Work completed to the date of termination. If any material or equipment is damaged by the negligence or willful misconduct of an employee, agent or invitee of Owner, Owner shall repair or replace said item within a reasonable period, or, adjust the Agreement Price to pay for repair or replacement or adjust Time for Performance and Final Completion, or both.

### 4.13 Standards of Service and Comfort

The facility performance requirements of service and comfort applicable for this Agreement are set forth in Attachment C ("Operating Parameters").

### 4.14 Shutdown of Services

## **Energy Management Services Agreement**

Contractor hereby acknowledges that continuous operation of services, including but not limited to heat, water, domestic hot water, electricity, gas, sanitary facilities, elevators, fire alarms, or protections, and access to the property or common areas is essential to the operation of the Owner's properties. If any such service, or access to the property, or any common area is to be discontinued for any period of time in order to perform the Work, Contractor shall coordinate any such shutdown with Owner and give the Owner as much notice in writing as is practicable, but in no event less than seven (7) days in advance of the shutdown of services. With respect to fire alarm or other fire protections, Contractor shall also notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

The Owner acknowledges that such shutdowns may be necessary to perform the Work from time to time and will not withhold approval unreasonably. The Owner agrees to communicate with occupants on plans to shut down services or access, if any, which will be made.

### 4.15 Indemnification and Limitation of Liability

In addition to the other rights and remedies of Owner set forth in the Contract Documents, Contractor shall be responsible for the Work and take all precautions for preventing injuries to persons and property in or about the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed by Contractor in carrying out this Agreement. Contractor shall assume the defense of, indemnify and hold harmless the Owner, their officers and agents from all claims relating to the following:

- 1) Payment for labor performed or furnished and materials used or employed for the Work,
- 2) Inventions, patents and patent rights used in and in doing the Work in accordance with Section 3.07 Patent Indemnification,
- 3) Injuries to any person to the extent caused by the Contractor and its employees, subcontractors and its employees, agents, or suppliers in performance of the Work or provision of the materials, and
- 4) Property damages to the extent caused by Contractor or its employees, subcontractors and employees, agents, and suppliers.

Nothing herein shall relieve or limit the Contractor of liability for losses and damages to person or property to the extent caused by Contractor or persons for whom it is responsible.

### Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S CLAIM FOR INDEMNIFICATION OF THIRD PARTY CLAIMS BUT ONLY TO THE EXTENT SUCH THIRD PARTY CLAIMS ARE NOT ALSO SUBJECT TO SUCH LIMITATION.

## **SECTION 5: PERFORMANCE AND EVALUATION SUBSEQUENT TO WORK**

### 5.01 Workmanship and Equipment Warranty

Contractor hereby assigns to the Owner all warranties of all equipment and materials used in the Work. Attachment A\_ lists equipment and material warranties, however, failure to include any equipment or materials having a warranty neither excludes said equipment or materials from the provisions of neither this section nor Contractor's responsibilities hereunder.

## Energy Management Services Agreement

Contractor warrants that it shall perform the Work in no less than a workmanlike manner. Contractor also warrants that, for a period of one year from the date of the Delivery and Acceptance Certificate of the ECM ("Warranty Period"), all equipment, materials and Work shall be free from defects in material, manufacture, workmanship and performance. If such defect occurs within the one-year Warranty Period, Contractor shall correct and pay for correction of all defects including replacement or repair and all parts and labor.

Contractor warrants that, for any equipment or materials used in the Work with a manufacturer's warranty period in excess of one year, Contractor shall transfer such warranty to the Owner and Owner shall, with the assistance of Contractor, pursue any warranty claims directly with the manufacturer.

No warranty liability shall attach to the Contractor until an ECM has been substantially completed and available for beneficial use by the Owner. Contractor's warranties expressly exclude any remedy for damage or defect caused by abuse, improper operation, unapproved modifications or improper repairs not performed by Contractor.

CONTRACTOR MAKES NO OTHER EQUIPMENT WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PROVIDED THAT NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR DEFECTS IN THE WORK, AND NOTHING HEREIN IS INTENDED TO WAIVE OR REDUCE ANY APPLICABLE STATUTORY LIMITATIONS PERIODS FOR ACTIONS ON CONTRACT.

If Contractor, upon written notice from the Owner, fails to correct defective equipment, materials or Work within a reasonable period of time, but no less than five business days, unless such defect is a condition deemed to endanger health or safety or is a fire hazard, Owner may correct any defect and Contractor shall reimburse Owner for its reasonable expenses incurred in performing such correction subject to any limitations contained within this section. Conditions which are deemed to endanger under the State Sanitary Code (105 CMR 410.000) or are fire hazards under Fire Prevention Regulations (527 CMR 1.00-50.00) shall be addressed promptly and jointly, if necessary, by Contractor and Owner assuring that immediate precautions are taken to avoid risk to persons or property, imminent measures are taken to prevent deterioration of condition, occupants are alerted to any dangers or hazards, and steps for final correction taken within twenty four (24) hours.

### 5.02 Evaluation of Savings Achieved

The energy and water savings that occur after the Final Completion Date shall be determined in accordance with Attachment C. As detailed in Attachment C, for ECMs using Option C methodology the savings shall be determined by the difference between actual consumption and baseline consumption and as adjusted for occupancy, changes in the manner in which energy or water may be used other than manner of use which has been incorporated as part of the Work, and in the case of heating energy, substantial differences in heating degree days for the pertinent periods. As specified in Attachment C for the duration of the energy savings guarantee, the Contractor shall monitor Owner's energy and water bills at properties including ECMs using Option C methodology for energy and water usage and shall report annually in writing (see below for content of annual report), within ninety (90) days after receiving bills for said period. The annual report shall be calculated using the measurement and verification methodology set forth in Attachment C and shall include detailed explanations of variations in savings, including shortfalls, to the Owner. The determination and evaluation of savings shall be consistent with procedures and methods described in Attachment C.

Contractor shall prepare an annual report containing the following information:

- (1) A summary of energy and, if applicable, water cost savings for the previous 12-month period, the methodology used for calculating said savings, and a description of conservation measures installed to date.
- (2) The value of any rebates coordinated by Contractor.
- (3) Explanation of any instance where actual savings were less than guaranteed savings for the year reported.

## Energy Management Services Agreement

Owner shall use the above information as part of the annual report Owner shall prepare, with Contractor's assistance, pursuant to 225 CMR 10.07: Monitoring; Reporting Requirements or 225 CMR 19.08: Monitoring; Reporting Requirements for submission electronically to DOER at EMS.Doer@state.ma.us.

The Owner shall notify Contractor of substantive changes in the properties or the operation or occupancy thereof that could effect energy or water use within 48 hours or as soon as is reasonably possible. Such substantive change will be incorporated in the determination and evaluation of savings.

The obligations under this section are also described in Attachment C. Contractor shall be compensated for Measurement and Verification Services in accordance with Attachment C.

### 5.03 Performance and Guarantees

- 1) Contractor performance guarantee to the Owner is detailed in Attachment C. Calculations for Savings will be made in the same manner as the calculations set forth in Attachment B, measured, and verified pursuant to Attachment C *Measurement and Verification Plan* and subject to adjustments as set forth in this Agreement.

### 5.04 Performance Remedies

Contractor shall be bound to both the yearly and total guaranteed savings. If, in any guaranteed savings year, during the term of this Agreement, the Energy savings (in native units) are less than the guaranteed amount shown in Attachment C (shortfall), Contractor shall, within forty five (45) days after Owner's acceptance of Contractor's annual report, be required to implement one or more of the following remedies, as mutually agreed by Owner and Contractor:

- a) Modify the installation at no cost to the Owner so that the guaranteed savings for future years will be attained, and pay or credit, at the Owner's option, to the Owner an amount equal to the difference in the actual savings, if any, and the guaranteed savings for the year(s) of the shortfall, or
- b) Pay or credit the Owner, at the Owner's option, an amount equal to the difference between the actual savings, if any, and the guaranteed savings, as shown in Attachment C.

The value of any shortfall in the specific year will be assessed using the utility rates shown in Attachment C calculated for the specific year in which the shortfall exists. Any excess savings will remain the property of the Owner.

### 5.05 Independent Audit

The Owner shall have the right to retain, at its own expense, an independent auditor to complete and submit to the parties an audit of the calculations of Energy Cost Savings made pursuant to this Agreement. Any audit so performed must use and incorporate the same methods, procedures, and assumptions as contained in this Agreement and used by Contractor to perform the calculations undergoing an audit pursuant to this Agreement. Any payments between the parties necessary to resolve an irregularity identified in the audit shall be made within thirty days after agreement of the Parties to a payment adjustment. If, after thirty days following issuance of the audit, the parties are unable to agree upon the adjustment, the matter shall be submitted to resolution pursuant to Section 3.01 and the disputed portion of any additional payment due under this Section shall not be payable until the dispute resolution procedure has been completed.

### 5.06 RESERVED

### 5.07 Agreement Closeout Responsibility

## Energy Management Services Agreement

Prior to final payment made pursuant to Section 4, Contractor shall perform commissioning, as stipulated in Attachment D, of the ECMs furnished under this Agreement and prepare an assessment of the condition of the equipment and materials installed as part of the Work.

- 1) Conduct a thorough and systematic performance test of each element and total system of the installed equipment detailed in Attachment A in accordance with the commissioning procedures as defined in Attachment D. Prior to Substantial Completion of each ECM, the Contractor will determine if (1) equipment is functioning in accordance with both its published specifications and, (2) in accordance with the terms of this Agreement, and all building systems, subsystems or components are functioning properly with the new integrated environment.
- 2) Conduct the training program described in Attachment G: Training Program, including software, prior to Final Delivery and Acceptance. The cost of such training is included in the Agreement Price.
- 3) Prepare a closeout report that includes (but is not limited to as appropriate) the operating and maintenance recommendations during the remaining life of equipment installed, if any changes in technology or procedures affecting the equipment could extend the useful life of the equipment or increase the conservation efficiency, and an overview of new technology or additional conservation measures for the Owner to consider.

### **SECTION 6: OBLIGATIONS OF THE PARTIES**

#### **6.01 Obligations of the Contractor**

Contractor acknowledges and agrees that Contractor's obligations hereunder are in the capacity of providing professional services for the purposes described in the Preamble to this Agreement and in said capacity is expected to provide energy and water auditing, engineering, design and monitoring services, construction management including general contracting as necessary, and other related services as may normally be incidental to these types of professional services. Contractor acknowledges and agrees that any other functions including but not limited to Contractor's acting as a manufacturer's representative, dealer or distributor of equipment, materials or commodity specified herein or as subcontractor, or ownership in whole or in part or financially affiliated with a subcontractor which performs such other function shall constitute a conflict of interest which shall constitute a material breach of this Agreement unless 1) fully disclosed to Owner, and 2) accepted by the Owner in writing. Contractor acknowledges and agrees that this paragraph applies to all its officers and employees.

The following events or conditions shall constitute a breach by the Contractor and shall give the Owner the right, without an election of remedies, to proceed pursuant to Section 3.01 and/or terminate this Agreement by delivery of written notice of the event or condition and failure of Contractor to cure same within thirty days of the date of such notice, upon which event the Contractor shall be liable to the Owner for any and all damages sustained by the Owner:

- 1) Any attempt by the Contractor to increase the Agreement price for reasons other than those related to changes in the Work pursuant to the terms of this Agreement,
- 2) Any failure by the Contractor to provide annual monitoring reports pursuant to Attachment C,
- 3) Any failure by the Contractor to remedy a shortfall in the yearly guaranteed savings pursuant to Attachment C,
- 4) Any representation or warranty furnished by the Contractor in Contractor's Response to the RFQ, the Investment Grade Audit or this Agreement which was knowingly false or misleading in any material respect when made,
- 5) The filing of bankruptcy by the Contractor or by Contractor's creditors, an involuntary assignment for the benefit of creditors, or the liquidation of the Contractor,
- 6) Any failure by the Contractor to perform or comply with any other material term or condition of this Agreement, including breach of any covenant contained herein.

## Energy Management Services Agreement

### 6.02 Obligations of the Owner

The Owner acknowledges and agrees that the implementation of the maximum conservation of energy and water practical within any pertinent regulatory, operational, or physical constraints is of the essence to this Agreement. Owner agrees to respond to all audits, proposed revisions and related requests on a timely basis for the expeditious design, implementation and monitoring of conservation measures.

Each of the following events or conditions shall constitute a breach by Owner and shall give the Contractor the right, without an election of remedies to proceed pursuant to Section 3.01 and terminate this Agreement by delivery of written notice of the event or condition and failure of Owner to cure same within thirty days of the date of such notice, upon which event the Owner shall be liable to the Contractor for all Work furnished to date:

- 1) Any failure by the Owner, without cause, to authorize payment due more than forty-five (45) days after receipt of the invoice therefore,
- 2) Any representation by Owner in the RFQ and this Agreement that was knowingly false or misleading in any material respect when made,
- 3) Any failure by the Owner to perform or comply with any other material term or condition of this Agreement, including breach of any covenant contained herein.

### **SECTION 7: INSURANCE AND BOND REQUIREMENTS**

#### 7.01 Worker's Compensation Insurance

Workers Compensation Coverage A	Statutory Minimum
Employer's Liability Coverage B	\$500,000 each accident \$500,000 disease per employee \$500,000 disease policy

#### 7.02 Commercial General Liability

Bodily Injury and Property Damage	\$2,000,000 each occurrence, \$4,000,000 aggregate
Products & Completed Operations	\$2,000,000 aggregate
Personal & Advertising Injury	\$2,000,000 each occurrence

This policy shall include coverage relating to explosion, collapse, and underground property damage and contractual liability coverage. The completed operations coverage shall be maintained for a period of two (2) years after Substantial Completion as defined in Attachment 3.

#### 7.03 Vehicle Liability

Contractor shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

Combined Single Limit	\$2,000,000 each accident
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7.04 Excess Umbrella with limits not less than \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate with the Town named as an "Additional Insured.

## **Energy Management Services Agreement**

7.05 Professional Liability insurance affording protection against claims associated with professional errors and omissions in the amount of not less than \$1,000,000 per claim with a \$3,000,000 aggregate.

### 7.06 Property Coverage

Contractor shall purchase and maintain a builder's risk insurance policy, providing coverage for the risk of physical loss or damage to the Work in an amount equal to the completed value of the Work contracted hereunder. This builder's risk insurance policy shall be maintained by Contractor until Final Completion of the Work. Such builder's risk insurance policy shall not insure against damage to existing Owner property, but only the Work installed pursuant to this Agreement. If any of the ECMs are damaged or destroyed after they are installed to Owner's facilities, but prior to Final Completion of the Work, the proceeds of such insurance shall be utilized by Contractor to repair or replace such ECMs. The Owner as well as Contractor's subcontractors shall be considered "Additional Insureds," insofar as their interests appear, pursuant to Contractor's builder's risk insurance policy.

### 7.07 Owner as Additional Insured

The Owner shall be named as additional insured on the Contractor's General and Automobile Liability Policies. All liability policies shall be written on an occurrence basis and be primary, non-contributory.

### 7.08 Certificates of Insurance, Policies

Certificates of insurance, acceptable to the Owner, shall be submitted to the Owner immediately following the execution of this Agreement and shall be renewed upon expiration of the policies. Certificates shall indicate that the coverage required by section 7.01 through 7.05 is in effect. If the Owner is damaged by Contractor's failure to maintain such insurance, then Contractor shall be responsible for all reasonable costs or damages attributable thereto. Contractor shall comply with the thirty-day cancellation notice requirement of Section 7.08. All policies shall be issued by companies authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts. Contractor shall maintain the coverage required by section 7.01 through 7.03 during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Work.

### 7.09 Cancellation

Contractor shall provide thirty days written notice to Owner of any cancellation of any insurance required by this Agreement, except ten days for non-payment.

### 7.10 Bonds

Contractor shall provide the Owner with 100 % payment and performance, as soon as reasonably practicable, following the award of the contract, but in any event prior to commencement of the Work. The contractor shall furnish a copy and duplicate of a performance bond, with project financier as co-beneficiary along with the owner. Performance and payment bonds shall secure 100% of the Agreement Price for all ECMs cited. Work will not commence until the Owner receives the copy of the bonds.

The performance and payment bonds shall remain in effect until the Final Completion Date. Effective immediately thereafter, a Maintenance Bond will be provided for the one-year period commencing on the Final Completion Date in the amount of 10% of the total Agreement Price. Notwithstanding any other provision of this Agreement or the bonds, in no event shall coverage under the Performance Bond and Payment Bond extend to the Guaranteed Savings, as further set forth in Attachments B and C, or any related provisions.

### Agreement Signatures

**Energy Management Services Agreement**

IN WITNESS THEREOF, the parties have each caused this Agreement to be executed in triplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

**ENERGY SYSTEMS GROUP, LLC**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Town of Hamilton - Finance**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF HAMILTON**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Office of General Counsel

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**Energy Management Services Agreement**

**ATTACHMENT A: SCOPE OF WORK**

# Scope of Work

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## Energy Management Services Agreement

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## Energy Management Services Agreement

### Locations of Work

ESG will perform all Work for the Premises identified in Table 1 as specified in this Scope of Work.

**Table 1 – Locations of Work**

Item #	Premises	Address
1	Hamilton MA Town Hall	577 Bay Rd, South Hamilton, MA 01982



### ESG Deliverables

ESG will provide the Owner all listed items in Table 2 per the specified dates.

**Table 2 – ESG Deliverables**

Item #	Description	Date of Submission
1	Construction Schedule	15 Days after Execution of Contract
2	Equipment Submittals	30 Days after Execution of Contract
3	Site Safety Plan	30 Days after Execution of Contract
4	Three Week Look-Ahead	Weekly
5	O&M Manuals	5 Days before Submission for Final Payment
6	Spare Parts	5 Days before Submission for Final Payment

### Drawings, Bid Manuals and Specifications

The drawings, bid manuals and specifications included in Exhibit 7 are not limited to ESG's Scope of Work, they also refer to the Owner's capital project for the buildings. Only the portions of the sheets in the attached drawings, bid manuals and specifications specifically referenced in this Attachment A Scope of Work are applicable to this Contract. The remaining sheets, or portions thereof, are informational only.

## Energy Management Services Agreement

### Well Drilling

**Reference LLB Architects Bid Set Construction Documents Issued 5/10/2024, attached electronically to this Scope of Work.**

#### Scope of Work

- ESG will furnish and install all items shown on sheet G-2 for two (2) wells
- ESG will drill two (2) wells per drawing G-2 and well schedule on sheet G-4
- Well locations are shown on sheet G-7. Locations to be used will be "Well #2" and "Well Alternative" immediately to the south of the DPW Garage. "Well #1 and "Well Alternative" to the north of the Town Hall will NOT be used due to location of building septic drain field and overhead obstructions.
- ESG will provide trenching, piping burial and backfill per detail shown on sheet G-2 Section A. Trenching will be between two (2) well locations, and from Well #2 to the Town Hall mechanical room.
- ESG will furnish and install two (2) concrete vaults/manholes per drawing G-2 and details on sheet G-5, including furnishing and installing block or concrete. Wells will be secured (e.g., with fencing and/or trench plates) prior to vault/manhole completion.
- ESG will provide foundation wall coring
- ESG will seal wall penetrations per drawing G-2 and details on sheet G-5
- ESG will furnish, install and power well pump VFDs in the building mechanical room per drawing G-3 and details on sheet G-6
- ESG will furnish and install all items shown on sheet G-3 in the building mechanical room.
- ESG will furnish and install new piping as shown on sheet G-3 up to isolation valves "D" (item 28).
- ESG will furnish and install new isolation valves, temperature gauges, and pressure gauges as required and shown on sheet G-3
- ESG will provide electrical connections to all new equipment to make equipment fully operational, including all mounting of electrical panels and devices. See sheet G-6 for additional details.
- ESG will insulate all new or disturbed piping and appurtenances to match existing; insulation thickness will be in compliance with the IECC in force at the time of contract execution.
- ESG will provide Pipe Supports, Hangers and Brackets as required
- ESG will provide Valve Tags and ID Chart
- ESG will provide Pipe Labeling and Directional Arrows
- ESG will provide equipment startup and commissioning
- ESG will provide Manufacturer's warranty on new equipment
- See Clarifications below for additional information

#### Clarifications

- ESG will strictly follow all manufacturer's installation recommendations.
- Water emitted from the wells during drilling will be discharged to the wooded area to the rear (east) of the Town Hall, after required screening/filtering.
- Owner will mark out all underground utilities (water, septic, natural gas and electric) prior to commencement of work
- Natural gas service to the building will be shut off during drilling and trenching work
- The purpose of any demolition scope is to allow for the installation of the new equipment. Comprehensive demolition is not included in this scope.

#### Exclusions

- Asbestos abatement and hazardous material remediation

## Energy Management Services Agreement

- Temporary power
- Temporary heating and cooling
- Repair, replacement or upgrade of existing emergency systems
- Resolution of existing design, service, and or distribution conditions known or unknown
- Repair or replacement of defective electrical, mechanical or controls equipment, other than the equipment specifically described in this document is excluded. ESG will identify the location of all observed defective equipment and notify Owner.

### Commissioning Support

ESG will provide commissioning support for all ESG's Work.

- Commissioning support will include performing weekly walkthroughs to verify equipment installations with ESG and Owner.
- Commissioning support will include performing walkthroughs with authority having jurisdiction to verify equipment and installations of equipment are code compliant.

### Closeout Documentation

ESG will submit all of the following documentation for ESG and Owner's approval:

- Product Data Sheets
- Operation and maintenance manuals for each building
- Completed start-up documentation (if not included in O&M manual)
- ESG's warranty letter
- Manufacturers' warranty documentation
- Permit sign-off from authority having jurisdiction

## Energy Management Services Agreement

### Solar Photovoltaic (PV)

#### Scope of Work

The project will consist of the installation of a solar PV system at one (1) existing building. This renewable energy system will be distributed generation, interconnected with the utility service and net metered. The site included in this project along with the system and installation details are as follows:

Location	Address	Baseline Load (kWh)	Array Type	kW <sub>DC</sub>	kW <sub>AC</sub>	Point of Interconnection
Hamilton MA DPW (rear of Town Hall)	577 Bay Rd, South Hamilton, MA 0198	65,593	Roof mount; 5° tilt	46.1	34.6	Town Hall electrical room via existing UG conduit

#### Hamilton DPW Building



- Perform necessary design & engineering services required for building and electrical permit applications
- Prepare Utility Interconnection applications and related documentation, and coordinate to achieve interconnection pre-approval.
- Order, receive, store, allocate and secure materials needed for the project
- Furnish & install solar modules & optimizers
  - BOD (96) Hanwha Q.Peak Duo XL-G10.3/BFG 480 with SolarEdge P1101 Optimisers or approved equal
- Furnish & install inverters

## Energy Management Services Agreement

- BOD (2) SolarEdge SE17.3K-US or approved equal
- Furnish & install panelboards & disconnects
- Furnish & install rapid shutdown devices
- Furnish & install fully ballasted roof top racking and slip sheets, as required
- Install solar modules to the roof systems.
- Furnish & install energy monitoring system for real-time monitoring of energy production, inclusive of (3) year subscription to the monitoring software, and (1) weather station.
- Furnish & install CTs, as necessary
- Furnish & install revenue grade (kWh) meter
- Conduct training for designated personnel in the routine maintenance and care of the system.
- Construct all systems in compliance with all Federal, State and local codes
- Provide a 1-Year warranty on design & workmanship

### Clarifications

- Point of interconnection is to be the MTS in the basement electrical room of the Town Hall
  - There are two (2) existing 2" conduits between the DPW building and the Town Hall. ESG will pull PV conductors through one (1) empty conduit.

### Exclusions

- Utility side electrical upgrades
- Relocation of drainage
- SCADA/utility metering
- Providing a hardwired internet connection at the PV monitoring cabinet to enable energy monitoring
- Removal or relocation of any rooftop conduit or equipment
- Painting of conduit

### Commissioning Support

ESG will provide commissioning support for all ESG's Work.

- Commissioning support will include performing weekly walkthroughs to verify equipment installations with ESG and Owner.
- Commissioning support will include performing walkthroughs with authority having jurisdiction to verify equipment and installations of equipment are code compliant.

### Closeout Documentation

ESG will submit all of the following documentation for ESG and Owner's approval:

- Product Data Sheets
- Operation and maintenance manuals for each building
- Completed start-up documentation (if not included in O&M manual)
- ESG's warranty letter
- Manufacturers' warranty documentation
- Permit sign-off from authority having jurisdiction

## Interior Lighting Upgrades & Automated Receptacle Controls

**Reference LLB Architects Bid Set Construction Documents Issued 5/10/2024, attached electronically to this Scope of Work.**

### Scope of Work

- ESG will furnish light fixture types A, AE, C, CE, D, DE, G, GE, H, HE, J, J1, L and M, as detailed in the Lighting Fixture Schedule on sheet E0.04 and in the quantities shown on sheets E1.00, E1.01 and E1.02.

## Energy Management Services Agreement

- ESG will furnish automatic receptacle controls (Affinity P/N QPLC20A1) in the quantities shown on sheets E2.00, E2.01, E2.02 and E2.03.
- ESG will provide equipment startup and commissioning
- ESG will provide Manufacturer's warranty on new equipment, the warranty for the installation and workmanship shall be provided by the Owner's other contractors and not ESG.
- See Clarifications below for additional information

### Clarifications

- Receiving, storing and allocating materials will be by other contractors under direct contract with the Owner or the Owner's general contractor for the capital project; ESG is responsible for delivery only (and associated coordination with the general contractor).
- Any integration of new equipment to the BMS will be by Owner's other contractors.

### Exclusions

- Receiving, storing and allocating materials
- Material installation
- Warranty on workmanship or installation.
- Asbestos abatement and hazardous material remediation
- Temporary power
- Temporary heating and cooling
- Repair, replacement or upgrade of existing emergency systems
- Resolution of existing design, service, and/or distribution conditions known or unknown
- Repair or replacement of defective electrical, mechanical or controls equipment, other than the equipment specifically described in this document is excluded. ESG will identify the location of all observed defective equipment and notify Owner.

### Commissioning Support

ESG will provide commissioning support for all ESG's Work.

- Commissioning support will include attending one (1) walk-through prior to project close-out to verify equipment installations with ESG, the installing electrical contractor and Owner.

### Closeout Documentation

ESG will submit all of the following documentation for ESG and Owner's approval:

- Product Data Sheets
- Manufacturers' warranty documentation

## Energy Management Services Agreement

### HVAC/Mechanical

**Reference LLB Architects Bid Set Construction Documents Issued 5/10/2024, attached electronically to this Scope of Work.**

#### Scope of work

- On sheet M0.00:
  - Furnish and install two (2) Energy Recovery Ventilators per the Enthalpy Recovery Unit schedule. Units to be installed in the mechanical room per sheet M1.00, details shown on sheet M0.02.
- On sheet M0.01:
  - Furnish and install (28) variable refrigerant flow (VRF) fan coil units (FCUs) per the Variable Refrigerant Flow System Air Handler Schedule. Locations shown on sheets M1.00, M1.01, M1.02, M1.03, details shown on sheet M0.02.
  - Furnish and install three (3) VRF Branch Circuit Controllers (BCCs) per the Branch Circuit Controller Schedule. Locations shown on sheet M1.00, details shown on sheet M0.03.
  - Furnish and install two (2) VRF heat pumps per the Variable Refrigerant Flow System Compressor Unit Schedule. Units to be installed in the mechanical room per sheet M1.00, details on sheet M0.04.
- Installation is equipment only; **ductwork, labeling, insulation, refrigerant piping, hydronic piping, power wiring and controls wiring are excluded.** Brackets, hangers, supports and seismic restraints are included as required.
- ESG will provide equipment startup and commissioning
- ESG will provide Manufacturer's warranty on new equipment
- See Clarifications below for additional information

#### Clarifications

- ESG will strictly follow all manufacturer's installation recommendations.
- The purpose of any demolition scope is to allow for the installation of the new equipment. Comprehensive demolition is not included in this scope.

#### Exclusions

- Asbestos abatement and hazardous material remediation
- Temporary power
- Temporary heating and cooling
- Repair, replacement or upgrade of existing emergency systems
- Resolution of existing design, service, and or distribution conditions known or unknown
- Repair or replacement of defective electrical, mechanical or controls equipment, other than the equipment specifically described in this document is excluded. ESG will identify the location of all observed defective equipment and notify Owner.

#### Commissioning Support

ESG will provide commissioning support for all ESG's Work.

- Commissioning support will include performing weekly walkthroughs to verify equipment installations with ESG and Owner.
- Commissioning support will include performing walkthroughs with authority having jurisdiction to verify equipment and installations of equipment are code compliant.

## Energy Management Services Agreement

### Closeout Documentation

ESG will submit all of the following documentation Owner's approval:

- Product Data Sheets
- Operation and maintenance manuals for each building
- Completed start-up documentation (if not included in O&M manual)
- ESG's warranty letter
- Manufacturers' warranty documentation
- Permit sign-off from authority having jurisdiction

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## Energy Management Services Agreement

### Building Management System Upgrades

**Reference LLB Architects Bid Set Construction Documents Issued 5/10/2024, attached electronically to this Scope of Work.**

#### Scope of work

ESG will furnish and install a BACnet Building Management System including software, building controllers and application controllers for DDC control of all HVAC equipment. The System can be viewed from the following Web Browsers: Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari (Mobile/Tablet/Computer). System Manufacturer shall be Johnson Controls Facility Explorer (FX).

The proposed scope of work shall include:

- Project supervision
- Permits for all work
- Central graphical user interface, customized to the Town's requirements
- Floor plan graphics
- Replacement of all wall temperature sensors
- Replacement of all humidity sensors
- HVAC equipment graphics
- Standard naming convention
- Equipment scheduling, including holiday schedule.
- Engineering, programming, graphics, start-up and commissioning of the new control system, including checkout sheets for point-to-point checkout prior to commissioning.
- Trending and alarming
- Submittals, as-built drawings and O&M documentation
- 1 Year warranty

#### General

- Furnish and install controls for all HVAC equipment as indicated in the equipment schedules, shown on the plans and otherwise required to provide the sequences of operation noted in specification division 230000 and on sheet G-0.
- Control wiring shall be run concealed in wall and ceiling cavities; no exposed conduits of wire-mold raceways are allowed.

#### Variable Refrigerant Flow System

## Energy Management Services Agreement

- Furnish and install a Mitsubishi Diamond Central Controller to manage the functionality of all building HVAC equipment. The controller shall be capable of index control (on/off), alarming, plus status reading of third party-controlled devices such as energy recovery units, geo well pump controller contact points, system pumps and loop valves, and electric heaters plus energy monitoring and display of building electric usage through current transmitters. In conjunction with the central controller, provide a remote building connecting device similar to Building Connect+ BCP-50 to allow for a cloud-based platform of controlling the building HVAC equipment through BACnet OP communications.
- Regardless of specification or scheduling, furnish and install application-based controllers for integration of all building HVAC equipment with the central controller. This includes thermostats, DI/DO boards, PI boards and relay kits, as applicable.

### Clarifications

- ESG will strictly follow all manufacturer's installation recommendations.
- The purpose of any demolition scope is to allow for the installation of the new equipment. Comprehensive demolition is not included in this scope.

### Exclusions

- Asbestos abatement and hazardous material remediation
- Temporary power
- Temporary heating and cooling
- Repair, replacement or upgrade of existing emergency systems
- Resolution of existing design, service, and or distribution conditions known or unknown
- Repair or replacement of defective electrical, mechanical or controls equipment, other than the equipment specifically described in this document is excluded. ESG shall identify the location of all observed defective equipment and notify Owner.

### Commissioning Support

ESG will provide commissioning support for all ESG's Work.

- Commissioning support will include performing weekly walkthroughs to verify equipment installations with ESG and Owner.
- Commissioning support will include performing walkthroughs with authority having jurisdiction to verify equipment and installations of equipment are code compliant.

### Closeout Documentation

ESG will submit all of the following documentation for ESG and Owner's approval:

- Product Data Sheets
- Operation and maintenance manuals for each building
- Completed start-up documentation (if not included in O&M manual)
- ESG's warranty letter
- Manufacturers' warranty documentation
- Permit sign-off from authority having jurisdiction

**Energy Management Services Agreement**

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**Energy Management Services Agreement**  
**ATTACHMENT B: PROJECT COST AND SAVINGS**

<b>Project Costs:</b>	
Project Install Price:	\$1,377,371 (Customer's total obligation to Contractor)
Project Contingency:	\$0 (Customer controlled contingency)
<b>Total Financed Cost:</b>	<b>\$1,377,371</b>
<b>Project Credits:</b>	
Third-Party Funds:	\$201,961.66 (Estimated utility rebates or incentives)
Grants:	\$772,036.89 (Estimated State or Federal grant funds)
Other:	\$0.00 (Include any other funds used to buy-down the Total Finance Cost)
<b>Total Project Credits:</b>	<b>\$973,998.55 (Not Guaranteed)</b>
<b>Net Project Cost:</b>	<b>\$403,372.37</b>

Performance Period Fee: (The fee includes the Operations and Maintenance Oversight Fee and Measurement & Verification Fee)		Total Performance Period Fee	
Year	O&M Fee	M&V Fee	Total Performance Period Fee
1	\$0.00	\$4,812.00	\$4,812.00
2	\$0.00	\$4,908.24	\$4,908.24
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00
5	\$0.00	\$0.00	\$0.00
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
8	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$0.00	\$0.00	\$0.00
11	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	\$0.00
13	\$0.00	\$0.00	\$0.00
14	\$0.00	\$0.00	\$0.00
15	\$0.00	\$0.00	\$0.00
16	\$0.00	\$0.00	\$0.00
17	\$0.00	\$0.00	\$0.00
18	\$0.00	\$0.00	\$0.00
19	\$0.00	\$0.00	\$0.00
20	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$9,720.24</b>	<b>\$9,720.24</b>

Summary	Amount
Total Financed Cost	\$1,377,370.92
Total Credits	\$973,998.55
Net Project Cost	\$403,372.37
Total Fees	\$9,720.24
Total Costs & Fees	\$413,092.61

## Energy Management Services Agreement

### Estimated Annual Savings Overview

Year	Energy/Utility Savings/\$	Operational Savings/\$	Total Savings/\$
1	\$26,772	\$6,128	\$32,900
2	\$27,575	\$6,251	\$33,826
3	\$28,403	\$6,376	\$34,778
4	\$29,255	\$6,503	\$35,758
5	\$30,132	\$6,633	\$36,765
6	\$31,036	\$6,766	\$37,802
7	\$31,967	\$6,901	\$38,868
8	\$32,926	\$7,039	\$39,965
9	\$33,914	\$7,180	\$41,094
10	\$34,932	\$7,323	\$42,255
11	\$35,980	\$7,470	\$43,449
12	\$37,059	\$7,619	\$44,678
13	\$38,171	\$7,772	\$45,942
14	\$39,316	\$7,927	\$47,243
15	\$40,495	\$8,086	\$48,581
16	\$41,710	\$8,247	\$49,958
17	\$42,961	\$8,412	\$51,374
18	\$44,250	\$8,581	\$52,831
19	\$45,578	\$8,752	\$54,330
20	\$46,945	\$8,927	\$55,872
		Total Savings	\$868,271

**ATTACHMENT C**  
**ENERGY SAVINGS GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN**

**1.0 DEFINITIONS**

When used in this Energy Savings Contract (herein, the "Performance Guarantee", "Guarantee", the "M&V Plan" or, simply the "Plan"), capitalized words shall have the meanings ascribed to them below. Terms defined within the parties' Guaranteed Energy Savings Performance Contract (the "Agreement" or "Contract") shall have the same or similar meaning when used herein; provided, however, that a conflict between the terms of the Agreement and this Guarantee shall be resolved with respect to this M&V Plan by giving precedence to terms defined within this Section 1.0. Furthermore, for purposes of clarity, the term "Project" or "project," when used herein shall refer to the parties' Project, identified and defined within the Agreement.

**"Acceptance of Installation"** means an authorized representative of the Owner has inspected and accepted that ESG installed Measures are operational and providing beneficial use. The Owner's acceptance shall not relieve ESG from responsibility for latent construction and/or installation defects or responsibility for continued compliance with contract requirements, including but not limited to warranty obligations, during the Guarantee Term.

**"Adjusted Base Year Energy Cost"** means the baseline period energy consumption plus/minus any applicable adjustments or weather normalization multiplied by the applicable Energy Costs.

**"Annual Savings"** is defined as the amount of Energy and Operational Cost Savings achieved during a given Guarantee Year.

**"Approval"** means the Owner has completed review of submittals, deliverables or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has concluded there is not reason to believe that the documents do not conform to contract requirements. The Owner's approval shall not relieve ESG from responsibility for complying with the Contract requirements.

**"Baseline Annual Peak Sun Hours" or "TMY Solar Irradiance"** reflects the minimum number of annual hours of sunlight intensity or irradiance necessary to produce the anticipated Solar Production. This figure is stipulated between the parties and is based upon historically available weather data of documented Solar Intensity from the Typical Metrological Year (TMY-3) Weather Data from Bradley International Airport, Windsor Locks, CT. It reflects a TMY-3 (typical metrological year) during the Annual Peak Sun Hours Baseline Period. Please refer to the appendix for the Baseline Annual Peak Sun Hours and

related solar activity used to calculate Solar Capacity Production. See Section 7.0 Solar PV Data Collection and Data Analysis to Be Performed of this M&V Plan for further details.

**“Baseline Period”** is defined as the twelve month period beginning January 2022 and ending December 2022.

**“Beneficial Use”** (also referred to as “Substantial Completion”) is defined as the date an ECM, Measure, or piece of equipment is capable of being used as it is intended by the Owner.

**“Construction Period” or “Installation Period”** is the period of time commencing upon execution of the Agreement and concluding prior to the first day of the month immediately following the Owner’s Final Acceptance of the Project.

**“Current Year Energy Cost”** means the Guarantee Year energy consumption plus/minus any applicable adjustments multiplied by the applicable Energy Costs.

**“Delivery Point”** means the Facilities’ delivery point(s) on the Owner’s side of the Utility meter where the System connects to the existing electrical system serving Owner’s Facilities, as designated in Owner’s actual interconnection agreement with the Utility.

**“Energy Baseline”** shall be the energy consumption prior to the installation of the Measures at the facilities. The Energy Baseline will consist of all Baseline Period energy bills applicable to the meters in the Project. It may also consist of any estimated usage for unmetered energy consumption, provided such estimated usage is documented in Section 4.0, Table B, below.

**“Energy Conservation Measure(s)” or “(ECM)(s)” or “Measure(s)”** is defined as the installation of new equipment/facilities, modification and/or alteration of existing equipment/facilities or rate structures or revised operations and maintenance procedures intended to reduce energy consumption or costs of facilities/energy systems, improve equipment efficiency or provide equipment that complies with existing standards, codes and applicable laws.

**“Energy and Operational Savings”** is the sum of the Energy and Operational Cost Savings as defined herein.

**“Energy Savings” or “Energy Cost Savings” or “Solar Production Savings”** is the measurable, measured and verified, or in the case of O&M or stipulated, where indicated, reduction or avoidance of Energy and Operational Costs resulting from the implementation of the Measures.

**“Energy Costs”** shall mean charges for fuel adjustments, base services, transmission, tariffs, and distributions. The Energy Costs will normally be derived or imputed from the

facility's utility bills, or contractual baseline.

"Facilities" shall mean those buildings and equipment owned by the Owner from which the energy and operational cost savings will be realized. Abbreviation for the Facilities are listed below:

Abbreviation	Facility
HTH	Hamilton Town Hall

"Final Acceptance Date" reflects the date at which all of the Work is *substantially complete* (see below) and all punchlist items have been addressed and the Final Acceptance Certificate (see Exhibit 3) has been executed by Owner.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month immediately following the Final Acceptance Date and ending on the day prior to the first (1st) anniversary thereof.

"Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, (a) failure or interruption of the production, delivery or acceptance of Electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism; economic sanction or embargo; epidemic or quarantine; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority; the failure to act on the part of any governmental authority; (b) the unavailability of Electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence or good faith effort); (c) the requirement by the Utility that the System discontinue operation for any reason; (d) the appropriation or diversion of Electricity by sale or order of any governmental body having jurisdiction thereof; (e) the failure of the System to be utilized by or under the control of the Party claiming Force Majeure.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the Term.

"Guarantee Year" is defined as each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guarantee Year Annual Peak Sun Hours" reflect the observed number of annual hours of sunlight intensity (irradiance) in a given Guarantee Year. This figure is based

irradiance data obtained using a pyranometer installed at the solar array. In the absence of available data from the pyranometer, weather data recorded for the Guarantee Year for Danbury Municipal Airport, Danbury, CT will be used. Refer to Sections 7.2 and 7.3 of this M&V Plan for further details.

**"Guaranteed Savings"** is defined as the amount of Guaranteed Energy and Operational Cost Savings guaranteed by ESG, including any applicable electric and thermal energy production from distributed generation assets installed as part of the final project.

**"Metering"** refers to the manner in which either the solar or cogeneration generated Electricity delivered to the customers' Facilities shall be measured – by a meter monitoring system installed by ESG as part of the System(s).

**"Net Metering"** is a billing arrangement where customers who produce their own electricity can receive a credit on their electric utility bills for any extra electricity produced by the customer that flows back onto the electric utility's distribution system.

**"Installation Period"** is the period of time that begins upon the Agreement's execution and lasts until the day before the beginning of the First Guarantee Year.

**"Industry Engineering Standards"** when used herein, mean and include those commonly accepted means and methodologies used by performance contracting engineers for the purpose of identifying anticipated future Energy Savings, Operational Savings, and Capital Cost Savings. Industry Engineering Standards include, but are not limited to, lifecycle costing, R.S. Means estimating methods (developed by R.S Means Company), historical data, manufactures' data, and/or the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE")

**"Operational Costs"** or **"Operating Costs"** or **"Maintenance Costs"** or **"O&M Costs"** shall include the costs associated with operating and maintaining the Facilities. Examples include the cost of inside and outside labor to repair and maintain systems and equipment, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment. Operational Costs are detailed within Section 9.0 of this M&V Plan.

**"Owner"** shall mean the Town of Hamilton, Massachusetts.

**"Retrofit Isolation Method"** (if applicable to this Project) refers to Measurement and Verification methodologies that require pre-retrofit and post-retrofit measurements to isolate energy consumption and costs of specific facility equipment and systems impacted exclusively by this Agreement.

**"Savings"** used in reference to Energy Savings, or Operational Savings, or Capital Costs Savings refer to measured, measurable, and/or agreed upon and stipulated reduction in

Energy or Operational or Capital Costs.

**"Solar Production"** or, simply, **"Production"** means the amount of Electricity (kWh) and Demand (kW) produced by the System based upon defined parameters herein, including baseline annual sun hours.

**"Solar Production Savings"** reflect Energy and Demand Savings resulting from the PV System production.

**"Substantial Completion"** see "Beneficial Use".

**"System(s)"** or **"PV System(s)"** means the total functional assembly of the Photovoltaic (PV) panels, electrical wiring, combiner boxes, disconnects, inverters, monitoring devices, etc., that produces electricity to the Delivery Point.

**"Term"** shall be twenty (20) years.

**"Total Guarantee Year Savings"** is defined as the amount of Energy Costs Savings, Operation & Maintenance Savings and Solar Production Savings realized by the Facilities in each Guarantee Year as a result of the Work.

**"Utility"** is the Owners' electric, natural gas, and other utility providers.

**"Utility Cost Escalation"** is the escalation rate applied to utility rate as stipulated between Owner and ESG as detailed within Section 4.2 of this M&V Plan.

## 2.0 TERM

The Term of this Guarantee shall commence on the first (1st) day of the first month immediately following the Final Acceptance Date. The Initial Term of the Guarantee and the M&V Plan is two (2) years. As detailed in Section 3.2.1, Owner has the option to extend the Guarantee and M&V Plan for additional years resulting in a total possible term of 20 years.

## 3.0 SAVINGS GUARANTEE

**3.1 Guarantee.** ESG guarantees to the Owner that the Facilities will realize in each Guarantee Year savings in Energy and Operational Costs (the "Energy and Operational Savings") collectively equal to the amounts shown in Table 1a below. At the end of each Guarantee Year ESG will present the Owner with an Energy Savings Guarantee Report. Guarantee shortfalls shall be addressed as stated in section 3.8.

**3.2 Energy Savings Guarantee Report.** Within ninety (90) days following the end of each Guarantee Year, ESG will provide the Owner with an annual Energy Savings Guarantee Report ("Report"). The Owner will assist ESG in generating the Report by authorizing ESG to contact utility companies directly for true copies of all bills pertaining to Energy Costs and consumption together with access to the Owner's relevant accounting records, and facilities to monitor any installed equipment relating to such Energy Costs, Consumptions, and Savings pertaining to the Energy Savings Guarantee. Data and calculations utilized by ESG in the preparation of its Report will be made available to the Owner, along with such explanations and clarifications as the Owner may reasonably request. In the event that ESG is not provided immediate access to utility bills from the Utility, ESG will contact a Representative from the Owner to obtain this information. If there is a delay in receiving the information the ninety (90) day period will be reasonably extended based on when such access is obtained.

### 3.2.1 Termination or Extension

The Owner at its discretion may choose to extend the M&V Plan. In order to extend the M&V Plan beyond the Initial Term, the Owner must provide written notice to ESG within thirty (30) days of ESG's delivery of the Energy Savings Guarantee Report. If Owner makes such request, the parties agree that ESG will provide an invoice for the payment of such Guarantee extension, which shall be paid by the Owner prior to the initiation of further Guarantee and Reporting obligations (generally, the "M&V" Services"). Owner acknowledges all such extensions of M&V Services shall be continuous and unbroken and the failure to extend the M&V Services in any single Guarantee Year shall preclude any extension of such M&V Services in any future Guarantee Year, whether or not such Guarantee Year falls within ESG's projected savings and Guarantee, identified in Table 1a below. If at any point the Owner declines to extend the M&V Services in compliance with this Section 3.2.1, it agrees that ESG shall no longer be obligated

to perform the remaining M&V Services, the Total Guaranteed Saving shall be considered fully satisfied and this Agreement will be terminated.

Additionally, if Owner fails to pay the annual fee for the M&V Services within sixty (60) days of receipt of annual Performance Period Fee invoice, ESG has the right to terminate this Guarantee and M&V Plan. In this event, both parties agree that ESG's duty to deliver the Total Guaranteed Savings during the Guarantee Period shall be considered fully satisfied. Both parties further agree that upon this occurrence, ESG shall no longer be obligated to perform the remaining M&V Services and this Agreement will be terminated.

Owner shall have the option to terminate this Guarantee by providing written notice to ESG of such intent at any time within thirty (30) days of the expiration of the then-current Guarantee Year. In such instance, the parties agree that ESG's duty to deliver the Total Guaranteed Savings during the Guarantee Period shall be considered fully satisfied. Both parties further agree that upon this occurrence, ESG shall no longer be obligated to perform the remaining M&V Services and this Agreement will be terminated.

**3.2.2 Operation and Maintenance Savings.** Operational Savings have been reviewed and accepted by the Owner and are described in Table 1a - Savings Guarantee. No further verification is required for these savings. Operational savings will begin to accrue on the date of Substantial Completion of each ECM.

**3.3 Additional Savings.** ESG may identify other Energy and Operational Savings opportunities during the construction period or during any Guarantee Year. Additional Energy and Operational Savings that can be demonstrated as a direct result of ESG efforts that result in no additional costs to the Owner beyond the costs identified in this Agreement will be included in the annual Energy Savings Guarantee Report for the applicable Guarantee Year(s).

**3.4 Savings Prior to Final Acceptance Date.** All Savings realized by the Owner that result from activities undertaken by ESG prior to Final Acceptance Date, including any utility rebates or other incentives earned by the Owner as a direct result of the installed energy conservation measures provided by ESG, (or "Construction Period Savings") will be added to the First Guarantee Year actual Energy Savings amount.

**3.5 Cumulation of Savings.** The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the amount identified and determined as set forth in Section 4.0 – Table 1a. Energy Savings that are achieved by the upgrades and modifications in the Agreement prior to completion of the entire retrofit project (or construction savings) will be added to the First Guarantee Year's actual Energy Savings amount.

- 3.6 Hours and Practices.** To achieve these energy savings, ESG and the Owner agreed upon the building operating hours in Section 6.0 of this M&V Plan.
- 3.7 Activities and Events Adversely Impacting Savings.** The Owner shall, with reasonable promptness, notify ESG of any activities known to the Owner, which Owner does believe or should reasonably believe will adversely impact ESG's ability to realize the Guaranteed Savings. If this type of situation occurs over the Guarantee Period ESG shall be entitled to reduce its Guaranteed Savings, or make necessary adjustments to the Energy Baseline in order to quantify the changes in the facility. This will allow ESG and the Owner to recognize and document any such adverse impact to the extent that such adverse impact is beyond ESG's reasonable control.
- 3.8 Contractor's Obligation in Event of Guarantee Shortfall.** In the event any single Guarantee Year Report shows a Guarantee shortfall in accordance with Section 3.1, ESG will compensate the Owner the amount of such Guarantee shortfall in a form agreed to by the Owner. ESG may, in addition to payment of the amount of the shortfall, elect to cure, at ESG's sole and exclusive cost, the Guarantee shortfall in all areas consistent to the Project through the provision of additional energy conservation or generating measures. Following ESG's curative efforts pursuant to this Section 3.8, ESG shall perform additional M&V Activities for the purpose of supplying a supplemental M&V Report to the Owner. "M&V Activities" pursuant to this Section 3.8 may include, but are not necessarily limited to, performing diagnostic analyses utilizing controls installed as a part of the Project and evaluating the current status of the Measures to determine whether maintenance activities are required to be performed by the Owner.

#### 4.0 GUARANTEE SAVINGS AND BASELINE

ESG guarantees that the Work will result in the following sum of Total Guaranteed Year Savings over the Term as outlined in Table 1a. Table 1b shows the overall project financial benefits that includes the ESG guaranteed energy savings as well as the expected revenues coming from other sources, which are not guaranteed by ESG:

**Table 1a – Guaranteed Savings**

Year	Annual Energy Savings		Annual Operational Savings	Total
	Guaranteed Annual Energy Cost Savings	Agreed Upon Annual Energy Cost Savings	O & M Savings	
<b>Install Period</b>				
1	\$26,772	\$0	\$6,128	\$32,900
2	\$27,575	\$0	\$6,251	\$33,826
3	\$28,403	\$0	\$6,376	\$34,779
4	\$29,255	\$0	\$6,503	\$35,758
5	\$30,132	\$0	\$6,633	\$36,765
6	\$31,036	\$0	\$6,766	\$37,802
7	\$31,967	\$0	\$6,901	\$38,868
8	\$32,926	\$0	\$7,039	\$39,965
9	\$33,914	\$0	\$7,180	\$41,094
10	\$34,932	\$0	\$7,323	\$42,255
11	\$35,980	\$0	\$7,470	\$43,450
12	\$37,059	\$0	\$7,619	\$44,678
13	\$38,171	\$0	\$7,772	\$45,943
14	\$39,316	\$0	\$7,927	\$47,243
15	\$40,495	\$0	\$8,086	\$48,581
16	\$41,710	\$0	\$8,247	\$49,957
17	\$42,961	\$0	\$8,412	\$51,373
18	\$44,250	\$0	\$8,581	\$52,831
19	\$45,578	\$0	\$8,752	\$54,330
20	\$46,945	\$0	\$8,927	\$55,872
<b>Total</b>	<b>\$719,377</b>	<b>\$0</b>	<b>\$148,894</b>	<b>\$868,271</b>

**Table 1b –Overall Project Savings and Non-guaranteed Revenue Table**

Year	Annual Energy Savings		Annual Operational Savings	Annual Revenue				Total
	Guaranteed Annual Energy Cost Savings	Agreed Upon Annual Energy Cost Savings	O & M Savings	Utility Incentives	Green Communities Grant	SMART Program Funding	ITC Grant	
<b>Install Period</b>								
1	\$26,772	\$0	\$6,128	\$151,923	\$500,000	\$2,665		\$687,488
2	\$27,575	\$0	\$6,251			\$2,650	\$211,321	\$247,797
3	\$28,403	\$0	\$6,376			\$2,636	\$60,716	\$98,130
4	\$29,255	\$0	\$6,503			\$2,617		\$38,375
5	\$30,132	\$0	\$6,633			\$2,599		\$39,364
6	\$31,036	\$0	\$6,766			\$2,581		\$40,383
7	\$31,967	\$0	\$6,901			\$2,563		\$41,431
8	\$32,926	\$0	\$7,039			\$2,545		\$42,510
9	\$33,914	\$0	\$7,180			\$2,527		\$43,621
10	\$34,932	\$0	\$7,323			\$2,509		\$44,764
11	\$35,980	\$0	\$7,470			\$2,492		\$45,941
12	\$37,059	\$0	\$7,619			\$2,474		\$47,153
13	\$38,171	\$0	\$7,772			\$2,457		\$48,399
14	\$39,316	\$0	\$7,927			\$2,440		\$49,683
15	\$40,495	\$0	\$8,086			\$2,423		\$51,004
16	\$41,710	\$0	\$8,247			\$2,406		\$52,363
17	\$42,961	\$0	\$8,412			\$2,389		\$53,763
18	\$44,250	\$0	\$8,581			\$2,372		\$55,203
19	\$45,578	\$0	\$8,752			\$2,356		\$56,686
20	\$46,945	\$0	\$8,927			\$2,339		\$58,211
<b>Total</b>	<b>\$719,377</b>	<b>\$0</b>	<b>\$148,894</b>	<b>\$151,923</b>	<b>\$500,000</b>	<b>\$50,039</b>	<b>\$272,037</b>	<b>\$1,842,270</b>

**Notes:**

1. The Guaranteed Savings is for total dollars saved; the performance guarantee does not apply by M&V option, fuel type or ECM.
2. Savings are escalated for years 1-20 as outlined in Section 4.2.
3. Utility incentives, Green Communities Grant funding, SMART program funding and ITC Grant funding are detailed in section 7.4
4. O&M savings are detailed in section 8

**Table 2 – Building Baseline Information (Jan 2022 through Dec 2022)**

Building Name	Square Footage	Population	Building Type	Address
Hamilton Town Hall	12,415	25	Public services - Municipal Office & Meeting Space	577 Bay Rd, South Hamilton, MA 01982

**Table 3 – Electric Baseline Account Information (Jan 2022 through Dec 2022)**

Building Name	Account Number	Meter Number	Tariff
Hamilton Town Hall	16104-81001	57357752	General Service - Small C/I G-1

**Table 4 – Electric Baseline Information (Jan 2022 through Dec 2022)**

Facility Name	Peak Monthly kW	Annual kw	Total kw \$	\$/kw	Annual kWh	Total kWh \$	\$/kWh
Hamilton Town Hall – Baseline	26	257	\$0	\$0	55,960	\$13,542	\$0.242
Hamilton Town Hall – Baseline Adjustment	0	0	\$0	\$0	17,379	\$4,206	\$0.242
Hamilton Town Hall – Final Adjusted Baseline	26	257	\$0	\$0	73,339	\$17,747	\$0.242

**Notes:**

1. Town of Hamilton, MA, commodity supplier of electricity during the baseline is Constellation NewEnergy and the local distribution company (LDC) is National Grid.
2. The "Peak Monthly kW" demand is defined as the highest billing period demand that occurred during the 12 month baseline period.
3. The "Annual kW" demand is defined as the summation of the individual billing period demands for the baseline period.
4. The "Total kW \$" is defined as the summation of the individual billing period demand costs for the baseline period and does not include fixed charges.
5. The "\$/kW" rate is defined as the "Total kW \$" divided by "Annual kW" for the baseline period.
6. The "Total kWh \$" is defined as the summation of the individual billing period kWh costs for the baseline period minus "Total kW \$" and any fixed charges.
7. The "Total Non-Fixed \$" is defined as the summation of the total costs for the baseline period including and demand charges minus any fixed charges.
8. The "Overall Total \$" is defined as the summation of the total costs for the baseline period including any demand and fixed charges.
9. The "\$/kWh" rate is defined as the "Total kWh \$" divided by "Annual kWh" for the baseline period (i.e. does not include demand and fixed charges).
10. For additional detail on the baseline adjustment, see section 3 of the IGA Report.

**Table 5 – Natural Gas Baseline Account Information (Jan 2022 through Dec 2022)**

Building Name	Account Number	Meter Number	Tariff	Therms	Overall therm \$	\$/Unit
Hamilton Town Hall – Baseline	41716-14360	2208206	G-41 Commercial Heat	5,754	\$9,449	\$1.64
Hamilton Town Hall – Baseline Adjustment	41716-14360	2208206	G-41 Commercial Heat	926	\$1,521	\$1.64
Hamilton Town Hall – Final Adjusted Baseline	41716-14360	2208206	G-41 Commercial Heat	6,680	\$10,969	\$1.64

**Notes:**

1. Town of Hamilton, MA, commodity supplier and local distribution company for Natural Gas during the baseline is National Grid.
2. The “Therms” shown is the summation of the billed therms of natural gas for the baseline period.
3. The “Total Non-Fixed \$” is defined as the summation of the total costs for the baseline period including any demand charges minus any fixed charges.
4. The “Overall Total \$” is defined as the summation of the total costs for the baseline period including any demand and fixed charges.
5. The “\$/Unit” cost is the total 12 month total utility costs, including demand and fixed charges, divided by the total summation of the baseline “Therms” (i.e. does not include fixed charges).
6. The “Total Blended \$/Unit” cost is the total 12 month total utility costs, including demand and fixed charges, divided by the total summation of the baseline “Therms” (i.e. includes fixed charges).
7. Account 41716-14360 will be decommissioned as a result of this project; there will no longer be natural gas service to the Hamilton Town Hall.

**4.1 Adjustments to the Guarantee.** The Guaranteed Savings will be adjusted to account for material changes, where material is defined as any change or changes that may increase or decrease the energy consumption of the Facilities. These adjustments could be routine or non-routine adjustments including, but not limited to the following:

- a. Changes in the hours of operation of any buildings constituting any part of the Facilities.
- b. Changes in the occupancy of the buildings constituting any part of the Facilities.
- c. Changes in the structure of buildings constituting any part of the Facilities, such as architectural features or building components.
- d. Modifications or renovations to the buildings constituting any part of the Facilities, which may or may not change the conditioned space.
- e. Changes to the ECM's.
- f. Changes in utility prices and/or rate structure.
- g. Change in utility suppliers.
- h. Change in the method of utility billing or purchasing with respect to the Facilities.
- i. Addition or deletion of energy consuming equipment at the site.
- j. Weather variance from base year to current year.
- k. Owner's failure to adhere to operating and maintenance responsibilities as defined by the equipment manufacturer.
- l. New outside air ventilation needed to bring any buildings constituting any part of the Facilities up to state government code.
- m. Required increases in light levels to bring any buildings constituting any part of the Facilities up to state government code.
- n. Any condition, which affects the energy demand or consumption of Facilities, caused by Owner or its agents.
- o. Force Majeure events that impact energy demand or consumption of the Facilities.
- p. If it is later discovered that other energy sources or utility bills were not included in the original baseline ESG reserves the right to modify and or adjust the original contract baseline to include the missing energy and or utility information.

Owner will be responsible for providing ESG notice of actual or proposed material changes to the site and its anticipated effect on energy usage and consumption. Owner must notify ESG no less than thirty (30) days before a planned material change occurs, or within seventy-two (72) hours of an emergency or unplanned material change.

Owner agrees to:

- a. Not make any material changes to the initial building control's system program without prior notice to ESG.
- b. Not place the building control system in a permanent 'on' status, nor will Owner manually operate or override any part of the building control system except upon equipment failure or emergency conditions.
- c. Provide access for ESG to adjust the ECMs to ensure optimal operation and maximum energy savings, provided that such does not adversely impact Owner's use of the Facilities and/or ECMs.

- d. Maintain the building operating hours and settings for heating and cooling as specify in section 6.0 General Operating Conditions and Assumptions.

**4.2 Escalation Rates.** The annual Escalation Rates listed below are agreed upon as part of the Guaranteed Energy and Operational Savings listed in Table 1a and for the O&M costs listed in Section 8.0. ESG and Owner agree to the escalation rates listed in Table 6 below:

*Table 6 – Escalation Rates*

ENERGY COST ESCALATION/YR	3.0%
OPERATIONAL COST ESCALATION/YR	2.0%
SOLAR CAPACITY ESCALATION/YR	-0.55%

The actual utility cost escalation that will be applied in the M&V Report for all O&M savings quantities and all ECMs will be the higher of:

- (1) Table C above
- (2) Actual energy escalation rate

The escalation of Baseline Energy Costs for utility and maintenance rates begins in Year 1 of the reporting period.

**4.3 Applicable Energy Rate.** The Baseline Unit Energy Costs escalated as outlined in Section 4.2 will be used in determining the Adjusted Base Year Energy Cost.

**5.0 BASELINE UNIT ENERGY COSTS**

The base year unit cost for each utility (electricity, natural gas, and water) are presented in the figure below. These rates will be escalated annually, using mutually agreed upon escalation rates presented in Section 4.2, and will be applied to the verified energy savings to determine the annual verified energy and operational cost savings.

*Table 7 – Energy Unit Costs*

Facility	Electric Energy (kWh)	Electric Demand (kw)	Natural Gas (therms)
	(\$/kWh)	(\$/kW)	\$/therm
Hamilton Town Hall	\$0.242	\$0	\$1.64

Note:

- 1. All dollar per unit costs shown in the baseline energy unit cost are for the base year.

**6.0 GENERAL OPERATING CONDITIONS AND ASSUMPTIONS** - The operating conditions for the Guarantee are set forth below and were used for all calculations made in this M&V Plan. These operations were agreed upon between the Owner and ESG.

*Table 8 - Hours and Practices*

Facility	Number of Staff	Typical Hours of Operations	Typical Weekend Activities & Runtime
Hamilton Town Hall	25	M-F 8am – 5pm	None

**Notes:**

1. Ventilation is only required during occupancy. Outside Air dampers will be shut during periods of unoccupancy.
2. During times listed for occupied ventilation schedule, units are able to economize, outside of that schedule all outside air dampers should be closed.
3. Outdoor air ventilation shall not be operated greater than per ASHRAE 62.1-2019 standards for all HVAC equipment located within the project.
4. Holidays are scheduled for unoccupied schedule which include but not limited to the following:
  - a. New Year's Day (January 1).
  - b. Birthday of Martin Luther King, Jr. (Third Monday in January).
  - c. Washington's Birthday (Third Monday in February).
  - d. Memorial Day (Last Monday in May).
  - e. Independence Day (July 4).
  - f. Labor Day (First Monday in September).
  - g. Columbus Day (Second Monday in October).
  - h. Veterans Day (November 11).
  - i. Thanksgiving Day (Fourth Thursday in November).
  - j. Christmas Day (December 25).
5. For any event that results in a Facility being Unoccupied, the Facility should be put into an unoccupied mode of operation

## 7.0 M&V APPROACH

The M&V Plan developed for this project is designed to detail the methodologies used to verify savings for this project's specific ECMs. This plan was developed to align with the guidelines provided by the *International Performance Measurement and Verification Protocol* (IPMVP). This Agreement includes the M&V Option D savings approach for verifying savings related to this project. The following table summarizes the M&V Option to be applied for each ECM.

Table 9 – M&V Option by ECM

ECM Description	M&V Option (Electric)	M&V Option (Fuel)
Lighting and Controls	D	D
Major Mechanical, HVAC systems	D	D
EMS & DDC	D	D
On-site Generation & Renewables	D	D
Plug Load Controls	D	D

## 7.1 OPTION D SAVINGS

Option D: Calibrated Simulation uses facility energy simulation software to predict facility energy use. Savings determined with Option D are based on computer simulation models of physical systems which are used to predict facility or process energy consumption and demand. These types of models are based on engineering equations that capture the physics and details of the systems included in the measurement boundary.

Option D is especially useful when reporting-period energy data are unavailable or obscured by factors that are difficult to quantify. Sometimes it is too difficult to predict how future facility changes might affect energy use. Industrial-process changes or new equipment often make the computation of non-routine adjustments so inaccurate that Options A, B or C would create excessive error in the savings determination, as is the case with the Town of Hamilton project.

Option D will be utilized for the appropriate buildings and accounts listed in Table B. The software used will be **eQUEST**, a graphical modeling platform built on the DOE 2 simulation engine. Modeling for this project was completed using the latest (i.e. at the time of contract execution) **eQUEST build date software (7175)** using the **DOE-2.3 engine**. All simulations were and will continue to be performed by eQUEST-trained ESG personnel who are experienced with both the software and related calibration techniques.

**Please note all eQUEST model files are included in IGA Appendix C.**

The following outlines the methodology for verifying savings using an M&V Option D approach.

### STEP 1: ENERGY MODEL CALIBRATION

The accuracy of the savings depends on how well the simulation models actual equipment performance and how well calibrated is it to metered energy performance. Calibration is achieved by verifying that the simulation model reasonably predicts the energy patterns of the facility by comparing model results to a set of calibrated data. These calibration data include measured energy data, independent variables and static factors.

Simulation inputs were adjusted to match both the demand and consumption data from monthly utility bills, within acceptable tolerances (i.e., "calibrated"). Close agreement between predicted and actual annual *total* energy is not sufficient.

The steps in calibrating the simulation are listed below:

- Compile 12 months of utility bills from a period of stable operation
  - ESG compiled 24 months of utility data; January 2022 – December 2023
  - The time period January 2022 – December 2022 was used to calibrate the model
  - See IGA Appendix A for complete details
- Compile detailed equipment and operating data from the facility
  - Data logging of space temperature, relative humidity, light levels, occupancy and equipment runtime was conducted from 1/24/24 – 2/12/24.

- Logged data was used to calibrate the energy savings model.
- Assume other necessary input parameters, and document them
- Whenever possible, gather actual weather data from the calibration period, especially if weather conditions varied significantly from standard-year weather data used in basic simulations
  - A custom weather file was created for the baseline period that was used for the calibration of the model and for all of the ECM parametric runs
  - This weather file is included in IGA Appendix C
- Run the simulation and verify that it predicts operating parameters such as temperature and humidity
- Compare the simulated energy results with the metered energy data from the calibration period, on an hourly or monthly basis
- Evaluate patterns in the differences between simulation results and calibration data.
- Revise input data and repeat the steps above to bring predicted results within the calibration specifications.
  - For this project, ESG used a month-to-month calibration target of 10% and an annual calibration target of 5%.
  - Calibration results are shown in the table below.

Billing Period		Actual baseline	Calibrated model	% Difference	Actual baseline	Calibrated model	% Difference
		kWh	kWh		Therms	Therms	
12/28/2021	1/24/2022	5,220	4,990	4.4%	1,145	1,139	0.5%
1/24/2022	2/24/2022	5,220	5,113	2.0%	1,104	1,091	1.2%
2/24/2022	3/28/2022	5,080	4,918	3.2%	866	845	2.4%
3/28/2022	4/27/2022	3,920	4,053	-3.4%	532	532	0.0%
4/27/2022	5/27/2022	4,240	4,002	5.6%	277	289	-4.3%
5/28/2022	6/28/2022	4,240	4,119	2.9%	74	75	-1.4%
6/28/2022	8/1/2022	4,640	4,891	-5.4%	4	0	100.0%
8/1/2022	8/29/2022	7,280	7,276	0.1%	1	0	100.0%
8/29/2022	9/27/2022	4,200	4,044	3.7%	31	58	-87.1%
9/27/2022	10/28/2022	3,600	3,541	1.6%	255	270	-5.9%
10/28/2022	11/28/2022	3,600	3,878	-7.7%	547	531	2.9%
11/28/2022	12/28/2022	4,720	4,789	-1.5%	918	864	5.9%
Totals		55,960	55,614	0.6%	5,754	5,694	1.0%

## STEP 2: BASELINE ADJUSTMENT

Following the calibration process outlined above, two (2) changes were made to building operations to reflect post-renovation project conditions:

- 100% cooling for the building at the building's current cooling SEER
- Mechanical ventilation in compliance with ASHRAE 62.1
  - This increases heating, cooling and fan energy use
  - Heating and cooling energy use were evaluated at the building's current efficiency % and SEER.

These calculated increases in energy use were then added to the actual building baseline to create a new, adjusted baseline, relative to which the proposed energy conservation measures were evaluated against. See tables below for complete details.

These adjustments were taken to avoid penalizing the energy project for needed expansions of the cooling system and to bring the building up to current mechanical and energy code. This was also done to expand the addressable load for the solar PV array to reflect actual conditions to prevent under-sizing and ensure net-zero (or near net-zero) energy usage.

Month	Model Calibration Baseline (kWh)	Model Baseline with Adjustment (kWh)	Baseline Adjustment (kWh)	Contractual baseline (kWh)	Final Adjusted Contractual Baseline (kWh)
Jan	4,990	5,355	365	5,160	5,525
Feb	5,113	5,736	623	5,280	5,903
Mar	4,918	5,493	575	5,080	5,655
Apr	4,053	4,749	696	3,920	4,616
May	4,002	5,265	1,263	4,120	5,383
Jun	4,119	6,931	2,812	4,360	7,172
Jul	4,891	10,267	5,376	4,640	10,016
Aug	7,276	8,880	1,604	7,280	8,884
Sep	4,044	6,024	1,980	4,200	6,180
Oct	3,541	4,422	881	3,440	4,321
Nov	3,878	4,579	701	3,760	4,461
Dec	4,789	5,292	503	4,720	5,223
TOTAL	55,614	72,993	17,379	55,960	73,339

Month	Model Calibration Baseline (therms)	Model Baseline with Adjustment (therms)	Baseline Adjustment (therms)	Contractual baseline (therms)	Final Adjusted Contractual Baseline (therms)
Jan	1,139	1,160	21	1,145	1,166
Feb	1,091	1,119	28	1,104	1,132
Mar	845	1,027	182	866	1,048
Apr	532	698	166	532	698
May	289	383	94	277	371
Jun	75	105	30	74	104
Jul	-	-	-	4	4
Aug	-	-	-	1	1
Sep	58	71	13	31	44
Oct	270	344	74	255	329
Nov	531	664	133	547	680
Dec	864	1,049	185	918	1,103
TOTAL	5,694	6,620	926	5,754	6,680

### STEP 3: DETERMINATION OF ENERGY SAVINGS

Following calibration of the simulation model, the following equation can be applied using two (2) versions of the calibrated model: one with the ECMs and one without them. Both versions would use the same set of operating conditions:

$$\text{Savings} = [\text{Baseline energy from the calibrated model without ECMs}] - [\text{Reporting period energy from the calibrated model with the ECMs}]$$

This equation presumes that the calibration error equally affects both models.

The determined savings persist only if the simulated operating methods continue, since the

reporting-period energy is predicted using the simulation software. ESG will perform periodic inspections to identify changes from baseline conditions and modeled equipment performance, and simulation runs will be adjusted accordingly.

**METHODOLOGY FOR ASSIGNING DOLLAR VALUES TO SAVINGS**

Savings will be monetized using the Energy Costs presented in Section 5.0 and escalated annually according to Section 4.2. In the event of a utility rate decrease, the utility rate(s) used to assign dollar cost will not drop below that of the escalated base year. In the case of Fuel Switch savings, the rate differential shall not drop below that of the escalated Baseline Period.

**BASELINE PERIOD ADJUSTMENTS**

Proper analysis and comparison can only be achieved if the environmental and facility parameters are equal to those of the base year. Examples of factors that affect the environment and facility parameters are weather, energy rates, facility schedules, and changes in equipment. The baseline may need to be adjusted to equalize the parameters of the current year so that an accurate analysis can be performed and valid savings can be measured. In essence, the adjustment process shows what the costs and usage would have been in the base year, under the current conditions, for an ‘apples to apples’ comparison. These adjustments typically cover:

- Standardize for the Number of Days in a Billing Period
- Normalize the Differences in Outdoor Temperature Through Degree Days
- Changes In Facility Occupancy and Use
- Additions or Deletions of Energy Using Equipment
- Additions or Deletions of Square Footage
- Changes in Energy Prices and / or Rate Structures

Savings calculations may also be adjusted for new outside air ventilation requirements; changes in operational modes (i.e. – addition of air conditioning); and changes to comfort levels. Consistent with Section 4.1, the Owner will notify ESG of any material changes in Facility operations, occupancy levels, hours of operation, structure, equipment or any other changes that are reasonably expected to affect energy use. The impact of such changes on the guaranteed energy savings amount will be monitored through the energy monitoring systems and savings calculated through engineering analysis by ESG.

*Table 10 – Source of Year 1 - Annual Option D Savings*

ECM DESCRIPTION	Guaranteed Option-D Savings
Lighting and Controls	\$5,078
Major Mechanical, HVAC systems	\$6,677
EMS & DDC	\$0
On-site Generation & Renewables	\$13,656
Plug Load Controls	\$581
Totals	\$25,992

**Note:**

- Energy Costs are agreed to escalate annually throughout the Guarantee Term as outlined in Section 4.2 of this M&V Plan. Details of escalation are found in Section 4.2 of this M&V Plan.
- Calculated values shown in this Table 10 are based on Baseline Period utility rates and are un-escalated full year savings. See Table 1 for escalated values.

**Proposed Option D Savings by Building**

Table 11 below presents the cumulative proposed savings from all ECMs, including fuel switching, to be verified using an M&V Option D approach by building.

*Table 11 - Hamilton Town Hall*

	Total Energy Use (MMBtu/yr)	Electrical Consumption (kWh/yr)	Natural Gas Consumption (therms/yr)	Fuel Oil Consumption (gallons/Yr)	Propane Consumption (gallons/Yr)
Baseline Consumption	918.3	73,339	6,680	-	-
Post-Installation Consumption	38.43	11,259	0	-	-
Savings	879.88	62,080	6,680	-	-
<b>Notes:</b> <ol style="list-style-type: none"> <li>1. MMBtu=1,000,000 Btu.</li> <li>2. If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).</li> <li>3. All savings costs shown in year 0 (un-escalated) dollars</li> </ol>					

## OPTION D ADJUSTMENTS – SOLAR PHOTOVOLTAIC (PV) SYSTEM

For the Solar Photovoltaic (PV) system the following adjustment methodology will be used, where the energy generated by the system will directly be measured by kWh metering.

ESG will install, as part of the solar PV installation a smart meter that is capable of registering the energy produced by the installed Solar PV systems. When the Solar PV system generates energy, it will be deducted from the use of the building. In the event that the Solar PV system generates more energy than the building utilizes, the utility will measure that excess on-site generation to be used in a future billing cycle. The utility will reconcile the building usage and on-site generation annually (time period to be determined Solar PV system is online and operating), and the utility will credit any excess generation not used by the building based on customer's utility rate structure. This approach for recognizing Solar PV system benefits is called Net Metering.

Post-installation, the Solar PV system will collect and monitor the generation and output of the solar array. Pyranometers (one (1) per array) will be installed as part of the PV system to collect post-installation irradiance data. This data will be stored on local hardware for a minimum of 18-month period and will be downloaded and analyzed. The solar capacity generation will decrease by 0.55% annually, beginning one year following Substantial Completion of the PV System. Adjustments to the baseline will be made to account for variances in the actual daylight (Solar Irradiance) observed from the Baseline Annual Peak Sun Hours, and the overall condition of the solar array installation. The Solar Energy Production (kWh) is dependent upon Solar Irradiance/Annual Sun Hours values. In the event that Guarantee Year Annual Peak Sun Hours fall below the Baseline Annual Peak Sun Hours, an adjustment to the Baseline will be made to account for the deviation in Sun Hours (irradiance); such that the Guarantee Year Annual Peak Sun Hours will be no less than the Baseline Annual Peak Sun Hours.

The savings for the Guarantee Years shall be based on the actual metered production after solar irradiance normalization. The energy production shall assume the monthly Baseline (reference)

**“Baseline Annual Peak Sun Hours” or “TMY Solar Irradiance”** means the number of annual hours of sunlight intensity or irradiance. Table F below is stipulated between the parties and based upon historically available weather data of documented Solar Intensity from the Typical Meteorological Year Weather Data for Danbury Municipal Airport, Danbury, CT. Please refer to the appendix for the Baseline Annual Sun Hours and related solar activity used to calculate Solar Capacity Production.

The savings for the Guarantee Years shall be based on the actual metered production after solar irradiance normalization. The energy production shall assume the monthly Baseline (reference TMY solar irradiance/Baseline Annual Peak Sun Hours as shown in Table 12 below). The figure presents the anticipated sunshine available (TMY; NREL) from the GPS coordinates 42°39'00.0"N 70°51'00.0"W. Savings will be normalized if the amount of solar irradiance differs from the following Table 12.

Table 12 – Baseline (reference) TMY Solar Irradiance

Month	Solar Irradiance (kWh/m <sup>2</sup> )			
	GHI	DHI	DNI	POA
Jan	53.28	26.70	80.58	31.25
Feb	77.15	35.44	96.81	46.45
Mar	116.05	52.50	125.22	68.00
Apr	143.25	64.44	124.72	81.97
May	164.16	75.69	128.42	90.29
Jun	174.91	83.62	129.40	92.52
Jul	191.36	80.70	157.39	111.85
Aug	168.22	72.64	145.86	98.56
Sept	129.60	52.82	135.75	81.15
Oct	90.88	38.50	110.26	57.47
Nov	53.96	26.27	77.37	32.17
Dec	46.82	22.30	77.67	29.22
Total	1,409.64	631.60	1,389.45	820.90

If the POA solar irradiance is lower than the expected TMY values for a given month, the electrical production will be normalized to baseline POA solar irradiance. On a monthly basis, the average kWh produced per kW h/m<sup>2</sup> of solar irradiance will be calculated and the savings will be adjusted accordingly. The calculation below represents kWh<sub>Adj</sub> actual metered production after solar irradiance normalization:

$$kWh_{Adj} = (kWh_{produced})_{actual} \left( \frac{kWh/m^2_{reference}}{kWh/m^2_{actual}} \right)_{irradiance}$$

On a monthly basis, the kWh<sub>Adj</sub> actual metered production after solar irradiance normalization will be compared to the kWh<sub>produced</sub>.

However, each Guarantee Year will have unique expected annual electrical production due to the annual degradation associated with PV panels. The following figure presents the proposed annual electrical production for each Guarantee Year including the annual degradation factor that has been incorporated in the project financials.

Table 13 – Annual kWh Production Over the Project Term

Performance Year	kWh production
1	57,584
2	57,267
3	56,952
4	56,554
5	56,158
6	55,765
7	55,374
8	54,987
9	54,602
10	54,220
11	53,840
12	53,463
13	53,089
14	52,717
15	52,348
16	51,982
17	51,618
18	51,257
19	50,898
20	50,542
TOTAL	1,081,216

ESG will provide a complete analysis presenting the actual and solar normalized electrical production. This analysis will be compared to the expected electrical production for the given Guarantee Year values.

The savings calculation for the Facilities with Solar PV Systems is shown below.

$$kWh \text{ Energy Cost Savings} = (\text{Guarantee Year kWh produced by the PV System} + kWh \text{ Adjustment})$$

The kWh Adjustment is used for the difference between Baseline Annual Peak Sun Hours and Guarantee Year Annual Peak Sun Hours) x Utility Unblended Consumption kWh Rate for the Baseline shown in table B-1 plus applicable escalation as outlined in Section 4.1, Table C.

For Solar PV, if trend data is not available for generation or irradiance or any part of the Solar Generation System is not operational for more than 15 days during each Guarantee Year, in the absence of intentional or willful failure of ESG to perform, then the Guarantee Year Solar Data from GPS coordinates 42°39'00.0"N 70°51'00.0"W will be used, and a model will be generated (using solar design software systems, such as PVSyst, HelioScope or approved equivalent) to calculate the Solar Array System Production. In the event the weather station data is not available the next closest or other reasonable weather data or historic TMY3 data will be used.

The Guarantee Year energy unit cost for each specific energy type is the total consumption related cost found on the respective utility bill, including charges for consumption, service, power factor, fuel adjustment, etc., divided by total consumption OR the stipulated Baseline energy costs given in Table 7 Unit Energy Costs escalated as outlined in Section 4.1 of this M&V Plan.

ESG will supply meters required by the Scope of Work at no additional cost to the Owner.

The M&V protocol for the solar PV ECM is based on electric meter and pyranometer measurements. Since the electric meter, pyranometer, and associated System control platform are vital to the M&V process, operational, and maintenance responsibilities are discussed next.

During the warranty period, if an electric meter or pyranometer fails or if the PV system electric-generation meter data is impacted due to poor workmanship or defective material, then it is the Owner's obligation to provide timely notification of such issues to ESG. Upon such notification, it is ESG's responsibility to remedy the deficiency within thirty (30) calendar days from notification of the deficiency.

After the warranty period, if an electric meter or pyranometer fails or if the PV system electric-generation data is damaged or malfunctions, then it is the Owner's responsibility to identify and remedy the deficiency within 14 calendar days after identification, such that the data from the PV system meter is available to ESG for the M&V report.

ESG will provide a complete analysis presenting the actual and solar normalized electrical production. This analysis will be compared to the expected electrical production for the given Guarantee Year values presented in the Table 13 above.

Upon Substantial Completion of the PV ECM the operation of the PV system, including the Owner-owned electric meters, pyranometer and associated System control platform that enables web accessibility, is the responsibility of the Owner as ESG has no operational responsibility. In addition, the areas surrounding each Solar PV installation must be kept free of shade from structures, trees, or vegetation over the Guarantee Period. Failure to do so will result in adjustments to the savings and loss of Solar Production.

#### **Activities and Events Adversely Impacting Solar PV Savings.**

ESG shall not be responsible for negative impacts to Solar PV Production or Capacity beyond its reasonable control and that result directly from: (1) actions by the Owner, their selected contractor, or the Utility, or (2) other actions or activities beyond the reasonable control of ESG including, but not limited to,

- Modifications to the Facilities, including the building structure or real estate that cause significant shading over the System;
- Material changes to the System made without the consent of ESG;
- Material changes to the stipulated Baseline Annual Peak Sun Hours identified within this M&V Plan;

- Guarantee Year Annual Peak Sun Hours which represent a decrease from the Baseline Annual Peak Sun Hours;
- Owner delays in signing the interconnection agreement(s) with the utility;
- Improper maintenance that causes water, snow, ice or other material to cover the System;
- Failure to exercise proper operation and basic care and maintenance of the System;
- Failure to adhere to operating and maintenance responsibilities as defined by the equipment manufacturers' System maintenance specifications;
- A Force Majeure event or circumstance that results in physical damage to the System;
- Failure of an Owner-owned electric meter to perform properly or accurately due to lack of maintenance or repair, neither of which are ESG's responsibility after Final Completion and Acceptance of the Work

In addition, the Owner agrees to:

- Not make any changes to the System's controls program that would adversely affect the system's performance without prior notice to ESG.
- Execute the interconnection agreement(s) with the utility in a timely manner.
- Provide access for ESG to adjust the System to ensure optimal operation and maximum Production.
- In the event that Guarantee Year Annual Peak Sun Hours fall below the Baseline Annual Peak Sun Hours, an adjustment to the Baseline will be made to account for the deviation in Sun Hours, such that the Guarantee Year Annual Peak Sun Hours will be no less than the Baseline Annual Peak Sun Hours.

If a condition identified within this Section occurs during the Guarantee Period, ESG shall be entitled to reasonably reduce its Guarantee and/or make additional adjustments to the Baseline in order to account for such occurrences.

**7.4 Additional Project Benefits (Not Guaranteed)**

**REBATES, INCENTIVES AND GRANTS**

ESG will assist in applying for applicable rebates, incentives and grants offered by National Grid and the Massachusetts Green Communities Division. This includes submitting application forms and data on behalf of the Owner and following up with the program administrators to answer any questions or provide additional information. Work is expected to take place during the Installation period and Year 1.

Note: The dollar values below are not guaranteed and ESG is not responsible for delays in the implementation schedule or for interruptions in incentive, rebate or grant approval.

The following ECMs have an estimated total incentive of **\$651,923**

PROPOSED MEASURES	Estimated Rebates (\$)	Source
Lighting and Controls	\$1,661	National Grid
Major Mechanical, HVAC systems	\$150,262	National Grid
Green Communities Grant – Electrification and Decarbonization	\$500,000	MA Green Communities
<b>TOTAL</b>	<b>\$651,923</b>	-

**INVESTMENT TAX CREDIT – DIRECT PAY GRANTS**

ESG will cooperate with Owner’s efforts to apply for Investment Tax Credit (ITC) Direct Pay grants offered by the US Federal Government under the auspices of the 2022 Inflation Reduction Act (IRA). This includes executing documents and/or declarations that the Owner determines are necessary for the ITC and providing additional information to the extent it is required and within ESG’s possession. Owner will prepare and is responsible for the accuracy of any documentation supplied for ESG’s signature. Notwithstanding anything to the contrary herein, ESG makes no representation concerning the availability or applicability of any such tax credits or of their ability to be claimed by Owner. Owner assumes all risk related to such credits, they are not guaranteed by ESG

*Rules associated with the ITC are still pending so the assumptions in the table below represent ESG’s good faith effort of the potential credit that the Owner can expect to receive. ESG will continue to refine its assumptions as additional information is available.*

Note: The dollar values below are not guaranteed and ESG is not responsible for delays in the implementation schedule or for interruptions in incentive, rebate or grant approval.

The following ECMs have an estimated total incentive of **\$272,037**

PROPOSED MEASURES	Estimated Rebates (\$)
Major Mechanical, HVAC systems	\$211,321
On-site Generation & Renewables	\$60,716
<b>TOTAL</b>	<b>\$272,037</b>

**SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART) PROGRAM REVENUE**

The Solar Photovoltaic (PV) system is a Class I renewable energy resource measure designed to generate electricity from a total of 34.6 kW<sub>AC</sub> / 50kW<sub>DC</sub> array at the Hamilton Town Hall. The system was designed using a commercial professional solar system design and analysis software. The PV system is projected to yield 57,584 kWh of electricity in its first year of operation. The system will be behind-the-meter but will be separately metered in order to qualify for the Massachusetts Department of Energy Resources (DOER) Solar Massachusetts Renewable Target (SMART) Program tariff at the rate shown in the table below.

	<b>Hamilton Town Hall</b>
Installed Capacity (kW <sub>AC</sub> )	34.60
Year 1 production (kWh)	57,584
Purchase Price per kWh	\$0.04628

In the event that the structural evaluations and/or regulatory or Utility constraints require a reduction in the capacity of the equipment to be installed as part of the Work provided in connection with this ECM, ESG and Owner agree that the Contract Price, Scope of Work, Guaranteed Savings and the Solar PV SMART Program revenue and Measured Energy Cost Avoidance shall be reduced on a pro rata basis based on the number of kWAC that are changed as part of the ECM. In such event ESG and Owner agree to execute a Change Order to revise the Agreement accordingly.

SMART Program Revenue is a non-guaranteed benefit.

**SMART Program Revenue Summary Table**

Loan Repayment Year	kWh production	SMART Incentive (\$)
1	57,584	\$2,665
2	57,267	\$2,650
3	56,952	\$2,636
4	56,554	\$2,617
5	56,158	\$2,599
6	55,765	\$2,581
7	55,374	\$2,563
8	54,987	\$2,545
9	54,602	\$2,527
10	54,220	\$2,509
11	53,840	\$2,492
12	53,463	\$2,474
13	53,089	\$2,457
14	52,717	\$2,440
15	52,348	\$2,423
16	51,982	\$2,406
17	51,618	\$2,389
18	51,257	\$2,372
19	50,898	\$2,356
20	50,542	\$2,339
<b>TOTAL</b>	<b>1,081,216</b>	<b>\$50,039</b>

**OPERATIONAL SAVINGS**

The operational cost savings for this project are negotiated and agreed upon by the Owner. The operational savings will begin once each ECM has reached Substantial Completion.

Table 14 – Source of Year 1 – Operational Cost Savings

Operational Cost Savings	
ECM Description	Year 0 Savings (Un-escalated)
Lighting and Controls	\$508
Major Mechanical, HVAC systems	\$5,500
Totals	\$6,008

\*Savings are agreed to escalate annually throughout the Guarantee Term as outlined in Section 4.0 of this M&V Plan. Details of escalation are found in Section 4.2 of this M&V Plan.

The Table 14 above outlines the source of the agreed upon operational savings related to the existing maintenance of the appropriate equipment. Upon the Final Acceptance Date, all values presented in Table 14 and the O&M savings in Table 1a will be accepted as the final savings values requiring no further verification or reporting.

#### Key Technical Data and Assumptions Used in Operational Savings

1. Maintenance Savings for replacement of mechanical systems are a result of reduced repair & replacement costs for current equipment that is being replaced. The savings value is the difference between the estimated repair costs (material costs) for existing systems versus new.
2. Lamp and ballast replacement from the lighting improvements will generate material (repair) savings due to longer burn hours of LED system.

#### 7.5 Support Services Agreement

#### ENERGY SERVICES GUARANTEE REPORTING

As part of the Energy Guarantee, Energy Systems Group, LLC (“ESG”) will provide an annual Energy Savings Guarantee Report for the annual sum of \$4,812 for Year 1 escalated annually at 2%. The Year 1 annual fee will be billed upon Final Acceptance of the Project. Thereafter for Guarantee Year 2, the Performance Period Fee will be invoiced upon delivery of the prior year’s Report. The price of such Performance Period Fees for each Guarantee year shall be:

YEAR	Performance Period Fee
Year 1	\$4,812
Year 2	\$4,908
Total	\$9,720

Note: Construction Period M&V Fee is included in the sell price of the project and will not be billed separately.

Should the Owner decide to extend the M&V Services beyond the Initial Term of Years 1-2, the Annual Performance Period Fee will continue to be escalated at a rate of 2% per year, starting in Year 3.

Consistent with Section 3.2 of Attachment C, during the term of the Agreement, Owner may cancel the annual Energy Services Guarantee Report by conveying its request to cancel to ESG in writing within 30 days following delivery of the prior year's annual Energy Services Guarantee Report. If Owner makes such request to cancel the annual Energy Services Guarantee Reports, the parties agree that ESG will no longer be obligated to perform the remaining annual Energy Services Guarantee Reports, and the Energy Savings guaranteed by ESG during the Term of the Agreement shall be considered fully satisfied and the Agreement will terminate. The Owner may choose to extend the M&V Services by providing written notice of its requested extension to ESG within thirty (30) days following ESG's delivery of the current Report. For any extension request, the parties agree that ESG will begin performing M&V Services associated with such requested extension and will be entitled to compensation, therefore. The Owner's failure to request an extension within 30 days following delivery of the Year 2 report, or the report for any subsequent Year, shall result in termination of the Guarantee and M&V Plan. Owner acknowledges any extensions of M&V Services shall be continuous and unbroken, and the failure to extend the M&V Services in any single Guarantee Year shall preclude any performance of such M&V Services in any future Guarantee Year.

Additionally, if Owner fails to pay the annual Performance Period fee within 60 days of receipt of the annual Performance Period fee invoice, ESG has the right to terminate this Guarantee and M&V Plan. In this event, the parties agree that ESG will no longer be obligated to perform the remaining annual Energy Services Guarantee Reports, and the Energy Savings Guarantee contained in the Agreement will be considered satisfied in full and the Agreement will terminate

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**ATTACHMENT D: COMMISSIONING PLAN**

See Appendix F in the Town of Hamilton Investment Grade Audit

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## ATTACHMENT E: PROJECT SCHEDULE

Within 45 days from the execution of this agreement, the Contractor will, for each ECM in each of the buildings, provide a detailed schedule for equipment delivery, when access is needed to perform construction work, building & public safety inspections, date equipment brought on-line, testing and government witnessing, and substantial completion.

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## ATTACHMENT F: PAYMENT APPLICATION AND CERTIFICATION

Excel version is available at <http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities/ems.html>

**CONTINUATION SHEET**

Based on AIA DOCUMENT G703

Based on AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:  
APPLICATION DATE:  
PERIOD TO:  
ESG JOB NUMBER:

A	B	C	D WORK COMPLETED			E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%			
1	<b>Contract Procurement</b>	370,030.14	-	-	-	-	0.00%	370,030.14	-			
a	IGA & Project Development	344,342.73						344,342.73	-			
b	Construction Project Management	25,687.41						25,687.41	-			
2	<b>Energy Conservation Measures</b>	1,007,340.78	-	-	-	-	0.00%	1,007,340.78	-			
a	Lighting and Controls	80,348.50						80,348.50	-			
b	Major Mechanical, HVAC Systems	595,056.87						595,056.87	-			
c	EMS&DDC	121,026.64						121,026.64	-			
d	On-site Generation & Renewables	205,577.77						205,577.77	-			
e	Vending, PCC, Controllers, Fire & Safety	5,331.00						5,331.00	-			
3	<b>Change Orders</b>	-	-	-	-	-	-	-	-			
<b>Contract Totals</b>		1,377,370.92	0.00	0.00	0.00	0.00	0.00%	1,377,370.92	0.00			

DRAFT

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

**TO OWNER:**  
The Town of Hamilton  
577 Bay Road  
South Hamilton, MA 01982

**PROJECT:**  
**CONTRACT DATE:**

**APPLICATION NUMBER:**  
**APPLICATION DATE:**  
**PERIOD TO:**  
**ESG JOB NUMBER**

**Distribution to:**  
**OWNER**  
**CONTRACTOR**

Please Remit To

**FROM CONTRACTOR:**  
Energy Systems Group  
9877 Eastgate Court  
Newburgh, IN 47630

Payment by Mail

ACH & EFT information (inbound & outbound):

Wire Transfers (inbound & outbound):

**CONTRACT FOR:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$1,377,370.92
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$1,377,370.92
4. TOTAL COMPLETED & STORED TO DATE	\$0.00
5. RETAINAGE:	
a. 5% of Total Completed & Stored To Date (Column 1 of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

**CONTRACTOR:**

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

State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021

Notary Public:  
My Commission expires: \_\_\_\_\_

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

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	0.00	
NET CHANGES by Change Order	0.00	0.00

## ATTACHMENT G: TRAINING

### Training of On-site Staff

ESG believes that when working in a community setting there are multiple opportunities to involve residents and staff in an ongoing education program regarding energy use and practical ways to conserve it. In this way ESG, together with The Town of Hamilton can teach the larger community about energy efficiency and reducing carbon footprint. ESG offers customized public relations and communications programs in order to share the successes with the community. In this way, the Town can lead by example on how to become energy efficient while improving facilities.

ESG has a successful track record of providing valuable technical training and supplements its highly skilled training staff with experienced engineers and project personnel. While some areas of the training can be customized, the ECMs implemented in this project are standard in nature and most of the supplied instruction can be tailored during construction. ESG will work closely with key staff and facility operations personnel to deliver educational training and seminars on the operation of their specific ECMs as new assets are being brought on line and will continue this training during the guarantee and maintenance services phase. ESG encourages facility staff to be present when possible during the installation of equipment to further enhance their working knowledge.

### Training plan for each ECM

Training and education are very important components of every ESG Energy Performance Contract. The energy conservation measures implemented to save energy and improve comfort will only achieve the desired results when coupled with proper training of operations staff. The Town operations staff must have a fundamental understanding of how the facility uses energy, and how they can affect energy usage. The same staff members will be trained on how to use the newly installed equipment as a tool to manage energy and building systems.

Training provides education and education leads to behavioral changes which can ultimately break outdated paradigms. As a result, a properly trained and motivated staff of employees will enhance both the Town's and ESG's efforts to meet our mutual energy savings goals. In addition, training supports the goal of increased productivity in the workplace through increased knowledge, communication and understanding. This can lead to improved facility operations and happier staff.

The training program will promote the correct operation of equipment, optimal efficiency, and maximum extension of equipment life throughout the term of the agreement. Training for complex systems will occur on site as our experience has shown that the training that occurs on your specific equipment is always more meaningful than classroom work. Training helps staff members to continually improve and sustain operating efficiency as a proactive operation-and-maintenance function. Training will be conducted by the equipment installer. Town staff is invited to observe all installations for a step by step visual on the process to gain a better understanding of how the equipment and systems work. Detailed operations and maintenance manuals will be developed and presented to Town and School operations staff for future reference.

The result of this training will be staff members who continually improve and sustain operating efficiency. The proposed training method for each ECM is listed in the table below.

**Training Included in Project for Each ECM Type:**

ECM	New Equipment	Topics	Recommended Personnel	Training Hours
Lighting and Controls and Plug Load Controls	Lamps, fixtures, sensors	Occupancy sensor setting procedures; sensitivity and timing variables, setting of high-end trim. LED lighting fixture and sensor maintenance. Download, operation and troubleshooting of control application	Electrical	4
Major Mechanical, HVAC systems	Geothermal wells, well pumps, VFDs. ERVs, VRF FCUs, VRF branch circuit controllers, VRF heat pumps.	VFD controller troubleshooting and maintenance, motor troubleshooting and maintenance. Setpoints and methods of adjusting speed.  Equipment (and system) operation, troubleshooting, safety, inspection & maintenance. Safe work and storage practices. Preventative maintenance requirements.	HVAC, Controls	8
EMS & DDC	Field controllers, sensors, valves, actuators, thermostats	Sequences of operation, setpoints, new points, parameters critical to efficient operation, field controller operation and end user programming. Routine maintenance, recalibration, testing, and overrides. Routine checks on BMS displays for trouble areas and energy waste.	HVAC, Electrical, Controls	8
On-site Generation & Renewables	Solar modules, inverters, optimizers, racking, ballast	System operation, troubleshooting, safety, inspection, emergency procedures, shutdown & maintenance	Electrical	4
Total Training Hours				24

O&M manuals, warranty documentation, and as-built drawings and schedules will be provided prior to the scheduled training activities. A log of the training activities, participants, and systems covered will be maintained by ESG. This training log will be included in the project close-out documentation.

**EXHIBIT 1: NOTICE TO PROCEED**

DRAFT

**EXHIBIT 2: CERTIFICATE OF ACCEPTANCE, FINAL AUDIT REPORT**

The undersigned hereby accepts the content and form of the Energy Study Report.

IN WITNESS WHEREOF, the parties have executed this Form, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[ESCO]

[MUNICIPALITY]

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

[MUNICIPAL AGENCY]

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Office of General Counsel

**EXHIBIT 3: CERTIFICATE OF ACCEPTANCE FORMS**

***[Use this form to accept or reject ECMs or group of ECMs as they are substantially completed. Execute separate certificates for each ECM or group of ECMs.]***

**3.1 CERTIFICATE OF SUBSTANTIAL COMPLETION**

The Contractor warrants the ECM(s) for a period of one (1) year beginning on the substantial completion date (date of beneficial use) printed below.

Substantial Completion Date: \_\_\_\_\_

ECMs:

***[List each ECM or group of ECMs separately.]***

Punch List Items requiring completion for above listed ECMs:

[Contractor]

Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Owner acknowledges receipt of the following Energy Conservation Measure(s) listed below as fully installed, inspected, and in good working condition.

ECMs:

***[List each ECM or group of ECMs separately.]***

[Owner]

Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Owner does not accept that the ECMs listed below are substantially complete.

ECMs/OCMs:

***[List each ECM/OCM or group of ECMS/OCMs separately.]***

[Owner]

Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### 3.2: CERTIFICATE OF FINAL ACCEPTANCE

Owner acknowledges Final Acceptance of all Energy Conservation Measures (the "ECMs") described in Attachment 3: Scope of Work. The execution date below shall be the Final Completion or Final Acceptance Date.

#### Checklist for Owner Acceptance of Completed Project

Task	Initials
All ECMs have been installed.	
All ECMS have been through inspection, start-up, testing, and interactive commissioning.	
Commissioning Report reviewed and approved.	
All discrepancies noted have been corrected; all punch list items are completed in accordance with the Agreement.	
Appropriate training on operations and maintenance (O&M) was conducted for each ECM	
O&M manuals and procedures have been provided.	
Recommended spare parts lists and spares have been provided.	
As-built drawings have been received and approved.	
Customer witnessing of M&V activities documentation completed.	
Utility rebate inspections and paperwork approved and submitted.	
Manufacturer warranty and registration paperwork submitted.	
All ECMs have performed properly for 30 days as of _____.	
Customer final inspection and acceptance is confirmed as of _____.	

ENERGY SYSTEMS GROUP, LLC

TOWN OF HAMILTON

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT 4: PERFORMANCE AND PAYMENT BONDS**

***[Performance and payment bonds must be in place prior to the start of any work.  
Provide proof of construction bonds to DOER.]***

DRAFT

**EXHIBIT 5: DOER ANNUAL SAVINGS REPORT**  
**[An Annual Savings Report for baseline information must accompany a copy of the contract when filing with DOER. The Annual Savings Report may be found on the EMS web page at <http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities/ems.html>]**

**General Instructions:**

File the first baseline report electronically with the executed contract to EMS.DOER@state.ma.us. PDF files of this report will not be accepted. All information should be contained in the EMS contract.

Fill in all fields including total cost, annual savings, and unit savings.

This report is linked to a larger activity report. Do not change the names or placement of existing headings of the report. If additional columns are needed insert the columns where indicated. DOER does not accept reports with changed headings.

File verified savings 90 days after the end date of the specific guaranteed energy cost savings year.

**Summary:**

The page provides a general summary of the project including important dates. In some cases, DOER will provide information such as file dates for RFP, RFQ, etc. The contract should be a municipal official with the authority to contract for the services. Include the estimated operational date in the

**Annual Savings**

The annual savings should be listed in a table or schedule as part of the EMS contract and are the guaranteed savings based on standard M&V calculations. The estimated or contract savings will only change if there are extraordinary circumstances that require an amendment to the contract.

**ECM Savings**

The energy conservation measure savings should be listed in a table or schedule as part of the EMS contract and are the guaranteed savings based on standard M&V calculations for major categories such as lighting, lighting controls, HVAC, etc. The estimated or contract savings will only change if there

**Facilities**

List all facilities included in the contract. This list may be different than the facilities profile submitted with the RFP or RFQ because facilities may be eliminated but not added.

**M&V**

Each project has a Measurement and Verification Plan. This tab is used for verified annual savings only when there is a shortfall; otherwise, the verified savings are reported each year on the Annual Savings tab.

**EXHIBIT 6: FOREIGN CORPORATION RESIDENT AGENT**

**NAME AND ADDRESS OF RESIDENT AGENT:**

Name: C T CORPORATION SYSTEM  
Address: 155 FEDERAL ST., SUITE 700  
BOSTON, MA 02110 USA

FILED

## EXHIBIT 7

### DRAWINGS, BID MANUALS AND SPECIFICATIONS

The drawings, bid manuals and specifications included (as separate electronic files) in this Exhibit are not limited to ESG's Scope of Work, they also refer to the Owner's capital project for the buildings. Only the portions of the sheets in the attached drawings, bid manuals and specifications specifically referenced in the Attachment A Scope of Work are applicable to this Contract. The remaining sheets, or portions thereof, are informational only.

**EXHIBIT X: DOER ANNUAL SAVINGS REPORT-SUMMARY**

Massachusetts Department of Energy Resources

**ANNUAL REPORT FOR ENERGY MANAGEMENT SERVICES PROJECT**

File this report, electronically, to EMS.DOER@state.ma.us. PDF files of this report will not be accepted

**Report Performance Period**

Estimate   x   (initial report upon executing contract; report contract estimates/audit baseline)  
or verified savings

From: \_\_\_\_\_ To: \_\_\_\_\_

Awarding Authority: \_\_\_\_\_ Contractor: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Contract File Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Contract Start Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Term (#yrs.): \_\_\_\_\_  
 City/Zip \_\_\_\_\_ Project Cost: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Year 1 Total Savings: \_\_\_\_\_  
 Email: \_\_\_\_\_ Escalation Rate: \_\_\_\_\_

RFP/RFO File Date: \_\_\_\_\_ Project Acceptance Date: [Estimated date that project will be substantially complete]

Financed Total: \_\_\_\_\_  
 Principle: \_\_\_\_\_  
 Interest: \_\_\_\_\_

**Value and**

Source	Type	Amount
Estimates	Grants	
	Utility Incentives	
	[Other,	



**EXHIBIT X: DOER ANNUAL SAVINGS REPORT- ONSITE ENERGY GENERATION**

**Annual Guaranteed Onsite Electricity Generation**

[Site Name]	Array Size	Electricity Price Increase Factor	Annual Degradation Rate	Guaranteed Electricity Generation	Verified Annual Electricity Generation	Total cost, Year # (\$/yr)	Annual Estimated Cost Savings
Performance Year	Estimated Annual Output		Cost per kWh (if applicable)				
1	0	0		0		\$0	
2	0	0		0		\$0	
3	0	0		0		\$0	
4	0	0		0		\$0	
5	0	0		0		\$0	
6	0	0		0		\$0	
7	0	0		0		\$0	
8	0	0		0		\$0	
9	0	0		0		\$0	
10	0	0		0		\$0	
11	0	0		0		\$0	
12	0	0		0		\$0	
13	0	0		0		\$0	
14	0	0		0		\$0	
15	0	0		0		\$0	
16	0	0		0		\$0	
17	0	0		0		\$0	
18	0	0		0		\$0	
19	0	0		0		\$0	
20	0	0		0		\$0	
						\$0	



# TOWN OF HAMILTON

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## SELECT BOARD

### Select Board Meeting Schedule

01/01/25 – 06/30/25

Monday, January 6, 2025

Tuesday, January 21, 2025

**Monday, February 3, 2025**

**Tuesday, February 18, 2025**

Monday, March 3, 2025

Monday, March 17, 2025

**Monday, April 7, 2025**

**Monday, April 21, 2025**

Monday, May 5, 2025

Monday, May 19, 2025

**Monday, June 2, 2025**

**Monday, June 16, 2025**



P.O. Box 429  
577 Bay Road  
Hamilton, MA 01936

Phone  
Fax  
Web site

(978) 468-5572  
(978) 468-2682  
<http://www.hamiltonma.gov>

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**Town of Hamilton**  
**ARPA FUNDS #0212**

Select Board Authorized Spending per Memo 9/27/2023:	Amount Authorized	FY2023 Spending		FY2024 Spending		FY2025 Spending		Remaining Funds	
Public Health Response to COVID	\$ 75,000.00	\$ 54,748.21	\$ -	\$ -	\$ -	\$ -	\$ 20,251.79	Reclaim	
Municipal Employee Pandemic Stipends	\$ 79,250.00	\$ 79,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	Reclaim	
GAC Pre-Filtration Project	\$ 1,400,000.00	\$ 666,317.01	\$ 645,546.40	\$ 40,597.59	\$ 47,539.05	\$ -	\$ -	Reclaim	
Asbury Grove Backflow Project	\$ 115,000.00	\$ 101,792.70	\$ -	\$ -	\$ 6,780.94	\$ -	\$ 6,486.36	Tim to utilize	
Strategic Plan - Gordon Conwell Seminary	\$ 65,000.00	\$ 62,096.90	\$ -	\$ -	\$ -	\$ -	\$ 2,903.10	Reclaim	
	\$ 1,734,250.00	\$ 964,144.82	\$ 645,546.40	\$ 47,378.48	\$ -	\$ -	\$ 77,180.30		
<b>Select Board Authorized Spending per Memo</b>									
<b>7/17/2023:</b>									
Town Master Plan Implementation	\$ 31,500.00	\$ -	\$ 31,500.00	\$ -	\$ -	\$ -	\$ -		
MVC Cultural Facilities Grant Matching	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00		
ARPA Funds Encumbered through 7/17/2023	\$ 1,815,750.00	\$ 964,144.82	\$ 677,046.40	\$ 47,378.48	\$ -	\$ -	\$ 127,180.30	OBLIGATED??	
<b>Select Board Authorized Spending per Memo</b>									
<b>3/18/2024:</b>									
Single Audit Act - Cifton Larsen Allen LLP Single Audit Expense - already paid	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -	OBLIGATED??	
Sidewalk Repairs & Improvements	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	OBLIGATED??	
Patton Park Improvements	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	OBLIGATED??	
ARPA Funds Encumbered through 3/18/2024	\$ 2,171,250.00	\$ 964,144.82	\$ 682,546.40	\$ 47,378.48	\$ -	\$ -	\$ 477,180.30		
<b>Select Board Authorized Spending per Memo 9/9/2024:</b>									
Security Cameras at Patton Park and the Patton Park Pool	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,969.00	OBLIGATED??	
ARPA Funds Encumbered through 9/9/2024	\$ 2,196,250.00	\$ 964,144.82	\$ 682,546.40	\$ 54,347.48	\$ -	\$ -	\$ 495,211.30		
<b>Total Unencumbered Funds</b>									
	\$ 210,248.91						\$ 210,248.91		
<b>Total Unobligated Funds</b>									
							\$ 280,942.85		



3	B	Continually modifies and improves the long and short term budgeting process utilizing our financial policies.				
3	C	Works with Capital Committee and Develops and updates capital improvement plans to appropriately address Town infrastructure needs. Creates yearly report.				
3	D	Aggressively pursues, researches, reviews and submits on available Federal, State, and private grants in support of prioritized Town operational and capital needs.				
3	E	As Chief Financial Officer properly oversees integrity of Town funds, properly solicits funds and makes informed decisions.				
3	F	Effectively supervises bids and proposals, negotiates and awards contracts in the best interest of the Town.				
4		<b>Planning</b>				
4	A	Anticipates the needs of the Town and develops a proactive approach to developing plans and proposals to meet current and future town needs				
4	B	Follow master plan in determining and planning for future space and facility needs to operate Town government effectively				
4	C	Plans for the timely repair and maintenance of all Town-owned facilities.				
4	D	Demonstrates the ability to successfully deal with unforeseen and uncontrollable local, regional or global events affecting the Town's financial, physical and/or social well being.				
4	E	Periodically reviews and suggests improvements to Town policies and procedures.				
5		<b>Interorganizational Cooperation</b>				
5	A	Works effectively with Federal, State, County, Government representatives, Regional communities, and the HWRS D Committee.				
5	B	Properly Monitors, manages, and works effectively with our Regional and Wenham Shared Services, Employees, and Departments.				
5	C	Maintains good working relationships with other areas of government to, including public safety departments to maximize coordination and economy of service delivery effectively.				
6		<b>Professional Growth and Goals</b>				

6	A	Actively pursues own professional development by attending and participating in professional meetings and training.				
6	B	Models effective management practice through delegation.				
6	C	Properly communicates to the Board of Selectmen, future needs and requirements required to continuously improve job performance as well as town deliverables				
7		<b>Community Outreach</b>				
7	A	Implements town policies and develops plans to gain public support and consensus for them.				
7	B	Does the current Bi-Weekly town manager report an effective system of reporting to the public the current plans and activities of the and present to Select Board & Town staff.				
7	C	Promotes effective and open communications with the public, making full use of all media and personal visibility in representing the Town				
7	D	Demonstrates sensitivity and responsiveness to individuals in accessing Town services.				
7	E	Supports and recognizes the efforts of volunteer in the community including both town and local organizations, and invites them to share and communicate their progress and objectives.				
7	F	Instills an open door, customer friendly attitude on behalf of Town government toward citizen concerns and manages a response to all requests in a timely and professional manner				
8		<b>Priority Goals for Fiscal 2025</b>				
			<b>MET</b>	<b>NOT MET</b>		
1		<b>Water</b>				
1	A					
	B					
2		<b>Cell Tower</b>				
	A					
	A1					
	A2					
	A3					
3		<b>Town Hall</b>				

3	A			
4		Communication		
4	A			
	B			
	C			
	D			
5		3A ZONING		
6		GORDON CONWELL ZONING AND REUSE		
		Task & Support		
1				
		HIGH PRIORITY: Ensure socialization of GCTS recommendations to town at large		
	A			
	B			
	C			
2		Minutes		
3		Onboard HEIC		
4		Sidewalks/safety/visibility		
5		Brickends Contract		
6		Digitization of records		
7		Do or delegation of Board Binder		
		Monitor & Support		
1		Master Plan Implementation		
2		Patton Homestead Future		
3		Patton Park Master Plan Implementation		
4				
5		GCTS MP		
6		Developable Land		