

Minutes of the Renewable Energy Working Group

Meeting Date: Saturday, December 16, 2023

Meeting Opened at: 12:03pm

Members of the REWG Present: Peter Murkett (Chair), Chris Aidun and Rob Hoogs

Members of the REWG Present Remotely: Peter Grealish

Others Attending: None

Prior to proceeding with the agenda, Peter M pointed out that communications among Board members on official matters, including the RFP discussed at this meeting, should be done through the Town email address: REWG@montereyma.gov. Peter said that he would provide web links and passwords for each member to be able to access the email account.

Peter M then proceeded with the agenda.

RFP Draft provided by Beacon Power Services

Chair Peter M described that Beth Greenblatt of Beacon had submitted draft RFP for solar development of the Town landfill a few days before the meeting. This has been sent to all the members and is attached to these minutes. Beth had suggested that we particularly focus on Attachment B containing the description of the premises.

The committee discussed questions they developed based on the limited review the members had time to do before this meeting. It was agreed that these questions plus any others the members develop on closer reading of the RFP will be submitted to Beth before the January 10, 2024 meeting (see below), which she will be asked to attend.

Following are the questions of members:

1. It is unclear to the committee *why battery storage is listed in the RFP as optional* and whose option it is (developer or Town?). Perhaps this relates to uncertainty as to whether the storage component will be on the Gould Farm (GF) site, which isn't a direct part of the RFP. Beth is asked to clarify and we will explore whether modifications should be made to reflect the Town's desire to only receive a single bid, and whether or not it includes a storage proposal.
2. *Timetable*. Beth will be asked to describe the steps from finalizing the RFP to accepted bid that the REWG can take to the Select Board and Town Meeting for approval.
3. Beth is asked to please note that *zoning is not in place to allow GF* to do the piece of the project the REWG has discussed with them. An expected Special Town Meeting in Winter could act on zoning amendments needed for GF to proceed with the project. If not, it will have to be done at Town Meeting when the winning bid is presented for Town approval.

As an aside, it was discussed that the zoning bylaw amendment needed for the Town landfill and GF solar projects must still be presented at a Planning Board hearing before it can be presented at a Town Meeting. Peter agrees to contact the Planning Board chair to discuss a schedule for a public hearing.

4. On the first page of Attachment B it says a *privately owned parcel is available* for consideration at GF. We need GF to confirm that they are comfortable with this statement. Peter M proposed an alternative formulation for GF's approval as follows: "The Town parcel is surrounded by land belonging to a nonprofit organization that is also interested in developing a large-scale solar array in coordination with the Town landfill project."
5. *Car Ports*. These are not mentioned in the RFP. Beth will be asked whether there is any reason why they were not included.
6. Beth will be asked to state in Attachment B that GF intends mixed-use agriculture with ground mounted solar.
7. PILOT Agreement. The terms, scope and applicability of the PILOT Agreement are unclear to the committee members. Beth will be asked to explain it to REWG. Changes to the RFP description of this may be appropriate to improve clarity.
8. We understand that there are *two parts to the RFP bids* to be submitted: price and non-price proposals. The RFP states that all non-price proposals must be evaluated first. Is that a requirement of Mass Law? If not, is it the most efficient way to evaluate bids?
9. It was pointed out that the RFP should require engineering *licenses* of firm members *and consultants*.
10. *Design*. Add "any components that could be shared with adjacent property."
11. *O+M*. The committee noted favorably that the RFP calls for solar installation integration of pollinator habitat.
12. More detail is probably required in Attachment B on what is intended by the Town with respect to the *battery storage system* desired.
13. More detail should be included on fire protection and *coordination with Town Fire Dept.*
14. More detail should be included on *community shared solar* and how it would work.
15. *Zoning Approval*. This approval will have two components: Zoning Board approval and Planning Board of Appeals approval.
16. Beth will be asked to include in the RFP a requirement for *public presentations by the developer* to the Town residents so they may learn about the project, and at Town Meeting to answer technical questions.
17. *Community Shared Solar*. The Attachment refers to public benefits besides the financial benefit. Please advise what these are. Please describe these in more detail in the RFP for the benefit of the Select Board and Town residents.

18. The *description of the premises* needs work, which we will pass along specifically at our meeting with Beth.

19. WM J Gould. Please correct to William J. Gould or Wm. J. Gould.

20. Contrary to the description in Appendix B, some of the GF land is subject to *conservation restrictions*. Please note this

21. Please remove references to the *Fire Station and Town Hall*.

22. *Open Space Plan*. The Town's existing Open Space and Recreation Plan has expired. The Town is working on a new plan. Please reflect this in Attachment B.

23. In Attachment B please describe the *updating of the zoning bylaws* discussed above.

24. Should the RFP state that the developer assumes the proposed required zoning is adopted?

27. The committee would like Beacon's view as to whether to *eliminate Fox Hill property* (i.e., the land behind the Firehouse) from the bylaw amendments.

Zoning Bylaw Amendments to Enable the RFP etc.

Discussion was held about a proposed comprehensive solar bylaw amendment that the REWG has previously deliberated over, including several drafts prepared by Rob. Rob referred to the Lenox Amendment recently passed which has some good provisions, such as liberalizing rooftop solar by increasing the size of permitted unlicensed ground mounts. Lenox didn't deal with carport or battery storage in their bylaws, two subjects we may wish to address in our comprehensive zoning bylaw project.

Peter M suggests that we see if the Lenox Fire Dept gave pushback on anything in their new solar bylaw. Rob will talk to the town planner to find out.

It was agreed to wait until the bid for the Town landfill solar project is approved at a Town Meeting before the REWG turns to working on a more comprehensive revised zoning bylaw. The REWG should let the Town know that such a revision is in the works for a later date.

Residential Solar

The REWG discussed how the committee could aid residents in the development of residential solar. The suggestion is that we spend 2024 doing public outreach and holding one or more forums providing education.

The REWG discussed using the MassEnergize program to train a group of Town residents interested in pursuing this initiative. It was agreed that someone other than a current committee member should be sought to lead this project. Peter suggested Stuart Litwin. Also discussed were John Sellew and Rocky Greenberg. All agreed that Peter would ask them about their interest but seek one to take the lead.

Minutes

Chris pointed out that the September 20 minutes, i.e., the most recent meeting, are posted on the Town website. Any member with further comments should raise them at the next meeting.

Next Meeting

The members agreed that the next meeting would be held on January 10, 2024, at 5 pm. Beth Greenblatt will be invited to the meeting to answer questions about the RFP.

Adjournment

Peter M moved that the REWG adjourn. Chris seconded and it was unanimously approved. The meeting adjourned at 1:17pm.

Attachment: Town Landfill Solar Project RFP

REQUEST FOR PROPOSALS

for

LEASE OF PUBLIC REAL PROPERTY FOR THE EXCLUSIVE INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM

Under Massachusetts General Laws ("M.G.L."), c. 30B § 16,
Real Property Disposition

For the

TOWN OF MONTEREY

(Awarding Authority)

Town Contact

Name:

Title:

Procurement Contact

Name: Ms. Beth Greenblatt

Title: Owner's Agent

Mandatory Pre-Proposal ZOOM Conference

Date:

Time:

Responses Due

Date:

Time:

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SECTION A: OVERVIEW

1. Introduction

The Town of Monterey (“Town” or “Monterey”) seeks proposals, pursuant to M.G.L. c. 30B, §16, Real Property Disposition, from solar energy developers (“**Respondents**”) to Lease real property pursuant to a Lease Agreement in a form of which is included in this Request for Proposals (RFP) at Attachment D, and to install, own, operate, maintain and ultimately decommission a solar photovoltaic energy system and optionally a battery energy storage system. A description of the public real property, hereinafter referred to as “Premises”, is located in Attachment B to this RFP.

The Lease Agreement, any Energy Generation (Net Metering or Alternative on-Bill) Credit Purchase Agreement and any Payment in Lieu of Tax (“PILOT”) Agreement shall be for an initial term of twenty (20) years, with optional extensions as negotiated between the Parties.

It is the desire of the Town to site Solar Energy System or Systems, and optionally a Battery Energy Storage System (hereinafter referred to as Solar PV System), for the benefit of the Town, its residents, businesses, neighboring communities, and the environment. In the Fall of 2023, Town Meeting Members authorized the Select Board to:

- issue a comprehensive RFP for the use of the landfill parcel for the development of Solar PV System(s);
- qualify one or more of the Solar PV Systems as Community Shared Solar System(s), as defined by the Massachusetts Department of Energy Resources; and
- provide the energy generation credit benefits from the Solar PV System(s) to the Town’s municipal facilities, Town residents and businesses, and neighboring communities.

This RFP is being issued to allow the Town to evaluate multiple options and determine the Solar PV System and financial arrangements that best meet the Town’s interest with respect to technical, economic, and environmental benefits, among other factors.

The Town is interested in receiving proposals for a Solar PV System on the Town’s closed landfill parcel for the Base Project as defined in Attachment C of this RFP, and any Optimized Project as defined by the Respondent. **Respondents are required to submit a proposal for the Base Project** and are encouraged to provide proposals for any Optimized Projects. Please refer to Attachment C of this RFP for additional details.

Additionally, in connection with this RFP the Town advises interested Respondents that a privately-owned parcel immediately adjacent to the Town’s landfill parcel, is available for consideration for development of Solar PV Systems. The Town anticipates that the construction of multiple large-scale ground-mounted Solar PV Systems sited adjacent to one another will provide economies of scale with respect to procurement of equipment and materials and is anticipated to support proportional cost sharing of National Grid interconnection upgrade costs.

The Town notes however that any award made by the Town is **exclusively** for the development of Solar PV Systems on the closed landfill and optionally atop of Town buildings located at the site. Any award made for development on the private property is exclusively at the discretion of the private property

owner and the commercial terms of such engagement shall be exclusively negotiated between the selected Respondent and the private property owner. A detailed description of the Town's parcel and the adjacent privately-owned parcel is provided in Attachment B.

The Town will evaluate all proposals and reserves the right to select one or more proposals that provide the most economic benefit to the Town. In addition to other rights reserved herein, the Town reserves the right to cancel this RFP in its discretion and to the fullest extent permitted by law. An award under this RFP is subject to approval by the Select Board, in addition to any other approvals that may be required.

Mandatory Pre-Proposal ZOOM Conference – The Town is hosting a **Mandatory** Pre-Proposal ZOOM Conference instead of an On-Site Pre-Proposal Conference.

The Mandatory Pre-Proposal ZOOM Conference will be held on XXXX, at XXX XX. Only those Respondents, or a member of the Respondent's team, that participate in the Mandatory Pre-Proposal ZOOM Conference will be permitted to submit proposals. **Interested Respondents are required to R.S.V.P. to the Town's Owner's Agent, Beth Greenblatt of Beacon Integrated Solutions at bgreenblatt@beacon-llc.com by no later than XXXX on XXXX, to obtain ZOOM meeting credentials.** Attendance in the Mandatory Pre-Proposal ZOOM Conference will be recorded. A tour of the Premises will be scheduled by appointment and addressed during the Mandatory Pre-Proposal ZOOM Conference.

Questions Deadline:

All questions pertaining to this RFP must be submitted electronically to Peter Murkett, Chair of the Monterey Renewable Energy Working Group at petermurkett@gmail.com with a copy to Beth Greenblatt at bgreenblatt@beacon-llc.com prior to 3:00 PM EDT on XXXXX.

Proposals must be received by XXXXX no later than 3:00 PM at the following address:

Mailing Address:

Town of Monterey
Attention: Mr. Peter Murkett
Chair, Renewable Energy Working Group
435 Main Road
Monterey, MA 01245

All materials must be contained in a single envelope or package clearly labeled "**Solar Photovoltaic System**". Within each envelope or package, the Respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the proposal on behalf of the Respondent. Proposal pricing shall remain firm for ninety (90) days from the proposal deadline. It is the intent of the Town to award a contract within this time.

The Respondent's proposal shall include in separate sealed envelopes a "**Non-Price Proposal**" and a "**Price Proposal**."

- The **Non-Price Proposal** must include 1 original and 6 double-sided hard copies and an electronic copy on a CD-ROM or flash drive in Adobe (PDF) format and shall be placed in a sealed envelope within the outer package marked with the Respondent's **company name**, and plainly marked in the lower left-hand corner: "**Solar Photovoltaic System-Non-Price Proposal.**"
- The Price Proposal must be submitted on a CD-ROM or flash drive, and all price offers must be provided in the **Microsoft Excel Proposal Pricing Workbook** issued in connection with this RFP. Respondents are invited to provide any explanation or additional pricing detail which is not otherwise included in the Pricing Workbook in written form, provided such submission includes 1 original and 6 double-sided hard copies. All written documentation, along with the CD-ROM or flash drive, shall be placed in a separate sealed envelope within the outer package marked with the Respondent's company name, and plainly marked in the lower left-hand corner: "Solar Photovoltaic System-Price Proposal."

All Proposals should be written in ink or typed. If there is any correction with whiteout, the person signing the statement of qualifications must initial the correction.

It is the Respondents' responsibility to see that its proposal is delivered within the time and at the place prescribed. The Town will open no proposals until after the due date. Proposals may be withdrawn upon written request (on the letterhead of the Respondent and signed by the person signing the proposal) and must be received prior to the due date. Proposals may be modified in the same manner. No proposal or modification thereof received after the due date will be considered.

The selected Respondent shall be required to:

- not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, handicap, marital status, veteran status, age, sexual orientation, or sex of such persons;
- take affirmative action to ensure that unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, handicap, marital status, veteran status, age, sexual orientation, or sex of such persons does not take place; and
- cause all subcontractors to comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

A Respondent filing a proposal thereby certifies that:

- 1) no officer, agent, or employee of the Town who has participated in contract negotiations on the part of the Town has a pecuniary interest in the proposal;
- 2) the proposal is made in good faith without fraud, collusion, or connection of any kind with any other prospective Respondent for the same RFP; and
- 3) the prospective Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

The right is reserved, as the interest of the Town may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof.

Interested parties may request an electronic copy of the RFP document by request to Beth Greenblatt at bgreenblatt@beacon-llc.com. The RFP, supporting documents and all issued Addenda will be made available through a Dropbox site. All supporting documents will only be provided by electronic download from the Dropbox site. **Only those entities participating in the Mandatory Pre-Proposal ZOOM conference will be given access to the Dropbox site**, and such access will occur in connection with the first Addendum issued after the Mandatory Pre-Proposal ZOOM Conference. It is the Respondent’s responsibility to check prior to the due date for any Addenda issued as a result of questions or changes needed in this RFP.

This RFP contains the following Attachments:

Attachment A – Proposal Forms

- Attachment A-1 – Respondent Information Form
- Attachment A-2 – Certificate of Non-Collusion
- Attachment A-3 – Attestation Regarding Filing of Tax Returns
- Attachment A-4 – Disclosure of Beneficial Interests in Real Property Disclosure
- Attachment A-5 – Certification Regarding Debarment
- Attachment A-6 – Certificate of Authority
- Attachment A-7 – Checklist

Attachment B – Description of Parcels

Attachment C – Proposal Pricing Workbook

Workbook in MS Excel format

Attachment D – Specimen Town Solar Lease Agreement

PROJECT SCHEDULE

Request for Proposals Issued and Posted in the Central Register	XXX
Mandatory Pre-Proposal ZOOM Conference	XXX
Site Tours by Appointment	TBD
Questions Due to the Town	XXX
Responses to Questions/Addenda Issued by the Town	XXX
Proposals Due to the Town (See address requirements in RFP)	XXX

2. Purpose

The Town is issuing this RFP for the Disposition of Real Property under M.G.L. c. 30B § 16. The goal of this RFP is to lease a portion of the Premises for purposes of generating electricity from a ground-mounted Solar PV System and optionally a Battery Energy Storage System on the closed landfill, and on the roof surfaces of the two Town buildings located on the parcel. The Town will evaluate the proposals in accordance with the criteria stated in this RFP to determine the most advantageous opportunity to the Town, including the best value to the Town.

To this end, the Town seeks to enter into a long-term Lease Agreement for the use of Town property at the Premises, a Credit Purchase (Net Metering or Alternative On-Bill) Agreement for a portion of the annual generation and a PILOT Agreement covering the personal property tax obligation of the Selected Respondent.

The Town is interested in leasing its Parcels for an Initial Term of twenty (20) years. At the expiration of the Initial Term, the Lease may be extended at the sole discretion of the Town or by agreement of the Parties, and if extended, will be on the same terms and conditions established for the Initial Term. A specimen form of Lease is provided in Attachment D. The successful Respondent shall enter into a lease substantially in the form so provided. The Town desires the highest financial return consistent with good design and construction for ground-mounted Solar PV System on a closed landfill that is fully compliant with federal, state, and local laws, regulations, standards, bylaws, codes, and requirements, and the requirements of the local electric distribution company.

The Town seeks proposals from entities in the business of developing Solar PV Systems. The selected Respondent will, at its sole cost, design, permit, install, own, operate, maintain, service, repair, and ultimately decommission the Solar PV System, restore the property to its original condition, and will be solely responsible for complying with (and for paying all of the associated costs) State and Local permitting, designing, owning, insuring, commissioning, interconnection, metering, operating, maintaining, monitoring, securing and reporting the Solar PV System.

The selected Respondent will be responsible for all obligations and costs imposed upon the Town under the relevant tariff(s) of National Grid with respect to the interconnection of the Solar PV System, and any additional obligations imposed on the Town in connection with any issued Post Closure Use Permit issued by the Massachusetts Department of Environmental Protection (“MassDEP”).

The selected Respondent will also be responsible for payment of all taxes, including without limitation real and personal property taxes arising from the lease of Town property and the Solar PV System(s). In October 2021, the Massachusetts Department of Revenue (“MA DOR”) issued Information Guideline Release (IGR) No. 21-24 providing guidance to local officials regarding the changes in local property tax laws included in Sections 61, 62, 63, 97 and 98 of Chapter 8 of the Acts of 2021, An Act Creating A Next-Generation Roadmap for Massachusetts Climate Policy (the “Act”), which was signed by Governor Baker into Law on March 26, 2021, and which amends Massachusetts General Laws (“M.G.L.”) Chapter 59 Section 5, Clause 45 and adds Chapter 59 Section 5, Clause 45B.

Under M.G.L., Section 5 of chapter 59, clause forty-fifth exempts from taxation the personal property of certain renewable generating systems as follows:

An owned or leased solar powered system, wind powered system or a solar or wind powered system that is co-located with an energy storage system, as defined in section 1 of chapter 164, that is: (i) capable of producing not more than 125 per cent of the annual electricity needs of the real property upon which it is located; provided, however, that the real property shall include both contiguous or non-contiguous real property within the same municipality in which there is a common ownership interest; (ii) a solar or wind powered system or a solar or wind powered system that is co-located with energy storage that is equal to or less than 25 kilowatts or less in capacity, provided that the capacity of the system is verified by department of energy resources incentive program documentation or electric distribution company permission to operate documentation; or (iii) a solar or wind powered system or energy storage system, or a combination therein, that has entered into an agreement for payment in lieu of taxes associated with the system with the municipality where the system is located.

The exemption under this clause shall be allowed for a period of 20 years; provided, however, that upon a written agreement between the owner of the solar or wind powered system and the municipality where the system is located, an exemption with a period greater than 20 years may be allowed.

As noted by MA DOR in its guidance, a PILOT Agreement under the amended Clause 45th can include all personal property taxes regarding the system and any real property taxes attributable to the land on which the system is located, only if the land and the solar system are in common ownership. If the land on which the solar system is located is not owned by the same person or entity that owns the solar system, the taxes on the land cannot be included in the PILOT Agreement.

SECTION B. GENERAL TERMS AND CONDITIONS

1. Receipt and Opening of Proposals.

The Town will accept sealed proposals until the time and location indicated in this RFP. The Town will prepare a listing of responses available for public inspection.

2. Form of Response.

Proposals must be submitted in the format prescribed in the RFP and must include the Forms attached to this RFP in Attachments A-1 through A-7 and the Microsoft Excel Proposal Pricing Workbook provided in connection with Attachment C. No change shall be made in the phraseology of the forms in Attachment A or in the item or items mentioned herein. The proposal must contain the name and proper address of the Respondent, be signed by a responsible member of the Respondent with his/her signature and official title. Except as otherwise provided in this RFP, responses that are

incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected.

Submission of a proposal shall be conclusive evidence that the Respondent has examined the Premises, the Lease Agreement and is familiar with all the conditions of this procurement. Upon finding any omissions or discrepancy in the proposal documents, the Respondent shall notify the Town immediately so that any necessary Addenda may be issued. Failure of the Respondent to completely investigate the Premises and/or to be thoroughly familiar with the contract documents (including plans, specifications and all addenda) shall in no way relieve the Respondent from any obligation with respect to the proposal.

3. General Submission Requirements.

- a) Packages containing responses must be sealed and addressed as specified in this RFP.
- b) Any Respondent may withdraw or modify its proposal by written request at any time prior to the due date. Telephone or email responses, amendments or withdrawals will not be accepted.
- c) After the due date, a Respondent may withdraw, but may not modify, its proposal except in a manner that is not prejudicial to the interest of the Town or to fair competition. Negligence on the part of the Respondent in preparing the proposal confers no rights for the modification of the proposal after it has been opened.
- d) Proposals received prior to the due date will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified.
- e) All substantive inquiries from prospective Respondents concerning this RFP must be submitted electronically in writing to Peter Murkett at petermurkett@gmail.com with a copy to Beth Greenblatt at bgreenblatt@beacon-llc.com by the date indicated on the Schedule. The Town will respond to all questions through the issuance of Addenda, and such responses will be posted in the Dropbox. Only those participants in the Mandatory Pre-Proposal ZOOM Conference will have access to the Dropbox and will receive email notifications advising of the issuance of all Addenda.
- f) The Town may in its discretion waive any and all informalities or allow the Respondent to correct them.

4. Submission of Non-Price Proposals

The **Non-Price Proposal** must demonstrate that it **meets the minimum qualifications and requirements** of this RFP by including the following documents:

- a) Certification of Examination, signed and submitted on the form attached to this RFP as Attachment A-1.

- b) Documentation that the Respondent and/or its affiliates, subsidiaries or partners has successfully constructed at least two (2) ground-mounted Solar PV System installations on closed landfills sized at a minimum of 500 kW DC.
- c) Documentation evidencing that the Respondent is responsible, demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work required by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with M.G.L. c. 149, § 44D.
- d) Department of Capital Asset Management and Maintenance (“DCAMM”) certificates of eligibility **and** Update Statements. A member of the Respondents team must be certified as a Prime Contractor in either of the following categories: Electrical or Energy Management Systems.
- e) Certification of financial interest disclosure and of non-collusion, signed and submitted on the form attached to this RFP as Attachment A-2.
- f) Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 62C, § 49A, signed and submitted on the form attached to this RFP as Attachment A-3.
- g) Disclosure of any Beneficial Interests in Real Property signed and submitted on the form attached to this RFP as Attachment A-4.
- h) Certification Regarding Debarment signed and submitted on the form attached to this RFP as Attachment A-5.
- i) Certificate of Authority – Must be submitted only if the President or Owner of the firm does not sign the Respondent’s transmittal letter and Certification.
- j) Letter of transmittal, signed by an individual authorized to bind the Respondent contractually, certifying that the Respondent will, if selected to negotiate the contract with the Town, and be prepared to promptly and actively participate in such negotiations.
- k) Certification that the Respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.
- l) Detailed information on Respondent’s successful implementation and management of Community Shared Solar projects.
- m) Documentation demonstrating that all Minimum Criteria requirements have been satisfied.

5. Submission of Price Proposals.

The Respondent shall be responsible for all project costs including, but not limited to the furnishing of all materials, services, labor, performance and payment bonds, insurance, and other costs incurred in

the preparation of this response and the performance of the contract. Such pricing proposals must be signed by an individual authorized to contractually bind the Respondent's firm.

The **Price Proposal** must include:

- a) Prices and information per the Proposal Pricing Workbooks as provided in Attachment C to this RFP. Please note that the Town requires pricing proposals for the Base Project and will accept any Optimized Project(s) options as proposed by the Respondent. Electronic Proposal Pricing Workbooks are provided as part of this RFP in MS Excel format. Pricing Proposals must be made using the electronic workbooks provided and returned in MS Excel format. **Omission of this requirement will be considered non-responsive.**
- b) **Decommissioning Assurance is required no later than at Commercial Operations.** Respondent must indicate the amount of Decommissioning Assurance offered for each System and the form of Decommissioning Assurance offered.
- c) **For the Base Project:** Respondent must provide a fixed lease rate on a per kilowatt (\$/kW) DC basis for each Solar PV System in order to establish a pricing baseline and allow the Town to evaluate the proposals on a level playing field.
- d) **For the Optimized Project:** Respondent must provide a fixed lease rate on a per kilowatt (\$/KW) DC basis for each Solar PV System of optimal size, as determined by the Respondent. If Respondent has determined that the Base Project reflects the Optimized project, Respondent must provide the same information for each Project. The Optimized project will be fully evaluated and considered the optimal solution proposed by the Respondent.
- e) **Personal Property Tax,** Respondents shall provide a property tax payment in the form of a dollar per kilowatt (\$/kW) DC per year. To the extent the selected Respondent is required to pay higher or lower personal property tax (\$/kW) DC on an annual basis, and such increase or decrease has an impact on the lease rate offered, Respondent must provide a formula that allows the Town to reconcile such adjustments. The Town notes that the provided rate (\$/kW DC) will be considered during the pricing evaluation, but the Town's Assessors will determine the ultimate personal property tax consistent with general practices.
- f) A detailed listing of any assumptions made in its pricing models that are indicative, and potentially subject to change, including SMART program incentives, REC incentives (if appropriate) interconnection costs, permitting fees, decommissioning assurance, among others. The Town's assessment of such indicative pricing assumptions shall weigh into its proposal evaluation.

6. Award and Contract Execution

After a composite rating has been assigned for each Non-Price Proposal on the basis of the evaluation defined in this RFP, the Town shall then review the Price Proposals and determine the most advantageous proposal, taking into consideration the Non-Price Proposal ratings and the price.

Based upon the results of the evaluation of the Proposals and interview process (if applicable), a ranking recommendation will be developed and submitted for approval by the respective stakeholders within the Town.

The top-ranked Respondent(s), considering the Non-Price and Price Proposals, will be contacted for negotiation of a Lease Agreement. All Respondents will be notified in writing of the decision of the Town. The successful Respondent will execute a Lease Agreement substantially in the form attached hereto in Attachment D. All Respondents shall review the specimen Lease Agreement and confer with legal counsel prior to submitting a proposal in response to this RFP. **Any changes, objections, exceptions or comments to Attachment D must be specifically noted in the proposal submission or will not be considered during negotiations.** The Town reserves the right to reject any requested changes identified by the Respondents if not previously agreed upon during the proposal review and interview process.

If the Town and the most advantageous Respondent are unable, within 90 days following the Town's notice of commencement of negotiations with a Respondent (or such longer period of time as the Town may deem appropriate), to negotiate satisfactory Agreement with that Respondent at a price the Town determines to be fair, competitive, and reasonable, the Town reserves the right to negotiate with the next most advantageous Respondent. The Town further reserves the right to waive informalities and to award the Lease or to reject all proposals as it deems to be in the best interests of the Town.

SECTION C. PROJECT SITE AND EXISTING SITE CONDITIONS

1. Premises Description.

The Premises are described in Attachment B attached to this RFP.

2. Site Conditions.

Before submitting a proposal, with the exception of the information provided by the Town, each Respondent will be responsible for obtaining all public information available concerning conditions (surface, subsurface and underground facilities) at the Premises or otherwise, which may affect the Respondent's ability to promptly negotiate the contract if selected, or which the Respondent otherwise reasonably deems necessary to develop a proposal to undertake the Solar PV System in accordance with the terms and conditions of this RFP.

3. Town Support.

To facilitate the development of the Solar PV System(s), the Town will make best efforts to support the selected Respondent as follows:

- a) Provide reasonable access to the Premises to obtain data (whether required or reasonably requested by the Respondent);
- b) Grant the selected Respondent sufficient access and occupancy rights to allow the selected Respondent to undertake the Solar PV System(s) at the Premises with the constraints noted in this RFP;
- c) Provide access for the installation, maintenance, ongoing operation, and eventual decommissioning of the Solar PV System(s);

- d) To the extent reasonable and appropriate, provide information to the selected Respondent to assist in securing any State or local permits for the Project, gain authorization to interconnect the Solar PV System(s) to the local utility and certify the Solar PV System(s) for incentives under the Commonwealth's SMART Program; and
- e) Cooperate with the selected Respondent to the extent reasonable and appropriate on remaining issues with respect to access, construction, interconnection and eventual decommissioning.

SECTION D. PROPOSAL REQUIREMENTS

Contents must include a **Table of Contents** with specific reference to sections **and** page numbers and shall include the following information:

1. Transmittal Letter

Each Respondent's response must include a transmittal letter signed by a party authorized to make a formal proposal on behalf of the Respondent. The letter shall clearly indicate that the Respondent has carefully read all the provisions in the RFP and should include a brief overview of the Respondent's proposal. Transmittal letters must also acknowledge receipt and understanding of any and all Addenda associated with the Solar PV System(s).

2. Respondent Information (all information is required).

a) Company Profile:

- i. Year founded and number of continuous years in business. Minimum of three (3) years in business is required.
- ii. Ownership status (private or publicly held).
- iii. Form of legal entity and year entity was established.
- iv. List any other legal names of the firm, including but not limited to the names of any affiliates, subsidiaries or special purpose entities of the firm, and formation date of such affiliates, subsidiaries or special purpose entities.
- v. Describe any changes in ownership status over the past five (5) years.
- vi. List ultimate parent company, if applicable.
- vii. Provide Federal Tax Identification
- viii. Corporate Office and any Local Office locations
- ix. Number of employees in local branch office at the time of submittal (full-time employees, excluding contractors).
- x. Financial Statements – Please submit detailed financial report for the Respondent prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the firm. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding 3 years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the submitting firm. Non-public firms may

attach either unaudited financial statements or copies of tax forms and schedule that are filed with the Internal Revenue Service where applicable. To the extent this information is considered sensitive, competitive or confidential; Respondent must provide such information in a separate sealed envelope and clearly identify such information as sensitive, competitive or confidential. The Town will endeavor to protect the confidentiality of such information, but only to the extent permitted by the Massachusetts Public Records and Open Meeting laws.

- xi. Lawsuits and Disputes – Discuss whether your firm (including any affiliates, subsidiaries or special purpose entities) has ever been involved in a lawsuit or dispute regarding a contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit(s) or litigation. Further, please discuss whether your firm has been barred from providing performance-based energy services or other services in any states.

b) Project Team:

- i. Identify the Team leader for the entire proposal, including full contact information, office location and key qualifications and professional credentials.
- ii. Provide an organizational chart identifying each business entity, person or firm involved in the specific project disciplines (design, development, permitting, utility interconnection, installation, commissioning and operations and maintenance) and identify the lead business entity, person or firm responsible for the aforementioned work scope.
- iii. Resumes of Respondent's personnel directly involved with the development, permitting, installation and commissioning of the proposed Solar PV System(s).
- iv. Resumes, credentials and a discussion of the direct experience of the person, business entity or firm responsible for the required geotechnical work and permitting with MassDEP.
- v. A discussion, including specific project references, where the Project Team has successfully collaborated in the past. Prior experience collaborating on projects is preferred.
- vi. Provide evidence of NABCEP-certified Installer, Professional Engineer (P.E.), and Master Electrician.

c) Licensing:

- i. Provide a list of all relevant State-Specific Contracting Licenses held, including classification and number, and identify whether such licenses are held by the Respondent or a subcontractor. Please specify the name of the firm in which the license holder is employed.
- ii. List any Electrical, Structural and/or Mechanical Engineering Licenses held by firm members, including classification and number.

d) Insurance:

- i. Provide evidence of the insurance limits held by firm demonstrating Respondent's ability to comply with the insurance requirements set forth in this RFP.

e) Safety History:

- i. List your firm's (and/or subcontractor's) OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past 3 years.

f) Capital Finance Capability:

- i. Provide a description of the relevant financing structure for the proposed Solar PV System. Detail any unique features that the firm's model offers in comparison to traditional third-party financing structures.
- ii. Provide evidence that the firm or its affiliates, subsidiaries or partners has the ability to secure financing for the cost to develop and construct the Solar PV System(s) proposed in response to this RFP. This should be in the form of a letter of intent or interest from the anticipated funding source, accompanied by a summary of the background and qualifications of the anticipated funding source. To the extent the firm intends to finance the development and construction using its own funds, the Town would accept a letter from a financial executive of the Respondent demonstrating that the Respondent, and its team, has the financial resources to develop and construct the Solar PV System(s). Such statement must be supported by financial documents as required in this RFP.

3. Relevant Solar Project Experience

- a) List the number, total capacity (in kW DC) and location of Solar PV Systems completed in Massachusetts and/or the Northeast within the past 3 years.
- b) List the total capacity (in kW DC) of **operational** Solar PV System completed by the Respondent to date.
- c) List the total capacity (in kW DC) of Solar PV System installed in the Northeast via the following methods:
 - i. Solar PV System on environmentally sensitive sites including Landfills and Brownfields
 - ii. Ground-mounted Solar PV System
 - iii. Rooftop Solar PV Systems
- d) List experience in installing Solar PV System on Closed Landfills within Massachusetts, in the Northeast or elsewhere in the country (if such experience is relevant to this RFP). As part of this response, please provide a detailed discussion of the firm's experience working with MassDEP, and other State or Local regulatory authorities.
- e) Discuss in detail Respondents' direct experience interconnecting into LDC distribution systems, specifically National Grid. Please discuss any challenges realized and the firm's efforts to overcome such challenges.
- f) Discuss Respondent's direct experience developing, constructing, operating, and managing a Community Shared Solar project. Please includes all relevant information pertaining to offtaker management, and any specific involvement Respondent would require of the Town, including but not limited to outreach and communications.

4. References

- a) Please provide reference information as listed below for a minimum of five (5) solar PV projects, preferably on a closed landfill in the Northeast. Please note that the Town may contact all or some of the references listed to aid in the Town's assessment of Respondent's proposal.

Required information includes:

- i. Reference project name and location.
- ii. Host Customer and/or Owner's name with contact person's name, email, address and phone number.
- iii. Commencement and Completion Dates (from award to commercial operations)
- iv. Type of project (roof-mounted, ground-mounted, landfill-mounted, canopy)
- v. Size of project. Please provide kW DC and kW AC capacity and detail whether the solar PV system was paired with battery storage.
- vi. Any other installation-specific information that may be relevant, including but not limited to whether the project was a Community Shared Solar project.

5. Proposed Solar PV System

- a) Proposed Solar PV System for the Premises:

- i. Solar PV System Components: Include an overview of the proposed Solar PV System(s) for the Base and any Optimized projects, including brief descriptions of the main components (at a minimum please detail modules, inverters, racking, battery storage and data acquisition System). Specification sheets for any proposed technologies are required. Proposals shall list the specific Solar PV System(s) components for the Solar PV System(s) and include quantities and sizes for modules and inverters.
- ii. Design: Include a Conceptual layout for the proposed Solar PV System(s) which includes at a minimum:
 - o Solar PV System size (in kW DC **and** kW AC)
 - o List of all proposed equipment including modules, inverters, mounting system (stationary or tracking), data acquisition system, energy storage system, combiners, and other equipment, along with manufacturer's cut sheets
 - o Location of modules (including tilt)
 - o Location of inverters (string or central)
 - o Location and sizing of any battery energy storage systems
 - o Location and path of interconnection, including anticipated point of common coupling
 - o Discussion whether the Solar PV System(s) sizing and configuration is based on any structural, civil, or environmental constraints.
 - o Any other site-specific information that will aid in overall evaluation.
- iii. Schedule: Include a Conceptual Project Implementation Schedule that accounts for milestones in the Design, Construction, Interconnection and Closeout Stages. Milestones should include (at a minimum):
 - o Award & Contract Negotiation
 - o Design Period
 - o SMART Application (if applicable)

- Utility Interconnection Application
 - Permitting
 - Secure Solar PV System Equipment and Assets
 - Installation
 - LDC Interconnection
 - Solar PV System Commissioning (Energizing)
 - Delivery of Closeout Documentation
- iv. Interconnection:
- Describe Respondent's approach to interconnecting the Solar PV System to the National Grid distribution network. Respondent shall be required to complete all requirements of the specific interconnection process according to tariff requirements. Discuss Respondent's familiarity and experience interconnecting to National Grid and specifically address any constraints or concerns with respect to the Premises.
- b) Solar PV System Performance Monitoring, Warranty and Service (O&M) for the Premises
- i. Monitoring Solution: Indicate how the firm will provide Solar PV System(s) performance monitoring via a data acquisition system (DAS). Provide a detailed description of the DAS and provide a detailed description of the end-user interface. The selected Respondent will be required to provide an internet link for the Town to use on its website to allow Town officials, staff and residents observe and monitor Solar PV System(s) performance and operations.
 - ii. Warranties: Describe any warranties associated with the Solar PV System(s), including full systems coverage and/or warranties associated with individual components. Discuss whether such warranties, including any extended warranties pass to the Town upon transfer of ownership.
 - iii. Operations & Maintenance Services and Town Training: Respondents shall provide Operation & Maintenance (O&M) services for the Solar PV System(s) for the full term of the Agreements.
 - Describe the proposed O&M practices for the Solar PV System(s), detailing duties performed and if the O&M work will be maintained by the selected Respondent or a third-party provider.
 - Describe the firm's experience providing such services for similar installations and name the key personnel in charge of handling O&M services.
 - Describe the firm's annual vegetative management program including approach and schedule. The Town requires that any vegetation management program within the leased area to include mowing of the leased area on the closed landfill not less than two (2) times per year during the growing season. Use of pesticides and herbicides will not be permitted. Please discuss whether your firm will use livestock for vegetation management.
 - Discuss whether your firm's Proposal includes integration of a pollinator habitat.
 - Describe Respondent's approach to training Town public safety officials and Town operations staff on emergency procedures. The selected Respondent shall be

responsible for providing training to Town officials with regard to the operation and emergency response for the facility prior to operation. Additional training at the site shall also be required to the extent new equipment or technology is added, changed or updated subsequent to Commercial Operations, or if requested by the Town due to change in public safety or operations personnel.

c) Education and Outreach

The Town is interested in using the Solar PV System(s) as an educational tool for schoolchildren and the community. The Respondent must explain its approach with respect to leveraging the educational value of the Solar PV System. In addition to any other educational tools proposed by the Respondent, the successful Respondent must provide web-based access to the Solar PV System(s) and a link to the Solar PV System(s) DAS on the Town's website. This link must clearly display the benefits of the Solar PV System(s) installation and must serve students/residents of all ages. Ideally the monitoring will include real-time or near real-time kWh generation and actual year to date and lifetime kWh for the solar installations, plus environmental metrics.

As discussed herein, it is the goal of the Town to lease its parcel for the development of a Community Shared Solar project for the benefit of the municipality, consumers, businesses, and neighboring communities. Respondent's must address the process by which outreach and communications to enroll, manage, and maintain project beneficiaries will occur.

Respondents shall also address any additional benefits it will offer the Town including, but not limited to remote LED panel screens for public viewing at Town locations of the Solar PV System(s) performance, educational curriculum programming support, scholarships, mentor programs, site tours and any demonstration projects.

SECTION E. CONTRACT REQUIREMENTS

1. Requirements to be Addressed in the Proposal.

The selected Respondent and the Town will enter into a Lease Agreement, substantially in the form of Attachment D, pursuant to which the selected Respondent will: (a) obtain from the Town the right to lease public property and install, own, operate, maintain and ultimately decommission the Solar PV System(s) on the Premises, and (b) sell the electricity generated by the Solar PV System to National Grid for the benefit of off-takers. As noted in this RFP, it is the objective of the Town to qualify one or more of the Solar PV Systems as a Community Shared Solar System allowing the Town's municipal facilities, residents, businesses, and neighboring community members to participate as energy generation credit off-takers under either Net Metering or Alternative On-Bill Credit compensation programs.

a) Insurance:

- i. The selected Respondent shall be required to provide the Town with proof that they will be able to purchase and maintain, for the term of the Agreements or longer as may be required, from a company or companies lawfully authorized to do business in the

Commonwealth and having a rating no lower than A- (Excellent) from the following insurance:

- ii. Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than \$2,000,000 per occurrence, \$2,000,000 per occurrence for personal injury liability, \$4,000,000 general aggregate (applied per job), and \$2,000,000 products and completed operations aggregate written for a period of three years beyond final payment. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability.
- iii. Minimum additional \$5,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance.
- iv. Professional Liability Insurance, covering errors and omissions, \$2,000,000 each occurrence and \$4,000,000 aggregate limit.
- v. Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 bodily injury per person, \$500,000 bodily injury per accident, and \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$1,000,000 personal umbrella policy.
- vi. Workers' Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employers' Liability limits of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit.

b) Additional Insurance Requirements for the Selected Firm:

- i. The selected firm will agree that the Commercial General Liability insurance set forth above shall be primary and non-contributing with respect to any insurance carried by the Town or the selected firm's subcontractor(s).
- ii. The selected firm's insurance policy shall not (i) exclude subcontractors from coverage or (ii) have any restrictions on coverage resulting from subcontractors failing to maintain certain levels of insurance.
- iii. The selected firm's insurance shall name the Town as additional insured with coverage at least as broad as the coverage provided to the named insured.
- iv. The selected firm will agree that the insurance set forth above shall be written on an occurrence basis, unless the Town approves in writing, coverage on a claims-made basis.
- v. Certificates of insurance reasonably acceptable to the Town that include insurance coverages required and specified above shall be delivered to the Town promptly after execution of the Agreements. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the project.
- vi. The certificates and the insurance policies required will contain a provision that coverages afforded under the policies will not be canceled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to the Town. In the event that any insurance policy providing coverage required by the Agreements will expire during the term of the Agreements, the selected firm will, not less than fifteen

- (15) days prior to the policy's expiration date, deliver to the Town certificates of insurance evidencing renewal of such policies.
- vii. The failure to provide and continue in force any insurance required in accordance with the terms of the Agreements shall constitute a material breach of the Agreements.
- c) Sizing and Site Feasibility - The selected Respondent will be required to demonstrate prior to execution of the Agreements, the suitability of the Solar PV System at the Premises.
- d) Permits and Approvals - The selected Respondent is responsible for obtaining and paying all costs for all permits associated with the Solar PV System. These may include but are not limited to the following, provided, however, that this section notwithstanding, it is solely the responsibility of the Respondent to determine which permits are required for the Solar PV System:
- i. **Landfill:** Massachusetts Department of Environmental Protection (MassDEP) Landfill Post Closure Use Permit (PCUP).
 - ii. **Wetland Resource Areas:** Any proposed work to be undertaken within 100-feet of Resource Areas Subject to Protection Under the Wetlands Protection Act (310 CMR 10.00) will require the Respondent to file a Notice of Intent with the Monterey Conservation Commission and the MassDEP and comply with an Order of Conditions issued for the project.
 - iii. **Natural Heritage and Endangered Species Act:** It is the selected Respondent's responsibility to discern whether it will be required to file an Environmental Notification Form (ENF) with the Massachusetts Environmental Policy Act (MEPA) Office pursuant to the MEPA regulations.
 - iv. **Martha's Vineyard Commission:** The Martha's Vineyard Commission (MVC) is the regional planning agency for Martha's Vineyard Island. The mission of the MVC is twofold: (1) To assist the region's 7 towns (Aquinnah, Chilmark, Monterey, Gosnold, Oak Bluffs, Tisbury, & West Tisbury) with planning expertise; and (2) Protect and enhance the islands' environment, economy, character, and social fabric.
 - v. **Planning Board Approval:** A Special Permit or Site Plan approval may be required from the Planning Board under the Monterey Zoning Ordinances. The successful Respondent shall apply for any Planning Board Approval promptly after selection and shall comply with any conditions and requirements cited in the approval.
 - vi. **Building and Electrical Codes:** The installation must comply with all local, state and federal laws, regulations, bylaws, codes and standards including the most recent version of the Mass. Building and Electric Codes.
- e) End of Term - At the end of the Term, the selected Respondent will retain ownership of the Solar PV System and be required to remove the Solar PV System, unless the Town decides to negotiate new Agreements with the selected Respondent. The Agreements will include a requirement for securing a financial decommissioning assurance instrument, in a form acceptable to the Town, to ensure that the Solar PV System are ultimately removed.
- f) Tax Credits and Incentives - It is expected that the selected Respondent will pursue tax credits and incentives, rebates, and other benefits that are available and/or may become available in

the future. Moreover, it is expected that the selected Respondent will take advantage of all additional Investment Tax Credit benefits as provided under the Inflation Reduction Act of 2022.

- g) Solar Generation: It is the objective of the Town to qualify one or more of the Solar PV Systems as a Community Shared Solar System allowing the Town's municipal facilities, residents, businesses, and neighboring community members to participate as energy generation credit off-takers under either Net Metering or Alternative On-Bill Credit compensation programs.
- h) Metering Equipment - The selected Respondent will be required to obtain at its sole cost all approvals and agreements required to interconnect the Solar PV System to National Grid, the local utility distribution company (LDC). Respondents shall be required to provide, install, own, operate and maintain revenue-grade metering equipment in accordance with specifications and requirements set forth by the LDC for the purpose of interconnection and shall be required to maintain and test the metering device in accordance with applicable LDC requirements.
- i) Subcontracting - Except to the extent contemplated in the Proposal and permitted in the Agreements, the Agreements will prohibit assignment or subcontracting without the Town's express prior written approval.
- j) Indemnification - The Agreements will require that the selected Respondent hold harmless and indemnify the Town and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor's work or any subcontractor's work under the Agreements.
- k) Compliance with Laws and Regulations - The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.
- l) Governing Law and Venue - The Laws of the Commonwealth of Massachusetts shall govern all Agreements entered into by the Town. Any disputes shall be resolved in the Dukes County Superior Court of the Commonwealth of Massachusetts.
- m) Bonds - As part of any Agreement executed by the Town, the selected Respondent will be required to provide payment and performance bonds in the amount equal to 100 percent of the cost of installation of the Solar PV System with the Town listed as bond obligee in the event the Respondent is unable to perform its obligations under the Agreement. Such bonds shall be from a surety company licensed to do business in the Commonwealth and shall remain in force until commercial operation is achieved.
- n) Decommissioning Assurance - The selected Respondent will be required to provide surety in the form of a funded escrow, irrevocable letter of credit or surety bond sufficient to cover the cost of the removal of the Solar PV System(s) and restoration of the site(s) at the expiration or early termination of the Agreements. Such surety shall be in a form satisfactory to the Town and must be secured by no later than at commercial operations of the Solar PV System. Corporate guarantees will not be considered.

- o) Selected Respondent(s) Expense Allowance – Upon official award by the Town, the selected Respondent(s) will pay to the Town a fee of \$15,000 for the Town to use to pay or reimburse themselves for any and all costs and expenses, including but not limited to attorney’s and other professional fees that the Town has incurred or paid or will incur or pay in connection with this procurement and/or negotiating definitive Agreements.
- p) Third-party Engineering Peer Review – The Town may conduct a third-party engineering peer review of the selected Respondent’s application to the MassDEP for the Landfill Post Closure Use Permit. The selected Respondent will be required to reimburse the Town for costs associated with that third-party peer review in an amount not to exceed \$5,000. Please note that this third-party engineering peer review is separate from any third-party analysis or review required by State agencies, local or regional boards and commissions.
- q) Public Information Outreach and Support – The selected Respondent will be required to provide public information and outreach support during the entitlement and construction phases of the Solar PV System.
- r) Standard Contract Terms - Any Agreements resulting from this RFP shall meet the requirements set forth in M.G.L. c. 30b § 16 Real Property Disposition, and will include, to the extent required by the Town, the Town’s standard contract terms.

SECTION F. EVALUATION

1. Evaluation of Proposals

a) Non-Price Proposals

The Town will utilize an evaluation system, rank the qualified Respondents and may identify a short-list of the most qualified Respondents. It is the responsibility of each Respondent to provide information, evidence or exhibits that clearly demonstrate the Respondent’s ability to satisfactorily respond to project requirements and the factors listed on the qualification’s forms.

The evaluation process may include verification of references, confirmation of financial information and examination of other information, as the Town deems appropriate. The Town expects to conduct initial interviews and any such additional interviews or discovery, as it may deem necessary to evaluate the Respondents. The Town may require public presentations by Respondents.

The Town reserves the right to request or obtain additional information about any and all responses. Any additional information or documentation provided subsequent to the submittal of the proposal shall be supplemental information and considered during the evaluation of the proposals, and during any subsequent negotiations.

b) Evaluation of Price Proposal

Best Price Criteria: The “best” response price will be determined by two factors:

- i. The greatest total financial return to the Town over the initial term of 20-years. The Town is seeking the most beneficial proposal that addresses the best overall value to the Town.

2. Evaluation Criteria

a) Minimum Criteria Information

Proposals that do not contain all items enumerated in Minimum Required Items as set forth below, may be disqualified prior to further qualification review at the discretion of the Town.

- i. Proposal Completeness and Adherence to Form
- ii. Bond Capability - Respondents shall provide evidence of bond capability of at least the value of the construction from a surety company licensed to do business in the Commonwealth and whose name appears on the U.S. Treasury Department Circular 570.
- iii. DCAMM Certificate of Eligibility **and** Update Statement. Please note that the Town will require a member of the team to be certified as a Prime Contractor in the Energy Management or Electrical categories.
- iv. Evidence of:
 - o Financial Soundness and
 - o Capital Finance Capability as defined in this RFP.
- v. Minimum Prior Experience - Respondents and/or its affiliates, subsidiaries or partners must have successfully completed:
 - o at least two (2) ground-mounted Solar PV Systems installation on closed landfills sized at a minimum of 500 kW DC.

b) General Requirements and Evaluation Criteria

- i. Approach and Schedule
 - o The proposals will be evaluated on the Respondent’s explanation of how it plans to approach the various tasks, including scheduling, methods and sources. Proposals should, among other things, describe the quality of the products proposed, approach to undertake required geotechnical activities and a proposed timeframe for performance of the contract.
- ii. Respondent Qualifications and Experience
 - o Experience - Specialized experience is required in a series of work areas. Proposals will be evaluated on how well the Respondent demonstrates full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the required work, particularly with respect to any limitations and requirements on the closed landfill. All elements within this factor are of equal importance. Any prior experience working with MassDEP must be noted. Further, any prior success implementing a Community Shared Solar project must be noted.

- Capacity to Perform Work - The proposal will be evaluated on how well the Respondent demonstrates in the reference projects, its responsiveness to the Town's requirements and its capacity and capability to perform the work as presented in the indicative project schedule provided in this RFP.
- Personnel Qualifications and Availability - Proposals will be evaluated on the level of expertise provided in response to this RFP for the specific discipline areas cited in this RFP, including design, construction, geotechnical, financing and operations. The Respondent should provide full information on the capability, academic background, training, certifications and experience of the proposed personnel, including all subcontractors, subsidiaries, affiliates, alliances and partnerships. The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to the Solar PV System must be included, as well as professional background and previous experience of key persons and of each consultant/subcontractor to be assigned to the Project. An office location for each staff member must be provided.
 - If consultants, subcontractors, subsidiaries, affiliates, alliances, and partnerships will be employed, similar information must be provided and the portions to be subcontracted must be identified. There is no penalty for use of subcontractors, subsidiaries, affiliates, alliances, and partnerships.
 - As the Premises is a closed landfill, the Town is particularly interested in understanding the qualifications, experience and project references of the personnel or subcontractor responsible for the required geotechnical work and permitting with MassDEP.
 - The qualifications of the entire team will be evaluated. Respondents must discuss the specific reference projects it has worked with any named subcontractors, subsidiaries, affiliates, alliances, or partnerships.
- Energy and Environmental Policy and Regulation Experience. The Respondent will be evaluated on how well they can demonstrate comprehensive knowledge and experience of relevant energy and environmental laws and regulations (including the Massachusetts Green Communities Act, SMART Program, Interconnection of Distributed Generation Assets to LDC distribution networks, Forward Capacity Market, Clean Peak Standard, Clean Energy Standard, among others), and experience with implementation of programs related to such laws and regulations, and how they will facilitate the appropriate and efficient planning, structuring, financing and implementation of the Project.
- iii. Performance Record of Respondent and its affiliates, subcontractors, subsidiaries or partners
 - Proposal must at a minimum provide information on solar projects and experience requested in this RFP and related reference information. Respondents will be evaluated on their record of experience provided in response to this RFP.

- iv. Project Understanding
 - o Role and Function - The proposal will be evaluated on how well the Respondent demonstrates a comprehensive understanding of the role and function of this contract in meeting the needs of the Town. In addition to the understanding of the scope and approach, the Respondent must demonstrate the following:
 - 1) Knowledge of current issues and state-of-the-art technologies.
 - 2) Demonstrated experience on similar projects.
 - 3) Ability to provide the necessary skills and expertise in a timely fashion.
 - 4) Demonstrated understanding of environmental conditions and requirements at closed landfills, and the role of State and Local agencies, boards, and commissions.
 - 5) Demonstrated understanding and success implementing a Community Shared Solar project.
- v. Relevant Specific Knowledge/Experience
 - o Landfill permitting and redevelopment experience. The Respondent or its affiliates, subsidiaries, subcontractors or partners must clearly demonstrate its respective experience in permitting and redevelopment with respect to environmentally complex sites, including landfills.
- vi. Local Knowledge/Experience
 - o The Respondent or its affiliates, subsidiaries or partners must demonstrate knowledge of local regulations, siting, permitting, connectivity, and other issues as evidenced by prior work experience in Massachusetts and/or the New England region.
- vii. Overall Solar PV System Plan and Optimization of Site
 - o The Proposal must show how the Solar PV System will be sited on the Premises, describe how site constraints will be addressed, and describe how to maximize power production while minimizing costs to optimize Solar PV System performance. Consideration for solar development at the closed landfill and atop of the two Town buildings is highly desirable.
- viii. Education and Outreach
 - o The Town is interested in using the Solar PV System as an educational tool for schoolchildren and the community. The proposal will be evaluated on the scope of its plan to address educational needs.
- ix. Financing Plan
 - o The Town will evaluate the Respondent's financing plan and financial ability to execute the Project in order to determine the capability of the Respondent to obtain the financing necessary to successfully complete the Project in a timely manner. Respondents shall provide evidence that the firm or its affiliates, subsidiaries or partners has the ability to secure financing for both the development and to construct the Solar PV System proposed in response to this RFP. This should be in the form of a letter of intent or interest from an anticipated funding source.

x. Carbon Reduction

- o The Town will evaluate the overall environmental impact the Solar PV System provides.

c) Evaluation Criteria Ranking

i. Non-Price Proposal

Proposals that meet the above Minimum Requirements and General Requirements will be evaluated against the non-price criteria categories listed below and graded on a scale of unacceptable to highly advantageous. The information provided in the non-price and price proposals combined with the information provided from references will form the basis of the Town's evaluation. Please note that Non-Price criteria will be weighted with Pricing offers to determine the overall score. The responses will be ranked using the following criteria:

- | | |
|-------------------------|----------------------------------------------|
| i. Unacceptable: | Criteria was not addressed |
| ii. Not Advantageous: | Criteria was addressed minimally |
| iii. Acceptable | Criteria was addressed adequately |
| iv. Advantageous: | Criteria was addressed well |
| v. Highly Advantageous: | Criteria was addressed in a superior fashion |

ii. Price Proposal

Each Price Proposal will be evaluated to determine the best overall economic benefit to the Town based on the following criteria:

- | | |
|-------------------------|---------------------------------------------------|
| i. Unacceptable: | Criteria was not addressed |
| ii. Not Advantageous: | Negative financial impact on the Town |
| iii. Acceptable | Net positive financial impact on the Town |
| iv. Advantageous: | Substantial positive financial impact on the Town |
| v. Highly Advantageous: | Best overall financial impact on the Town |

SECTION G. ATTACHMENTS

DRAFT

ATTACHMENT A-1

CERTIFICATION OF EXAMINATION FORM

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she has visited the Premises and that there are no known obstacles to prevent the prompt negotiation and execution of an agreement with the Issuers. The undersigned acknowledges that the Town of Monterey, MA may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the best interests of the public.

Signature: _____

Name: _____

Title: _____

Respondent Information

Name of Respondent: _____

Address: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Primary Contact Phone Number: _____

Primary Contact Fax Number: _____

Primary Contact Email Address: _____

Addenda Acknowledgement: (), (), (), (), ()

THIS FORM MUST BE SUBMITTED

ATTACHMENT A-2

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this proposal has been made and submitted 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, or group of individuals.

(Signature)

(Name of person signing qualifications)

(Name of business)

THIS FORM MUST BE SUBMITTED

ATTACHMENT A-3

ATTESTATION REGARDING FILING OF TAX RETURNS

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that the undersigned respondent has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Federal Identification Number

Signature of Individual or Officer

Name of Corporation

Date

THIS FORM MUST BE SUBMITTED

ATTACHMENT A-4

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

(3) Public Agency Participating in Transaction:

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (**attach additional pages if necessary**):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Disclosing Party

Authorized Signature of Disclosing Party

Date

Print Name & Title of Authorized Signer

DRAFT

THIS FORM MUST BE SUBMITTED

ATTACHMENT A-5

CERTIFICATION REGARDING DEBARRMENT

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature

Name of person signing qualifications

Date

Name of Business

THIS FORM MUST BE SUBMITTED

ATTACHMENT A-6

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

This form is required with RFP Proposal submission if the Proposal is signed by a person other than the owner or president of the company.

ATTACHMENT A-7

PROPOSER MINIMUM REQUIREMENTS CHECKLIST

Requirements	Supplied
a. Proposal Completeness and Adherence to Format (Including a Table of Contents and Page Numbers)	
b. Evidence of Bonding Capability	
c. DCAMM Certificate of Eligibility AND Update Statement (BOTH documents are required)	
d. Minimum Prior Experience	
e. Evidence of Financial Strength and Capital Finance capability as required in this RFP in Section D (a) (xi) and Section D (2) (f) (i and ii)	
f. Acknowledgement of Addenda (See Attachment A-1)	
g. Submittal of completed Attachments A-1 through A-7	
h. Price Proposal Bid Form in the MS Excel Proposal Pricing Workbook Provided	

THIS FORM MUST BE SUBMITTED

ATTACHMENT B

DESCRIPTION OF PREMISES

A. Introduction

The Monterey parcel is comprised of a closed landfill, a transfer station and other municipal buildings used for public works and operated by the Department of Public Works.

The Town's landfill ceased operations prior to 1982 and was officially closed. While there is no record of an engineered or approved cap, based on prior communications by the Town with the Massachusetts Department of Environmental Protection ("MassDEP") Solid Waste Division, and subject to certain requirements set forth by MassDEP in a 2015 issued Post Closure Use Permit ("PCUP"), capping of the landfill in connection with this RFP is not anticipated or contemplated.

On August 14, 2015, MassDEP issued a PCUP authorizing the discontinuance of a then-existing transfer station and the construction of a new transfer station adjacent to the closed landfill. The then-existing transfer station was converted to a storage facility for the adjacent Town Highway Garage. An additional area on the parcel just south of the landfill was also permitted to be used for the storage of Town equipment. Specific monitoring of the landfill was required as a special condition of the PCUP. A copy of the issued PCUP is provided as Appendix 1 to this RFP.

As discussed below, the Town's parcel is bordered by various private parcels, collectively known as Gould Farm. In connection with this RFP, the owners of Gould Farm have indicated interest in collaborating with the Town in seeking appropriately sited Solar PV Systems on their property. A more detailed discussion is provided herein.

As shown in the graphic below, the Monterey landfill consists of one legal parcel. Please refer to the following GIS link for additional information on the parcel: <https://next.axisgis.com/MontereyMA/>.

The Town notes the following pertaining to the graphic below:

Town Parcel:

- Parcel address is 40 Gould Road, Monterey, MA.
- Parcel ID 1069, parcel number 231-006-000.
- The area bordered by green generally represents the Town's legal parcel.
- The two buildings on the Town's legal parcel are available for consideration of rooftop solar.
- The overall parcel size is approximately 11.5 acres.

Private Property:

- The area to the south of the Town's legal parcel is owned by The WMJ Gould Associates, Inc.
 - Parcel address is 100 Gould Road, Monterey, MA.
 - Parcel ID 1068, parcel number 231-005-000.
 - The overall parcel size is approximately 255 acres.

- There is a gravel pit which is expected to be decommissioned and potentially available for Solar PV Systems and/or Battery Energy Storage Systems.
- There is a small cleared open space to the south of the landfill cap, which is not subject to any conservation restrictions, and is not in use for agricultural purposes.
- There is a large heavily wooded area.
- Several residential structures exist on the parcel.
- The area to the west of the Town's legal parcel is also owned by The WMJ Gould Associates, Inc.
 - Parcel address is Gould Road, Monterey, MA.
 - Parcel ID 1082, parcel number 226-019-000.
 - The overall parcel size is approximately 37 acres.
 - The parcel is mostly cleared open space, is not subject to any conservation restrictions and is not in use for agricultural purposes.
 - Small areas on the northwestern and southern portions of the parcel are heavily wooded.

Monterey Landfill



B. Additional Information and Background:

In early 2023, the University of Massachusetts (“UMass”) Clean Energy Center on behalf of the Town of Monterey undertook due diligence and using its Solar Toolkit for modeling purposes developed a Community Solar Action Plan for the Town. The purpose of Community Solar Action Plan was to help guide future solar development within the Town by providing specific action Town residents and municipal officials can undertake to develop solar photovoltaic solutions on municipal properties, promote solar on residential and commercial properties, encourage solar development on locations preferred by the community, and adopt bylaw amendments and permitting processes in line with resident preferences.

The Solar Action Plan was a result of a thorough planning process, which included an assessment of community solar resources and infrastructure and included the findings from a distributed community solar survey. A copy of the draft report of the Solar Action Plan is provided in Appendix 1.

The following information was extracted from the synopsis prepared by the Town’s Renewable Energy Working Group (“REWG”) and provides a high-level overview of the UMass Clean Energy Center’s Solar Action Plan. A copy of the REWG synopsis is provided in Appendix 1.

Community Overview

The Solar Action Plan is a Solar Resource and Infrastructure Assessment for the Town of Monterey, with a year-round population of 1,095 residents and 354 households. Second homeowners bring the Town’s population to approximately 3,000 residents and 883 housing units. Monterey has a land area of about 26.5 square miles with a population density of 36 people per square mile. Much of Monterey’s land is dedicated to conservation and preservation. Monterey features two major lakes: Lake Garfield and Lake Buel. The Town is also home to Arthur Wharton Swann State Forest, which is protected conservation land.

Based on Mass GIS data, Monterey has approximately 46 acres of bare land, 5,360 acres of evergreen forests and 10,103 acres of deciduous forests. Much forestland is located within Beartown State Forest, a publicly owned forest with biking and walking trails, and an array of animal and plant species. Also, there are about 351 acres of paved land and 343 acres of developed open space.

Energy Storage Sites

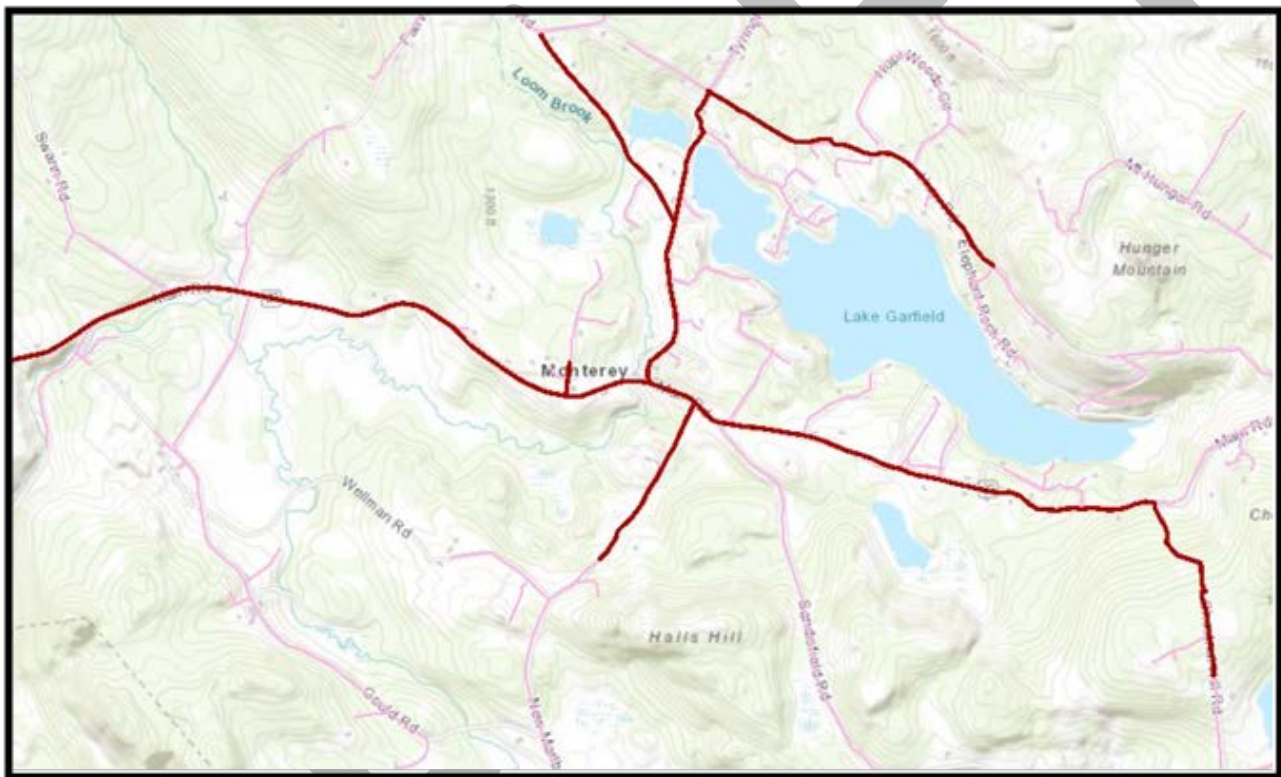
Energy storage systems help to balance differences between electricity demand and generation and are valuable components for intermittent energy sources like wind and solar, which may not be producing during times of peak demand. Energy storage systems may allow larger solar facilities to be built in areas where interconnecting them could otherwise exceed the ability of the local distribution lines to accommodate additional renewable energy. At present, such systems typically require loads larger than residential scale to be cost effective, but these systems can provide energy during outages, which means that they also provide additional value in terms of public health and safety. Monterey’s Municipal Vulnerability Plan notes that there are currently no places in town that can provide overnight shelter after a severe storm. Short-term heating and cooling are limited by lack of back-up generators.

Locating battery energy storage at the Town Hall or Fire Station could be beneficial in case of extended power outages. There are also opportunities to locate electric vehicle (EV) charging stations in town center parking lots.

Existing Grid Infrastructure

Monterey is served primarily via a 115kV transmission line which also runs through parts of Sheffield, Southfield, and Great Barrington. The initial 115kV transmission line is stepped down to 23.71 kV at the “RISINGDALE9” substation, located in Great Barrington. From the western border of Town, the three-phase distribution line runs along all of Main Road. The line also runs 0.16 miles north along Fox Hill Road; 0.59 miles south along New Marlboro Road; 1.08 miles along Hupi Road; 0.75 miles along Beartown Road. The rest of Town is served by single-phase distribution lines on the same circuit.

Shown below in red are the major three-phase distribution circuits. Single-phase circuits are pink. Source: National Grid Hosting Map.



Planning for Solar Development & Conservation

Monterey’s Zoning Bylaw was updated on August 30, 2022. The solar section of the Bylaw outlines the placement, design, operation, standards, and impacts of new solar development, and is compatible with Massachusetts General Law c40A Section 3, which does not prohibit the installation of solar energy systems except where necessary to protect the health and safety of residents.

The Monterey bylaw provides the following definitions:

- Small-scale Solar Photovoltaic System (SSPS): A solar photovoltaic system that may be either roof-mounted or ground-mounted on less than 1/8 acre, with a maximum generating capacity of 30 kW.
- Large-Scale Ground-Mounted Solar Photovoltaic System (LGSPS): A solar system that is structurally mounted on the ground and has a minimum nameplate capacity greater than 30 kW and less than one megawatt or occupies more than 1/8 acre of land.
- Utility-Scale Industrial Ground-Mounted Solar Photovoltaic System (UGSPS): A solar system with a capacity of one megawatt or more, regardless of the land area occupied by the facility.

Prime farmland in Monterey is located primarily in the southern portions of Town around Lake Buel and south of, or adjacent to, Route 23. Much of this farmland is permanently protected under Agricultural Preservation Restrictions.

Based on a Mass Audubon analysis, the total area of natural land in Monterey is 16,205 acres, which is 91% of the Town's area. Monterey has 984 acres of open land (6%), and 264 acres of developed land (2%). According to Mass Audubon, 22 acres were developed between 2012 and 2017, and Monterey ranks 266th out of 351 towns in Massachusetts regarding pace of development. Monterey has 7,564 acres of permanently conserved land, ranking 45th in the state. Also, 127 acres were conserved in Monterey between 2012 and 2017, of which 14 acres are BioMap2 Core Habitat, 72 acres are BioMap2 Critical Natural Landscape, and 4 acres are classified by The Nature Conservancy as "resilient."

In Monterey, property of appropriate size for commercial-scale solar development is most likely to be undeveloped land. It is important to consider what areas may not be suitable for solar development because they are legally protected from such use, or because they may be important areas for recreation or wildlife conservation. In Monterey's now expired OSRP (Open Space Recreation Plan), the Town aimed to preserve its rural character by not changing or damaging scenic roads, or agricultural, conservation, and recreational areas.

There are several large, permanently protected properties in Monterey that are not available for development of renewable energy. According to Monterey's OSRP, 36 properties are protected under Monterey's Preservation Land Trust; 14 of these allow public access, including Green Park (2.5 acres), Bidwell Park (1.65 acres), Town Beach (1.2 acres), Beartown State Forest (4,794 acres), and Appalachian Trail Lands (11.5 acres). There are several smaller, privately-owned properties permanently protected through Conservation Restrictions.

The Town also has large areas of valuable habitat for wildlife (BioMap2). Solar development is not prohibited in these areas but may require review by the state Natural Heritage and Endangered Species Program. These areas are not currently eligible for state incentives for solar development, due to their value as open land in its natural condition. BioMap2 habitats are primarily located in Beartown State Forest and Arthur Wharton Swann Forest.

The Town's analysis of potential sites for commercial-scale solar development considers properties with a minimum lot size of 5 acres (equivalent to approximately 1 MW of solar power) located within 2,000 feet of an existing three-phase distribution line. Of 231 parcels that meet these criteria, 14 are

largely comprised of permanently protected land. This leaves 217 parcels totaling some 3,959 acres. Excluding wetland areas from the available open space, there is approximately 3,555 acres available for development across 207 properties.

The current Solar Massachusetts Renewable Target (“SMART”) program does not provide incentives for solar development on land identified as important habitat conservation land, or for development on parcels on which more than half of the property has this designation. Excluding these parcels, as well as the BioMap2 habitat on otherwise developable parcels, 114 properties remain with potential for large-scale solar development, totaling roughly 1,397 acres. This estimate does not account for current land use in the parcel, which may include single-family homes and residential yards. All solar installations at greater than residential scale is subject to review by the Zoning Board of Appeals.

C. Anticipated Updates and Modifications to the Zoning Bylaws

In the Spring of 2024, it is anticipated that Town Meeting will be asked to support changes to Sections 2.2, 2.3 and 7.8 of the Town’s Zoning Bylaws for the provision of solar development. Accordingly, the Town anticipates seeking Town Meeting approval to create new overlay districts for solar development thus allowing for by-right development subject to any Special Permit or Site Plan Review requirements, and to update dimensional requirements including certain conditions easing setback restrictions. It is anticipated that such changes, if approved by Town Meeting will facilitate a more optimized solution for solar development at the Town’s closed landfill and at the adjacent private property known as Gould Farm.

D. Abutting Private Properties Owned by Gould Farm

As noted previously, in collaboration with the Town, WMJ Gould Associates, Inc. has indicated an interest for the development of Solar PV System(s) on their abutting properties with or without the pairing of Battery Energy Storage Systems. It is anticipated by the Town and WMJ Gould Associates, Inc. that an expanded solar development project located on the various aforementioned parcels would result in economies of scale, improved economics, and shared utility interconnection costs.

Under the RFP, the Town expects to make an award for the lease of its property, as authorized by Town Meeting in October 2023, but makes no representation or guarantees as to any development of Solar PV Systems on property owned by WMJ Gould Associates, Inc. Instead, WMJ Gould Associates, Inc. would negotiate directly with the selected for use of the public property for solar development.

A description of the parcels owned by WMJ Gould Associates, Inc. which are the subject for consideration for Solar PV Systems is presented this Attachment B, Section A.

Monterey Landfill



The following documents are provided in Appendix 1 to support Respondents' review and due diligence:

- Copy of the issued MassDEP Post Closure Use Permit
- Copy of the Draft Solar Action Plan commissioned by the REWG and prepared by the UMass Clean Energy Center.
- Copy of the synopsis of the Solar Action Plan prepared by the REWG.

ATTACHMENT C

PRICING BID FORMS

The Town is interested in receiving proposals for a Solar PV System(s) on the closed landfill for the Base Project and any Optimized Project(s) as proposed by the Respondent, including Solar PV Systems on the roofs of the two Town buildings co-located on the parcel. Respondents are **required** to submit proposals for the Base Project and optionally an Optimized Project. **For purposes of this RFP, the Base Project is provided to allow the Town to compare competitive proposals on an equal footing and is not intended to define the appropriate or preferred project size.**

The Optimized Project is to be defined by the Respondent based on site suitability, generation potential, orientation and available developable real estate. **The Optimized Project may be larger or smaller** than the Base Project and should offer a proposed solution that provides the greatest overall solution to the Town.

Respondent **must** provide pricing for the Base Project and are encouraged to provide pricing for one or more Optimized Project(s) as identified by the Respondent. Please refer to the Microsoft Excel Proposal Pricing Workbook. **For the proposal to be considered responsive, Respondent must provide the completed MS Excel Proposal Pricing Workbook using the provided workbook and in MS Excel form. Alternative forms of submission will not be accepted.**

- a) **Base (Illustrative) Landfill Project: 1,500 kW DC**
- b) **Optimized Projects:** Size determined by Respondent. Note, the size may be greater than or less than the Base Project. Additionally, please note that a second Optimized option will be considered for a combination of a landfill Solar PV System and rooftop solar systems.

The Microsoft Excel workbook contains three (3) worksheets as follows:

- Base Project:
 - Block 10
 - Block 11
 - Block 12
 - Block 13
- Optimized Landfill Project:
 - Block 10
 - Block 11
 - Block 12
 - Block 13
- Optimized Landfill and Rooftop Project:
 - Block 10
 - Block 11
 - Block 12
 - Block 13

Financial Offer:

- # of Acres per Parcel
- # of Square Feet of Roof Area
- Lease Rate:
 - Dollar per kilowatt-DC
- PILOT Rate:
 - Dollar per kilowatt-DC
- Community Shared Solar Net Metering Credit or Alternative On-Bill Credit Rate
 - Option 1: Fixed guaranteed savings in \$/kWh
 - E.g., \$0.02/kWh guaranteed savings per kWh.
 - Option 2: Indexed off of Net Metering or AOBC Rate in Percentage
 - E.g., 15% discount benefit off of the published credit rate.
- Decommissioning Surety:
 - Amount
 - Form (Letter of Credit, Bond or Escrow)
- Other Form of Compensation including any revenue sharing mechanism

Respondents are reminded that the selected firm will be required to pay the Town \$15,000 for an expense allowance and must reimburse the Town up to \$5,000 for any third-party engineering review it chooses to undertake. Please note that this third-party engineering review is separate from any third-party analysis or review required by State agencies or local boards.

To the extent pricing is contingent on changing market conditions or cost obligations not known to Respondent, quantified pricing assumptions must be provided for the following cost elements:

1. LDC Interconnection costs
2. Permitting costs including all State and Local permitting requirements
3. Decommissioning Assurance costs

Respondents are required to discuss the impact the above factors have on the offered pricing.

ATTACHMENT D

SPECIMEN SOLAR LEASE AGREEMENT

The Town notes that the Lease Agreement is a Specimen and may be modified or changed by the Town. Notwithstanding the Town's reservation of the right to modify or change the Specimen, exceptions to any of the terms or conditions of the Specimen Agreement must be made in writing and submitted with Respondent's proposal or they will not be considered.

DRAFT

SPECIMEN LEASE
AGREEMENT

This Lease Agreement (this "Lease") is entered into on this _____ day of _____, 20__ (the "Commencement Date"), by and between the Town of Monterey, a Massachusetts municipal corporation acting by and through its Selectboard ("Landlord"), and _____ ("Tenant"). Tenant and Landlord are each a "Party" and collectively, the "Parties."

Recitals

Whereas, Landlord is the Landlord of certain parcel(s) of land located at _____, Massachusetts, containing approximately _____ acres of land, and described more particularly in a _____ (the "Property");

Whereas, Landlord issued a Request for Proposals (the "RFP"), soliciting proposals for the lease of a portion of the Property for the purpose of installing and operating solar photovoltaic systems thereon;

Whereas, Tenant submitted a proposal in response to the RFP and Landlord accepted that proposal;

Whereas, the Parties wish to set forth herein the terms and conditions governing Tenant's use of the Property.

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Tenant and Landlord hereby agree as follows:

DEFINED TERMS; RULES OF INTERPRETATION

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

"Agreement" means this Lease Agreement, including all Exhibits and attachments hereto.

"Applicable Legal Requirements" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, Governmental Approval or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, which may at any time be applicable to the Agreement, the Premises or the Solar PV System, or any part thereof, or to any condition or use thereof, or to the design, construction, installation, permitting, operation, maintenance, repair and removal of the Solar PV System, including, but not limited to, the Massachusetts Prevailing Wage Law (if and as applicable), and all Governmental Approvals which are or may be required for the use and occupancy of the Premises, and for the design, installation, permitting, operation, maintenance, repair and removal of the Solar PV System, including the Tariff, and any land use and zoning approvals required for the Solar PV

System. (Land use and zoning approvals required for the Solar PV System are collectively referred to hereinafter as "Land Use Approval.")

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

"*Business Day*" means any day except a Saturday, Sunday, or a Massachusetts legal holiday.

"*Commercial Operation*" means that the Solar PV System is ready for regular, continuous daily operation, has been connected to the Premises' electrical systems and the LDC systems, as applicable, has undergone testing as provided herein, has been accepted by Tenant and the LDC (to the extent required by the LDC, including approval of an interconnection agreement for the Solar PV System and the LDC systems), has been installed in accordance, and is in compliance, with Applicable Legal Requirements in all respects, and is producing and delivering to the Delivery Point, or is immediately capable of producing and delivering to the Delivery Point, Electricity in an annual quantity equal to or more than the Guaranteed Annual Electricity Output.

"*Commercial Operation Date*" means the first day on which the Solar PV System achieves Commercial Operation, as certified in writing by Tenant to Landlord in the Notice of Commercial Operation.

"*Construction Commencement Date*" means the date of commencement of actual construction activities on the Premises in connection with the installation of the Solar PV System.

"*Contract Year*" means the consecutive 12-month period commencing on the Commercial Operation Date.

"*Decommissioning Assurance*" means adequate financial assurance, in a form and amount reasonably satisfactory to Landlord and in accordance with the terms and conditions of any Governmental Approval and Applicable Legal Requirements, which is to be established by Tenant not later than the Commercial Operation Date and thereafter maintained continuously throughout the Term, to fully cover the cost of decommissioning the Solar PV System and restoring the Premises to its original condition and as

otherwise specified in the Lease, and which shall be a condition of operation of the Solar PV System. The form and amount of decommissioning assurance is provided in Exhibit E.

"Delivery Point" means the Metering Device.

"Electricity" means the actual and verifiable amount of electricity generated by the Solar PV System and delivered to an off-taker at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device and that conforms to Applicable Legal Requirements. Electricity shall not include any electricity consumed by the Solar PV System.

"Event of Default" has the meaning set forth in Section 13.

"Force Majeure" means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the fault or negligence, of the Party claiming Force Majeure (the *"Claiming Party"*), and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. In addition, a delay or inability to perform substantially attributable to a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments (unless otherwise caused by an event of Force Majeure), or lack of or deficiency in funding or other resources, shall each not constitute a Force Majeure.

"Governmental Approval" means any approval, consent, franchise, authorization, permit, agreement, confirmation, certificate, resolution, concession, license, privilege or assent issued by or on behalf of any applicable Governmental Authority. *"Governmental Approval"* includes *"Land Use Approval."*

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

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

"Hazardous Materials" are any hazardous, toxic or radioactive materials, substances or waste, as defined in the Applicable Legal Requirements, including federal or state law regulating or addressing the generation, storage, use, or transportation of such materials, including but not limited to Massachusetts General Laws, chapter 21 E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Emergency Planning and

Community Right to Know Act (SARA Title III), 42 U.S.C. §11001, et seq.; and any rules, regulations or orders promulgated pursuant thereto (collectively, "Environmental Laws").

"*Host Customer*" is as defined in 220 CMR 18, and who, under this Agreement, and subject to all requirements of this Agreement, shall be the Landlord.

"*Interconnection Customer*" is as defined in the Tariff, and who, under this Agreement, shall be the Landlord.

"*Interest Rate*" means a fluctuating interest rate per annum equal to the lesser of (i) the sum of the Prime Rate as stated in the "Bonds, Rates & Yields" section of the Wall Street Journal on the applicable date and thereafter on the first day of every calendar month, plus one (1) percentage point, or (ii) the maximum rate permitted by Applicable Legal Requirements. In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Landlord and reasonably acceptable to Tenant. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due.

"*LDC*" means the regulated electric local distribution company that provides electric distribution service to the municipality in which Landlord is located, as set forth in Exhibit B.

"*LDC Systems*" means the electric distribution system operated and maintained by the LDC.

"*Lease*" means this Lease Agreement for the use of the Premises granted by Landlord to Tenant.

"*Lease Area*" means the area on the Premises in which Landlord grants Tenant a lease to install and operate the Solar PV System, as set forth in Section 1.1 and Exhibit B of the Lease.

"*Metering Device*" means any and all utility revenue-grade quality meters, meter mounting equipment, and/or data acquisition equipment installed by Tenant, or the LDC at Tenant's expense, in accordance with the Tariff for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Solar PV System and delivered to the LDC Systems.

"*Landlord*" has the meaning set forth in the Preamble.

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

"*Premises*" has the meaning set forth in Section 1.1 and Exhibit B and shall include the Lease Area.

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

"*SMART Program*" means the Solar Massachusetts Renewable Target Program, established pursuant to An Act Relative to Solar Energy, St. 2016, c. 75, § 11, as codified in the regulations set forth in 225 CMR 20.00 and implemented by the Tariff, as each may be amended or revised from time to time.

"Solar PV System" means the solar photovoltaic electric generating facility, including but not limited to the Solar PV System Assets, that produces the Electricity to be sold by Tenant, all as further set forth in Exhibit B attached hereto.

"Solar PV System Assets" means each and all of the assets of which the System is comprised, including solar energy panels, mounting systems, tracking devices, inverters, integrators, battery storage systems, and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, Metering Devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the Solar PV System.

"Solar PV System Loss" means loss, theft, damage or destruction of the Solar PV System or any portion thereof, or any other occurrence or event that prevents or materially limits the Solar PV System from operating in whole or in significant part, resulting from or arising out of casualty, condemnation or Force Majeure.

"Tariff" means the tariffs of the LDC as approved by the Massachusetts Department of Public Utilities, including, but not limited to, the interconnection tariff for distributed resources.

"Term" shall have the meaning set forth in Section 2.1 hereof.

"Termination Date" means the earlier to occur of (i) the last day of the Term, (ii) the date of termination of this Agreement as the result of an Event of Default, and (iii) the date of termination of this Agreement pursuant to any other applicable provision of this Agreement or law.

ARTICLE I. PREMISES

1.1 The Premises. Landlord, for and in consideration of the covenants and agreements on the part of Tenant contained in this Lease, does hereby lease unto Tenant, and Tenant does hereby take from Landlord, upon and subject to the conditions expressed in this Lease, a certain portion of the Property referred to as the "Lease Area" or the "Premises" as described more particularly in Exhibit A, attached hereto and incorporated herein, for the sole and exclusive purpose of installing, constructing, operating, maintaining, repairing and removing the "Solar PV System," and for no other purposes. Landlord hereby agrees to include in the Lease Area, or to grant rights providing for, access to the point of interconnection of the Solar PV System with the electric grid to allow Tenant to install and maintain its cables and related equipment for the System. Tenant shall provide Landlord prompt notice of the local electric utility's grant of approval to interconnect the System to the electric grid, and the exact locations for the installation of the cables and related equipment necessary to support the Solar PV System which shall be included in the Lease Area and shall be referred to herein as the "Cable Area." The Parties agree to amend Exhibit A as necessary to accurately reflect the Lease Area not later than the Commercial Operation Date. The Property, excluding the Lease Area, is referred to as the "Remaining Property."

1.2 Appurtenant Rights. Landlord further grants to Tenant, during the period commencing on the Commencement Date of this Lease and ending upon the expiration or earlier termination of

this Lease, or such additional time as permitted by Landlord for the removal of the Solar PV System and restoration of the Premises, the following:

(a) If the Lease Area does not abut a public way, a non-exclusive right of access to the Lease Area across or through any adjacent area owned by Landlord which is necessary to gain access to the Solar PV System;

(b) The exclusive use of, and right to develop, design, install and operate the Solar PV System within the Lease Area, and the exclusive right to maintain, repair and replace the Solar PV System throughout the Term of this Lease, subject to the terms of this Lease;

(c) A right of access for the installation, operation, and maintenance of electric lines necessary to interconnect the Solar PV System to the local electric utility's electric distribution system; and

(d) The exclusive right to receive sunlight at the Lease Area (the "Solar Easement") during every hour of each day that sunlight could be received by the Solar PV System. Subject to the requirements of Applicable Legal Requirements or any Governmental Authority, Landlord shall not construct, plant or install vegetation, structures or other objects on the Property that will obstruct the passage of sunlight on the Lease Area; and

(e) To the extent requested by Tenant and reasonably necessary, and subject to Applicable Legal Requirements and available space, Landlord, in Landlord's sole discretion, shall provide necessary space on the Remaining Property at locations and for such time as specified by Landlord for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other temporary facilities reasonably necessary to construct, erect, install and remove the Solar PV System (collectively "Staging Area"). During such time as the Tenant occupies the Staging Area it shall be part of the Premises. The foregoing notwithstanding, Tenant shall not obstruct access to the Remaining Property, or interfere with or disrupt Landlord's use thereof or operations therein, including, but not limited to, maintenance and inspection of any appurtenant area and any landfill area, and as required by Applicable Legal Requirements. Tenant shall immediately restore the Staging Area to the condition it was in prior to Tenant's use.

The preliminary locations of the Cable Area and Staging Area are set forth on Exhibit B attached hereto and such exhibit will be supplemented by a signed amendment to this Lease prior to the start of construction of the Solar PV System.

1.3 Condition of Premises. Tenant accepts the Premises in its "AS IS" condition, after a full and complete examination of the Premises and the title thereto, and knowledge of its past and present uses and non-uses. Tenant accepts the Premises in the condition and state in which the Premises are in as of the Commencement Date without any representation or warranty, express or implied in fact or by law, by Landlord, and without any recourse whatsoever against Landlord as to the title thereto, and as to the nature, condition or usability of the Premises, and as to the use or uses to which the Premises or any part thereof have been and may be put. Landlord is not required to furnish any services

or facilities or to make any repairs or alterations in or to the Solar PV System or the Premises. The foregoing notwithstanding, the Parties agree that Tenant is not responsible for conditions on the Premises arising from or related to acts or omissions that both occurred prior to the Commencement Date and were not caused by Tenant.

1.4 Utilities. Tenant shall be solely responsible for providing, and paying for, all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises, which shall be installed in accordance with Applicable Legal Requirements and the reasonable requirements of Landlord, and in a manner that avoids interference to or disruption of other activities on the Property. Landlord shall have no duty or liability to Tenant with respect to the maintenance, repair, upgrade, replacement or security of any utilities, including, but not limited to, any electrical transmission or distribution lines, whether such lines are owned by Landlord or any third party. Nor shall Landlord have any liability to Tenant for any damages, including, but not limited to, lost revenue, arising from Landlord's actions or omissions regarding any such maintenance, repair, upgrade, replacement or security. In the event Tenant desires to undertake any maintenance, repair, upgrade, replacement or security of any electrical transmission or distribution lines owned by Landlord, Tenant may do so at its cost and expense, but only with the advance written approval of Landlord.

1.5 Lease Area. The Tenant agrees to obtain, at its sole cost and expense, all Governmental Approvals, including, but not limited to any permits required from the Massachusetts Department of Environmental Protection ("MassDEP") or other Governmental Authority. Tenant also acknowledges and agrees that such Governmental permits may impose certain conditions and requirements which are related to the Tenant's use of the Premises and/or the installation, construction and/or operation of the Solar PV System and which would not have been imposed on Landlord were it not for this Lease (hereinafter referred to as "Tenant's Obligations").

To the extent that the Governmental Approvals require Landlord to satisfy any of the Tenant's Obligations, Tenant shall forthwith pay Landlord for the cost thereof in advance, failing which Landlord may, at its option: (a) refrain from satisfying any Tenant's Obligations without penalty or liability to Tenant.

ARTICLE 2. PERMITTED USES

Tenant shall use the Premises solely for the purpose of constructing, installing, operating, maintaining, repairing, removing and replacing the Solar PV System in accordance with this Lease, Applicable Legal Requirements and the requirements, orders and permits of any Governmental Approval and of any Governmental Authority, and uses incidental thereto (the "Permitted Uses"). Tenant's use of and activities on the Premises shall at all times conform to Applicable Legal Requirements. Absent written approval by Landlord's legislative and executive bodies, which may be withheld in Landlord's sole and absolute discretion, Tenant shall not use the Premises for any use other than the Permitted Uses.

Tenant agrees that its use of the Premises is subject to, among other things, all Applicable Legal Requirements, including, but not limited to, present and future laws, regulations, bylaws (including

zoning bylaws), ordinances, resolutions, and regulations of the municipality in which the Premises is located, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, bodies, committees, and departments of any municipal, county, state or federal authority, agency or governmental body regulating the use of the Premises and existing leases, easements, mortgages and contracts affecting the Premises. Tenant further agrees that its use of the Premises is subject to its strict and full compliance with all such Applicable Legal Requirements.

ARTICLE 3. TERM

3.1 Initial Term. The term of this Lease shall commence on the Commencement Date hereof and, unless terminated in accordance with the provisions of this Lease, shall terminate on the last day of the month after the twentieth annual anniversary of the Commercial Operation Date (the "Initial Term").

3.2 Extension Term. At the expiration of the Initial Term, this Lease may be extended **at the sole discretion of the Town or by agreement of the Parties**, and if extended, shall be on the same terms and conditions set forth herein. Any extension shall be referred to as the "Extension Term." The Initial Term and the Extension Term, if the latter is permitted and exercised, shall be referred to, collectively as the "Term." The term "Lease Year" means a period of one (1) year commencing on the Commencement Date or the annual anniversary date thereof.

3.3 Early Termination. The Parties hereby acknowledge and agree that Tenant's obligations under this Lease are contingent on the satisfaction of any conditions precedent and antecedent set forth in the Lease.

3.4 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (ii) the creation of a tenancy-at-sufferance, and in either event such possession shall be upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of such possession by Tenant. Tenant hereby agrees that the provisions of this Section shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease or otherwise; and that the receipt of any Rent or any other act in apparent affirmance of the tenancy shall not operate as a waiver of Landlord's right to terminate this Lease for Tenant's breach of the Lease.

ARTICLE 4. RENT

4.1 Base Rent. Beginning on the Commercial Operation Date, Tenant shall pay Landlord without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, annual rent in the amount of the Lease Payment shown in Exhibit D during the Term of this Lease (the "Base Rent"), to be paid in equal quarterly installments. If the Commercial Operation Date shall be on any day other than the first day of a calendar month, the Base Rent and other charges for such month shall be pro-rated on a per diem basis. The Base Rent shall be

exclusive of any real or personal property taxes, or structured tax agreement obligations payable by Tenant.

4.2 Additional Rent. On and from the Commencement Date, Tenant shall pay or cause to be paid as "Additional Rent," before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, any and all Governmental Charges (including but not limited to assessments, taxes, charges, utilities of every kind or nature provided to the Premises, excises, levies, and license and permit fees) relating or attributable to Premises, the Solar PV System, and/or Tenant's use of the Premises and/or the Solar PV System, whether or not the Governmental Charges are assessed directly against Tenant or through (or in the name of) Landlord, it being the intention and purpose of this Lease, and the agreement of the Parties, that the Base Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Base Rent specified herein, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Property and their use and occupancy which may arise or become due during the Term shall be paid or discharged by Tenant as Additional Rent, except as expressly provided in this Lease. Base Rent, Additional Rent and any and all sums to be paid to Landlord by Tenant under the terms of this Lease are referred to collectively as "Rent."

The foregoing notwithstanding, Tenant shall have the right, in its own name, to contest the validity or amount, in whole or in part, of any of the Governmental Charges by appropriate proceedings timely instituted, provided that Tenant takes all actions (including payment of the same) to stay or prevent any official or judicial sale of the Property, or any part thereof, by reason of nonpayment of any imposition. In addition to any other rights and remedies available to Landlord, Tenant shall defend, indemnify and hold harmless Landlord from any costs and expenses related to any such contest, including reasonable attorneys' fees, and Tenant shall promptly pay any valid final adjudication enforcing any Governmental Charges, failing which Landlord shall have the right to charge such amounts to Tenant.

4.3 General Rent Provisions. Rent shall be payable by Tenant to Landlord in equal quarterly installments during the Term of this Lease and for so long as Tenant remains in occupancy of the Premises. Unless otherwise agreed in writing by the Parties, all Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check payable to the "Town of Monterey" and delivered to Landlord at the address set forth below, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.4 Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at the Interest Rate.

ARTICLE 5. SOLAR PV SYSTEM CONSTRUCTION, INSTALLATION AND OPERATION

5.1 Installation Work.

(a). Subject to the terms of the Lease, and Applicable Legal Requirements, Landlord hereby consents to the installation and construction of the Solar PV System by Tenant on the Premises, including, without limitation, the installation of solar panels, mounting substrates or supports, wiring

and connections, power inverters, service equipment, metering equipment and utility interconnections ("Installation Work"). No Installation Work shall occur until Tenant has obtained all Governmental Approvals necessary for that work, including, but not limited to, permits and approvals of any Governmental Authority, and until Landlord has approved the plans and specifications under Subsection (c), below. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all Governmental Approvals, including but not limited to all permits necessary for the Installation Work and any and all other improvements on or at the Premises. Notwithstanding anything to the contrary herein, the execution of this Lease does not to any extent provide a waiver of any permit or approval the Tenant may require from the Town of Monterey. Any topsoil at the Premises which is disturbed, excavated or displaced as part of the Installation Work shall remain the property of the Landlord and shall not be removed or relocated from the Premises except in accordance with the permission and direction of the Landlord.

(b). Before commencing the Installation Work, Tenant shall carefully evaluate the Premises and site of the proposed Solar PV System, and Applicable Legal Requirements, including but not limited to the permits issued by the MassDEP (as applicable), to determine whether, in Tenant's opinion, the Premises is ready and in a condition appropriate to receive the Solar PV System, and Tenant shall notify Landlord in writing before any Installation Work activities commence if Tenant has determined that the Premises is not so ready or is not in such condition. Under no circumstances will Tenant penetrate, puncture, damage, destroy or alter any of the materials of which any landfill cap is constituted, and Tenant shall do nothing that shall cause or result in any landfill cell being deemed in violation of Applicable Legal Requirements, including but not limited to the regulations, decrees, orders, and permits of the MassDEP (as applicable). Tenant shall provide Landlord with a full site safety plan to govern the Installation Work.

(c). Notwithstanding anything to the contrary in the Lease, at least sixty (60) days before commencing the Installation Work, Tenant shall furnish to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, copies of all design plans, drawings, specifications, and detailed schedules for such work. This review is in addition to, and not a limitation of, any regulatory review or process required by Applicable Legal Requirements or any Governmental Authority, including, but not limited to, any such review or process required by the Landlord's Board of Health, Planning Board, Zoning Board of Appeals, and/or Building Department. Tenant shall schedule a pre-construction meeting with Landlord at least 14 days before commencement of any work at the Premises and shall coordinate all such work with Landlord's activities at the Premises. Tenant shall consult a landscape designer practicing in the general locality of the Landlord prior to planting any vegetative screening as may be required by the Landlord. Notwithstanding any approval by Landlord, Tenant shall not be relieved of its obligations under the Lease concerning the engineering, design, construction, operation, maintenance, monitoring, inspection, permitting, and "interconnection" of the Solar PV System to the electric grid.

(d). Tenant will cause the Solar PV System to be designed, engineered, installed, constructed, operated, maintained, monitored, insured, tested and inspected in accordance with all Applicable Legal Requirements, the terms of the Lease, applicable standards of care, prudent industry practices, and manufacturers' and construction contractors' warranties, instructions, specifications and recommendations, and the plans and specifications approved by Landlord under Subsection (c),

above, and shall pay for all costs and expenses arising therefrom. Tenant shall keep Landlord informed on a weekly basis regarding the progress, scheduling and coordination of the Installation Work. Tenant shall undertake and prosecute the Installation Work using commercially reasonable and diligent efforts, and without delay or interruption.

(e). Promptly following the completion of the Installation Work, Tenant shall provide Landlord with "as-built" drawings, stamped by a Massachusetts licensed professional architect or engineer, setting forth in detail the location of all components of the Solar PV System, and shall provide Landlord with reasonable prior written notification, in no event less than 45 days in advance, regarding any substantial repair, modification, alteration, change or replacement required with respect to any part of the Solar PV System, together with plans, drawings and specifications for such repair or replacement for Landlord's approval in the same manner as was required for the Installation Work. In addition, Tenant shall (1) provide person designated by Landlord with training and instruction regarding the functions of the Solar PV System and actions to be taken in the event of an emergency relating to the operation of the Solar PV System or a risk of damage to property or persons as a result of such operation, and (2) submit for Landlord's approval a complete de-commissioning and removal plan covering all aspects of work required to dismantle and remove the Solar PV System from the Premises. Operation of the Solar PV System shall not be permitted until the Landlord has approved such plan, and the Tenant shall modify the plan as required by the Landlord.

(f). Tenant understands that Landlord is responsible for performing certain activities in connection with its ownership and use of the Premises and any landfill thereon, including, but not limited to, operation, monitoring and inspection. Tenant understands that Landlord's performance of such activities is for Landlord's, and not Tenant's, benefit. Tenant represents that it has been afforded full opportunity to thoroughly familiarize itself with those activities, and agrees that, notwithstanding anything to the contrary in the Lease, it shall not interfere with or disrupt such activities.

5.2 Additional Rights. Subject to Applicable Legal Requirements and the terms of the Lease, including Section 5.1, Tenant shall also have the right from time to time during the Term hereof in connection with this Lease, to (a) maintain, clean, repair, replace and dispose of part or all of the Solar PV System; (b) to add to or remove the Solar PV System or any part thereof; and (c) perform, or cause to be performed, all tasks necessary to carry out the Permitted Uses or carry out the activities set forth in this Section 5.

5.3 Access to and Use of Leased Premises. Subject to the terms of this Lease, and Applicable Legal Requirements, Tenant shall have access to the Premises twenty-four (24) hours, seven (7) days a week for the purpose of performing the Installation Work and Permitted Uses, provided however, except in the case of emergency or with the Landlord's advance written permission, Installation Work, maintenance and repairs and similar work shall be undertaken only on Business Days and during the hours of 7:00AM to 5:00PM.

5.4 Mechanics Liens. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to

Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to the Landlord within thirty (30) days after Tenant receives notice of filing of same. In addition to any other rights and remedies available to Landlord, Tenant agrees to indemnify, save, defend, and hold harmless the Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom.

5.5 Changes, Alterations. Tenant shall obtain Landlord's prior written consent, which will not be unreasonably withheld, and any approval and consent that may be required or advisable pursuant to any Governmental Approval and Applicable Legal Requirements, prior to making any material or structural alterations, changes, or additions to the Solar PV System. Tenant shall follow the review and approval procedures and standards set forth in this Section 5 to obtain Landlord's consent.

5.6 Insurance for Tenant's Work. During the performance of the Installation Work and any other improvements approved by Landlord, Tenant shall have and maintain in force public liability and property insurance, builder's risk insurance covering Landlord (with no exclusion for design or construction defects, errors or omissions), and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits, all in compliance with the provisions of Section 12.

5.7 Landlord Access/Inspection Rights/Notice of Damage.

(a). Landlord may, upon reasonable prior notice to Tenant, except in the case of an emergency, in which event Landlord will give notice as soon as practicable, enter upon any and all portions of the Premises for the purpose of ascertaining their condition or whether Tenant is observing and performing the obligations assumed by it under this Lease, and for the purpose of carrying out its obligations with respect to maintenance and monitoring of the Premises and any landfill cap located thereon, or as otherwise may be required by Applicable Legal Requirements. The foregoing notwithstanding, the Landlord and MassDEP (as applicable), their assigns and/or representatives, shall have full access to the Premises at all times and without restrictions, and Tenant shall provide the Landlord's Department of Public Works and such other Governmental Authorities as the Landlord shall reasonably specify (for example fire department; police) to any locked gates or other security measures limiting access to the Premises. If, at any time during the Installation Work, any Town of Monterey inspector or code enforcement official determines that the work poses a safety risk to the Town or its property or persons, he or she may issue a stop work order and the Tenant shall cease the Installation Work until such time as the risk has been remediated or abated to the satisfaction of the official.

(b). During the course of construction and any substantial alteration or modification of the Solar PV System, Tenant shall maintain all plans, shop drawings, and specifications relating to such construction so that Landlord, its agents or contractors may examine them at reasonable times upon reasonable prior notice.

(c). At any time, Landlord shall have the right, but not the obligation, upon reasonable prior notice to Tenant and without any hindrance by Tenant, to observe and inspect the Solar PV System for any reasonable purpose.

(d). Landlord shall have the right, upon reasonable prior notice to Tenant, to examine, during normal business hours, the books of account and other records in Tenant's possession, custody and control pertaining to Tenant's obligations under this Lease and Applicable Legal Requirements.

(e). Tenant shall immediately notify Landlord of any damage to or loss of use of the Premises or Solar PV System, and of any events or circumstances of which Tenant is aware that may result in damage or loss of use of the Premises or Solar PV System.

5.8 Performance and Payment Surety. Tenant shall, at least thirty (30) days prior to the commencement of the Installation Work, furnish to Landlord performance and payment bonds to cover the Installation Work, and any and all other bonds or forms of security required in the Lease, any Applicable Legal Requirements and Governmental Approvals. Bonds and other forms of security (collectively "Bonds") shall be in the form reasonably satisfactory to Landlord, issued by sureties qualified to do business in Massachusetts, and in the amounts of the cost of the Installation Work, any Applicable Legal Requirements and Governmental Approvals. The Bonds for the Installation Work shall remain in effect until ninety (90) days after Tenant achieves Commercial Operation and receipt by Landlord of the Notice of Commercial Operation to be issued by Tenant, unless (a) the Bonds have been fully drawn upon earlier by Landlord, (b) Landlord has provided notice to Tenant of a dispute regarding the completion of the Solar PV System in accordance with the provisions of this Agreement, in which case the Bonds shall remain in effect until the resolution of such dispute, or (c) Landlord provides the issuer of the Bonds written notice authorizing the termination of the Bonds. In the event original Bonds are delivered to Landlord, upon termination of the Bonds, the original shall be released to the Tenant.

5.9 Safety. During the Installation Work and any other Landlord-approved improvements to the Premises, Tenant shall install such safety devices as may be necessary and appropriate, and as Landlord may reasonably require, to ensure the safety of Landlord's personnel, persons on the Premises, the Premises, the Remaining Property, adjacent property of Landlord and others, and the general public. Notwithstanding anything to the contrary in the Agreement, Landlord is not responsible for the security of the Premises or any improvements made thereto, which shall be at all times the sole responsibility of Tenant.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES, COVENANTS OF LANDLORD

6.1 Authorization. Landlord represents and warrants that Landlord (i) has been duly authorized to enter into this Lease by all necessary action and (ii) will not be in default under any agreement to which it is a party with respect to the Premises (including any lease in respect of the Premises as to which Landlord is the tenant) by entering into this Lease or performing its obligations hereunder.

6.2 Landlord's Title to Leased Premises. Landlord shall not sell, assign or otherwise alienate the Premises unless Landlord shall have given Tenant at least thirty (30) days' prior written notice thereof, which notice shall identify the transferee, the portions of the Premises to be so transferred and the proposed date of transfer. Landlord agrees that this Lease and the Solar Easement shall run with the Premises and survive any transfer of any of the Premises. In furtherance of the foregoing, Landlord agrees that it shall cause any purchaser, tenant, assignee, mortgagee, pledgee or party to whom a lien has been granted by Landlord to execute and deliver to Tenant a document pursuant to which such party acknowledges and consents to Tenant's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Solar PV System and shall not gain any interest in the Solar PV System by virtue of Landlord's transfer.

6.3 No Interference with Solar PV System. Excluding activities required by Applicable Legal Requirements and activities ongoing on, in, or about the Property and Premises as of the date of execution of this Lease, Landlord will not knowingly conduct activities on, in or about the Premises that will cause material damage to or otherwise materially and adversely affect the Solar PV System. Tenant, upon Landlord's prior review and approval and at Tenant's sole expense, shall implement and maintain reasonable and appropriate security measures to prevent unauthorized parties from accessing the Premises or the Solar PV System, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Solar PV System.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES, COVENANTS OF TENANT

7.1 Authorization; Enforceability. The execution and delivery by Tenant of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

ARTICLE 8. MAINTENANCE

8.1 Maintenance of Premises. Tenant shall all at its sole cost and expense keep the Premises in first class and safe order and condition, comply with Tenant's Obligations, if any or, if Landlord is required by MassDEP (as applicable) to perform same, pay Landlord for such compliance, and shall not commit, or permit its agents, employees, representatives or invitees to commit, waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including sublessees) damage the Property (including, without limitation, any landfill cap) or any property of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly and in accordance with Applicable Legal Requirements repair and restore the Property, Premises and any other property of Landlord and any property of other tenants. Tenant shall be responsible for the removal of all of its trash and waste

and for removing snow and ice from the Premises. Tenant acknowledges that Landlord shall have no duty, obligation or liability to Tenant for the maintenance, repair and security of the Premises, except that Landlord shall, for its own benefit and not for the benefit of Tenant, be responsible for its own activities at the Premises, with which activities Tenant shall not interfere.

8.2 Maintenance of Solar PV System. Tenant shall maintain and repair the Solar PV System and related equipment so as to keep it safe, sanitary, and in first class working order and condition, all at its sole cost and expense. Landlord shall have no duty or liability to Tenant with respect to the maintenance, repair or security of the Solar PV System.

8.3 Temporary Removal of Solar PV System.

(a) Without limitation of any other provision of this Lease, in the event that the Premises require repairs for compliance with Applicable Legal Requirements, or to remedy material damage to the Premises caused by a Party, including replacement of all or a portion of the Landfill cap, Tenant shall remove the System or any part thereof to allow such repairs to be undertaken.

In the event Landlord undertakes such repairs to the Premises that do not arise from material damage to the Premises caused by Tenant in violation of this Lease or Tenant's obligations arising under Applicable Legal Requirements, Landlord shall:

- (i) be responsible for all costs of removal, storage, and reinstallation of the System,
- (ii) be responsible for all fees or costs charged by the LDC for reconnecting the System to the LDC System, and
- (iii) pay to Tenant all documented lost revenue associated with Electricity sales, SMART incentives, and Environmental Attributes that would have been due to Tenant but for such Premises repair, in each case based upon the estimated energy production of the System during the period of time the System did not operate due to the repair.

In the event such repairs to the Premises arise from material damage to the Premises caused by Tenant in violation of this Lease or Tenant's obligations arising under Applicable Legal Requirements, all cost and expense of such repairs shall be paid by Tenant, with no liability or penalty to Landlord.

(b) Landlord and Tenant shall cooperate and, subject to Applicable Legal Requirements, use commercially reasonable efforts to ensure that any repair to the Premises does not materially increase the cost of operating and maintaining the System. In the event of such repairs related to compliance with Applicable Legal Requirements, Tenant shall be entitled to participate in the communications between Landlord and such applicable Governmental Authority relating to the determination of need to remove any portion of the System to affect the repairs to the Premises, and the means and methods of implementing such repairs and the duration thereof.

8.4 Landlord's Cure Rights. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such demand, or forthwith in the case of emergency repairs, Landlord may (but shall under no circumstances be required or obligated to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to the Solar PV System or Tenant's property by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that

Tenant shall forthwith, on demand, pay to Landlord the costs thereof, failing which, Landlord shall have the remedies provided herein as it does for the failure to pay Rent.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. HAZARDOUS MATERIALS

10.1. Hazardous Materials. "Hazardous Materials" are as defined in Article 1.

10.2. Tenant Hazardous Activities. Tenant agrees that it shall not, nor allow others under its control (including subtenants and licensees) to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property, or cause the release of Hazardous Materials therefrom, in violation of any of the Environmental Laws or Tenant's Obligations.

10.3. Landlord Hazardous Materials. Tenant shall not be responsible for or have any liability for any pre-existing Hazardous Materials encountered at the Property ("Landlord Hazardous Materials"). Upon encountering any materials that Tenant suspects may constitute Landlord Hazardous Materials, Tenant shall immediately notify Landlord and may suspend work in the affected area as reasonably necessary until such materials are properly remediated by Landlord. Notwithstanding the foregoing, Tenant shall be responsible and liable for or any release or threat of release in violation of Environmental Laws of any Landlord Hazardous Materials caused by the act or omission of Tenant, or those for whom the Tenant is legally liable. Tenant's liability set forth in the preceding sentence is only to the extent of such release or threat of release of Landlord Hazardous Materials caused by the act or omission of Tenant, or those for whom the Tenant is legally liable.

10.4. Tenant Environmental Indemnity. In addition to any other rights and remedies available to Landlord, Tenant agrees to defend, hold harmless and indemnify Landlord from and to assume responsibility for any and all claims, suits, penalties, obligations, damages, losses, liabilities, payments, costs and expenses (including without limitation reasonable attorneys' fees) (collectively, "Claims") arising from (i) the failure by Tenant or its agents, employees, contractors, subcontractors, licensees or invitees (collectively, with Tenant, referred to as the "Tenant Parties") to comply with any applicable Environmental Laws, and (ii) any Hazardous Materials on or about the Premises which are in any way caused by or related to the acts or omission of any of the Tenant Parties.

10.5. Costs. The indemnifications and covenants of Section 10.4 specifically include reasonable costs, expenses and fees, including attorneys' fees, incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any Governmental Authority.

10.6. Survival. The provisions of this Section 10 will survive the expiration or termination of this Lease.

ARTICLE 11. INDEMNIFICATION; RELEASE

11.1 Tenant Indemnity. In addition to Tenant's indemnification obligations under Section 10 of the Lease and any other rights and remedies available to Landlord, Tenant shall indemnify, hold harmless, release and defend Landlord from and against all claims: (a) arising directly or indirectly from the failure of any of the Tenant Parties to comply with the terms of this Lease, and/or Applicable Legal Requirements; (b) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of any of the Tenant Parties; (c) relating to any work done or action taken during the Term of this Lease in, on or about the Premises or any part thereof, including, but not limited to, the Installation Work and any other improvement on the Premises, by any of the Tenant Parties; and (d) relating to the use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof during the Term of this Lease by any of the Tenant Parties.

11.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the Solar PV System or other personal property of Tenant unless caused directly and solely by the negligence or willful misconduct of the Landlord.

11.3 Limitation on Liability. Notwithstanding anything to the contrary in this Lease, Landlord shall in no any event be liable for any indirect, consequential, punitive or special damages, loss of profit or the like, whether or not such damages are deemed foreseeable, and Tenant hereby waives any claims that Tenant or the other Tenant Parties may have against Landlord with respect to such damages.

11.4 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Landlord shall be individually or personally liable for any obligation or liability of Landlord under this Lease.

11.5 Survival. The provisions of this Section shall survive the termination or expiration of this Lease.

ARTICLE 12. INSURANCE

12.1 Required Insurance. Tenant shall maintain, during the Term of this Lease and for so long as Tenant or the Solar PV System continues to be on the Premises, the following insurance:

(a) Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than \$2,000,000 per occurrence, \$2,000,000 per occurrence for bodily injury liability, \$4,000,000 general aggregate (applied per job), and \$2,000,000 products and completed operations aggregate written for a period of three years beyond final payment under Tenant's contracts for the Installation Work. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability;

(b) Minimum additional \$5,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance;

(c) Professional Liability Insurance, covering errors and omissions, \$2,000,000 each occurrence and \$4,000,000 aggregate limit;

(d) Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 bodily injury per person, \$500,000 bodily injury per accident, and \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$1,000,000 personal umbrella policy;

(e) Workers' Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employers' Liability limits of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit; and

(f) All-risk property damage insurance for replacement of the Solar PV System and Tenant's other personal property. Said insurance shall include coverage for all-natural disasters, including earthquakes, hurricanes, tornadoes, and damages to or loss of construction materials while in transit. The value of such insurance shall be in an amount not less than the total costs to construct and install the Solar PV System, including all so-called "soft" costs (e.g., fees for engineering, architectural, legal and other services).

12.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

(a) Tenant shall submit certificates of insurance for all coverage required hereunder on the Commencement Date and on each anniversary thereof, or at Landlord's reasonable request, together with such other relevant insurance documentation as Landlord may reasonably request. All the insurance required under this Section 12 shall name Landlord as additional insured.

(b) All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord and shall not call on Landlord's insurance for contributions.

(c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.

(e) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease.

(f) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.

(g) Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible landlords or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

c) Tenant shall provide at least ten (10) days' prior written notice to Landlord of any cancellation or non-renewal of any required coverage.

d) In the event Tenant's insurance is canceled or not renewed, and Tenant fails to provide substitute policies, Landlord may secure equivalent insurance coverage and Tenant shall, upon demand, pay the reasonable total premium charges thereon either directly to the insurance companies or reimburse Landlord for the premiums as Additional Rent if paid by Landlord.

12.3 Landlord's Cure Rights. In the event of Tenant's failure, in whole or in part, at any time during the Term of this Lease or thereafter, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent.

12.4 Insurance Proceeds for Damage to Property. In the event any damage to the Property, including the Premises, is covered by insurance, all insurance proceeds payable on account of such damage that are received by, or within the control of, Tenant, shall forthwith be paid to Landlord.

ARTICLE 13. DEFAULT

13.1 Default by Tenant. It shall be an Event of Default if:

(a) Tenant fails to pay Rent or comply with any provision curable by the payment of money, including, without limitation, Tenant's obligation to maintain the insurance required under this Lease, when due hereunder and such failure continues for fifteen (15) days after written notice from Landlord that the same is due;

(b) Tenant fails to perform or observe any other term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Landlord, provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant promptly commences to cure the default within such thirty (30) day period and prosecutes the same to completion with

reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Landlord unless otherwise agreed upon in writing); or

(c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee shall have within said ninety (90) days remedied all defaults under this Lease; and (ii) such debtor in possession, receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by Landlord, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee does hereby waive its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the court's Order for Relief.

(d) Tenant has committed an Event of Default.

Upon an Event of Default, Landlord at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least forty-five (45) days after the giving of such notice, subject to the rights for cure if and only if such rights apply to the Event of Default in question. Unless the Event of Default is one for which a cure may be made, and a cure has been made or commenced in accordance with Section 13.I, upon the date specified in such notice, this Lease and the Term hereby demised, and all rights of Tenant under this Lease shall expire and terminate, and Tenant shall remain liable as hereinafter provided prior to the default.

At any time or from time to time after any such expiration or termination of a cure period provided above, and notwithstanding anything to the contrary in this Lease, Landlord shall have the right, but not the obligation, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and/or remove the Solar PV System and Tenant's other effects on the Premises at Tenant's cost, without prejudice to any remedies which might otherwise be available to Landlord.

Upon an Event of Default, Landlord shall be entitled to exercise any and all rights and remedies available under this Lease, and Landlord may, but shall not be obligated to, take any and all actions to cure Tenant's default, all at Tenant's cost and expense. Landlord may enter upon the Premises (after ten (10) days' written notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

Tenant agrees to reimburse Landlord for all costs associated with the enforcement of this Lease, and any and all provisions therein, including but not limited to all legal and court costs and attorneys' fees. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be

entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

The provisions of this Section 13.1 shall survive the expiration or earlier termination of this Lease.

13.2 Landlord Event of Default. It shall be an event of default under this Lease if Landlord fails to perform any material term or condition under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure, provided, however, that no such failure will be deemed to exist if Landlord commences to cure the default within such sixty (60) day period and thereafter prosecutes the same to completion with reasonable diligence. In the event that Tenant terminates this Lease because of Landlord's default hereunder, Tenant shall have the right to pursue any and all remedies available to it under this Lease.

ARTICLE 14. LEASEHOLD MORTGAGES

14.1 Leasehold Mortgages. Tenant shall have the right, from time to time, without the prior consent of Landlord, to mortgage, hypothecate, pledge, or otherwise encumber Tenant's leasehold estate in the Premises as security for payment of any indebtedness and/or the performance of any obligation by means of one or more mortgages, assignments of leasehold interest or any other security instruments in favor of an institutional lender or lenders (referred to herein as a "Permitted Institutional Mortgage" with the holder of such mortgage referred to herein as a "Permitted Institutional Mortgagee"). Each Permitted Institutional Mortgage shall mature no later than the last day of the term of this Lease, and shall be a leasehold mortgage only, expressly subject to the terms and conditions of this Lease. It is expressly understood and agreed that Tenant has no right to mortgage or otherwise encumber the fee title to the Property or the Premises. Tenant shall promptly deliver to Landlord a true copy of the Permitted Institutional Mortgage and any assignment thereof. Landlord shall have no obligation to notify a Permitted Institutional Mortgagee of any default under this Lease or otherwise, and any such notice shall be the responsibility of Tenant notwithstanding anything to the contrary in this Lease.

14.2 Permitted Institutional Mortgages not Assignment. The making of a Permitted Institutional Mortgage shall not be deemed to constitute an assignment or transfer of this Lease. Nor shall any Permitted Institutional Mortgagee, as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Permitted Institutional Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of the leasehold interest created by this Lease in any proceedings for the foreclosure of any Permitted Institutional Mortgage, or the assignee or transferee of such leasehold interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Institutional Mortgage, shall be deemed to be an assignee or transferee and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, and shall immediately execute a written instrument assuming Tenant's obligations hereunder. Absent agreement of the Parties in writing, Tenant shall not be relieved of its obligations

under the Lease notwithstanding the making of a Permitted Institutional Mortgage or any subsequent assignment or transfer to a Permitted Institutional Mortgagee.

ARTICLE 15. FIRE OR OTHER CASUALTY; CONDEMNATION

15.1 Casualty. If, at any time during the Term, there is a Solar PV System Loss, Tenant shall repair, or remove and replace the Solar PV System as required by the circumstances.

15.2. Condemnation. In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide reasonably prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Premises, or a portion sufficient to render the Premises demonstrably unsuitable for Tenant, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises.

ARTICLE 16. SURRENDER

Within ninety (90) days from the expiration or termination of this Lease, Tenant shall remove the Solar PV System and all other improvements installed by Tenant on the Premises in compliance with Applicable Legal Requirements and restore the Premises to its original condition as of the Commencement Date. In connection with such removal, Landlord shall continue to provide Tenant with access to the Premises without payment of further Rent or consideration during said 90-day period. Any improvements not removed from the Premises within the foregoing 90-day period shall be deemed abandoned and shall become the sole property of Landlord. In such case, Landlord shall have the right to use the Decommissioning Assurance, as provided in Exhibit E, to pay for the removal of the Solar PV System, any costs associated with repairing any damage caused to the Premises or Property for the removal of the Solar PV System and/or to make such repairs or improvements to the Premises to restore the Premises to its original condition, reasonable wear and tear excepted. The provisions of this Section shall survive expiration or earlier termination of this Lease.

ARTICLE 17. ASSIGNMENT; SUBLET

The Tenant shall not assign this Lease or sublet the Premises or any portion thereof under any circumstances absent the advance written approval of Landlord, which may be withheld in Landlord's sole discretion and any assignment or sublease without such advance written approval is null and void. The granting of a Permitted Institutional Mortgage shall not be deemed an assignment of this Lease, unless the Permitted Institutional Mortgagee forecloses thereupon.

ARTICLE 18. MISCELLANEOUS

18.1 Landlord's Access. In addition to such other rights of access stated in this Lease, Landlord or Landlord's agents may, at reasonable times, and upon reasonable notice to Tenant except in case of emergency when no such notice shall be necessary, enter the Premises to ensure compliance with the terms of this Lease, to take necessary actions to protect the property or persons on the

Property, including the Premises, to enforce the terms of this Lease, to perform any work or activities that are required of Landlord, or for any other purpose.

18.2 Quiet Enjoyment.

(a) Landlord covenants that so long as no Event of Default has occurred and is continuing, but subject at all times to Applicable Legal Requirements and the activities of Landlord on and about the Premises as of the Commencement Date, Tenant shall quietly have and enjoy the Lease Area during the Term. Landlord's exercise of self-help remedies provided under this Lease and rights of entry and inspection and right to continue to perform its activities on and about the Premises and the landfill shall not be considered a breach of the covenant of quiet enjoyment notwithstanding anything to the contrary herein. Landlord's exercise of the rights of access in accordance with the terms of this Lease or Applicable Legal Requirements shall not be deemed a breach of the covenant of quiet enjoyment.

(b) Tenant shall operate, maintain and repair the Solar PV System in a manner that will not obstruct or interfere with Landlord's use of the Property, the Cable Area, or the Remaining Property or the rights of any other occupants in and to such areas. In the event interference occurs, Tenant agrees to take all reasonable steps necessary and appropriate to eliminate such interference promptly, but no later than thirty (30) days from notification by Landlord. Tenant will use its best efforts, which shall at minimum be reasonable and diligent, to operate, maintain and repair its Solar PV System in a manner that does not interfere with the Remaining Property. Landlord may construct, reconstruct, modify or make alterations to the Property, the Cable Area, and the Remaining Property so long as such activities do not materially and adversely interfere with the operation of the Solar PV System, provided, however, that Landlord may do all such things as may be required by Applicable Legal Requirements notwithstanding anything to the contrary in this Lease.

18.3 No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any Governmental Approval, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

18.4 Subordination to Existing Leases, Easements and Rights of Way. Tenant acknowledges and understands that this Lease and all rights of Tenant hereunder are subject and subordinate to all existing easements, rights of way, declarations, restrictions or other matters of record. Landlord reserves the right to grant additional leases, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, which do not materially and adversely interfere with Tenant's use of the Premises and the operation of the Solar PV System, provided, however, that Landlord may do all such things as may be required by Applicable Legal Requirements notwithstanding anything to the contrary in this Lease.

18.5 Amendments. This Lease may be amended only in writing signed by Tenant and Landlord or their respective successors in interest.

18.6 Notices. Any notice required or permitted to be given in writing under this Lease shall be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail. Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand deliver or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile, unless confirmation of successful transmission is received, including by way of a reply to the e-mail by the receiving Party. A Party may change its address and contact information by providing notice of the same in accordance with the provisions of this section.

If to Landlord:

If to Tenant:

18.7 Waiver. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either Party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

18.8 Remedies Cumulative. Except as expressly provided herein, no remedy herein conferred upon or reserved to Tenant or Landlord shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

18.9 No Third-Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a Party hereto.

18.10 Landlord's Costs. Tenant shall reimburse Landlord for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for Landlord's consent hereunder.

18.11 Captions. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

18.12 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.13 Choice of Law. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts notwithstanding any laws regarding conflicts of laws, and any claims or dispute relating to this Lease shall be brought in courts within the Commonwealth of Massachusetts, and the Parties hereby assent to the jurisdiction of such courts.

18.14 Binding Effect. This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

18.15 Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court proceedings between the Parties.

18.16 Entire Agreement. This Lease represents the full and complete agreement between the Parties with respect to the subject matter contained therein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

18.17 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold its compliance with any reasonable request made pursuant to this Section, provided, however, that Landlord shall not be required to execute any additional document, instrument or assurance that it reasonably believes will increase its risk or obligations under the Lease.

18.18 Notice of Lease. Landlord and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, and agree to execute, upon termination

of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with the Berkshire County Registry of Deeds.

18.19 Conflict of Interest. Tenant acknowledges that Landlord is a municipality. Tenant shall familiarize its employees involved with this Agreement with the provisions of M.G.L. c. 268A, as may be amended. Tenant represents that it and its employees and subcontractors do not now, and will not during the term of this Agreement, engage in conduct or have an interest, which would violate M.G.L. c. 268A.

18.20 Immunities. Landlord does not waive any of the rights, remedies, defenses and immunities afforded Landlord, as a municipality, under M.G.L. c. 258, all of which rights, remedies, defenses and immunities Landlord hereby reserves.

[Signature page to follow]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

LANDLORD:

TOWN OF MONTEREY

By its SELECTMEN

TENANT:

XXXXXXXXXXXXXXXXXXXXX

By: _____

Name:

Title:

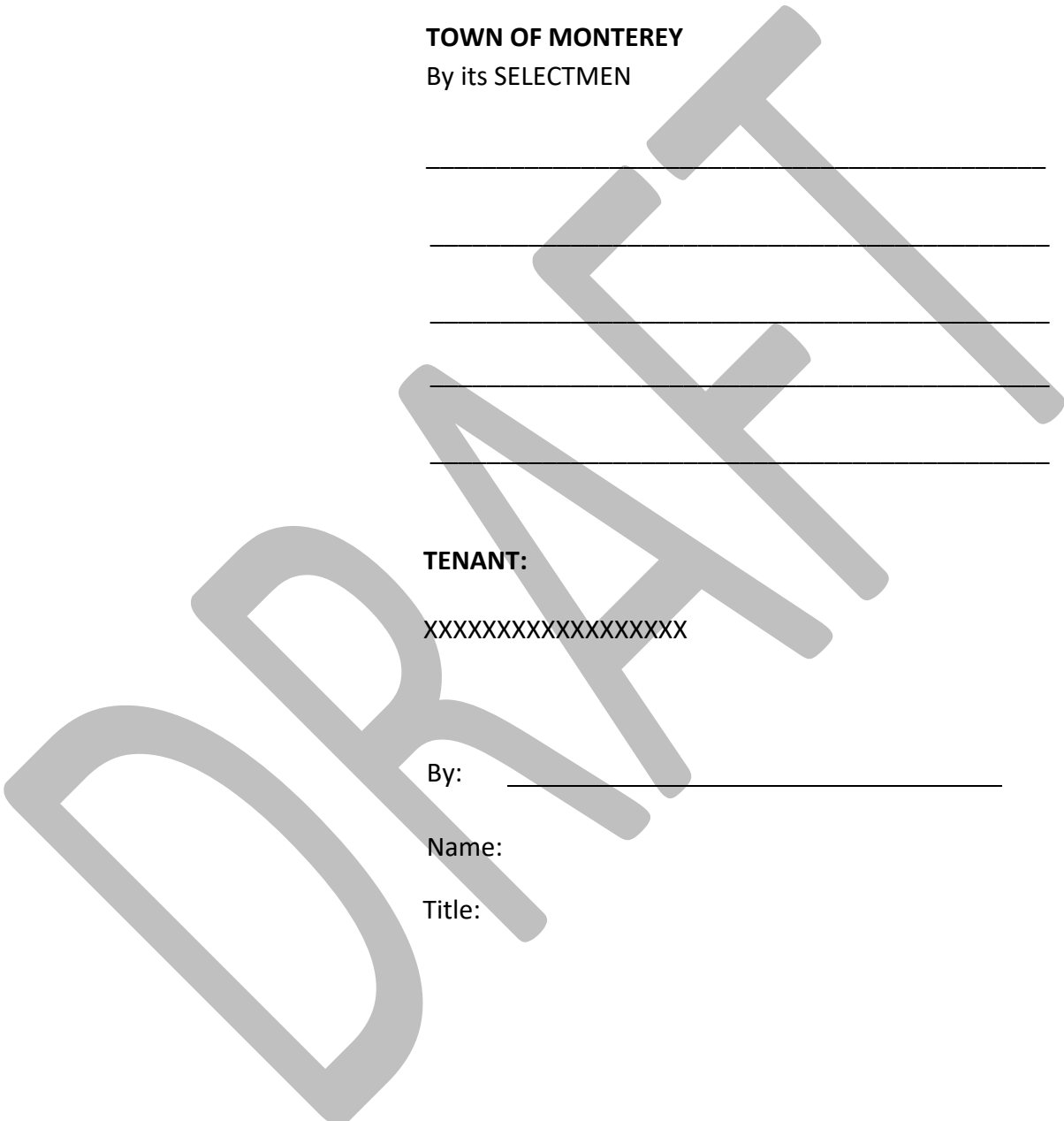


EXHIBIT A

DESCRIPTION OF PREMISES

DRAFT

EXHIBIT B

LOCATION OF LEASE AREA

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EXHIBIT C

PAYMENT IN LIEU OF TAX AGREEMENT

DRAFT

EXHIBIT D

RENT SECHEDULE

DRAFT

EXHIBIT E

DECOMMISSIONING ASSURANCE

DRAFT

EXHIBIT E

PAYMENT AND PERFORMANCE BONDS

DRAFT

APPENDIX 1. SUPPORTING DOCUMENTATION

- A copy of the As-Built Site Plan with Civil Drawings
- Landfill grading plan
- A recent Environmental Monitoring Report
- Monterey Bylaw – Solar Photovoltaic section extracted – Article 14.2, pages 109-110

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