

TOWN OF GILL

M A S S A C H U S E T T S



www.gillmass.org

SELECTBOARD MEETING MINUTES

June 13, 2016

Call to Order: The Selectboard meeting was called to order at 5:35 PM.

Members Present: Greg Snedeker, John Ward, Randy Crochier (5:53 PM) Members Absent: none

Others Present: Ray Purington, Admin. Assistant; Janet Masucci; Kent Alexander; Lynda Hodsdon Mayo

Warrant: The Selectboard reviewed and signed the FY 2016 vendor and payroll warrants #22.

Early Voting Procedures: Town Clerk Lynda Hodsdon Mayo updated the Selectboard on the new requirement to provide early voting for all elections, starting with the September 8, 2016 Massachusetts Primary. The process will be very similar to the current absentee voting, but with early voting, any registered voter will be eligible. Early voting begins 11 days before an election, and must occur for all elections, including town elections. Hours for early voting will follow the regular hours of the Town Clerk.

Ronnie LaChance, Randy Crochier, and Fred Chase II joined the meeting at 5:53 PM.

Failure to Elect an Assessor: Formal notice was provided to the Selectboard by the Board of Assessors of the Town's "Failure to Elect" an Assessor at the May 16th election. The Selectboard agreed that a blurb announcing the vacancy should be run in the newspapers, in hopes of getting a volunteer to step forward to be appointed. Lynda Hodsdon Mayo left the meeting at 6:00 PM.

Borrowing for Safety Complex Roof: Treasurer Ronnie LaChance met with the Selectboard to get their approval on a 3-year loan for \$47,200 needed to be borrowed for the replacement of the membrane roof at the Public Safety Complex. She recommended the loan be awarded to Easthampton Saving Bank Government Banking, which bid the lowest interest rate, 1.90% APY. The project was previously approved by voters as a debt exclusion in 2014. Greg made a motion, seconded by Randy, to award the loan to Easthampton Savings Bank Government Banking for the 3-year term, and to authorize the members of the Selectboard to sign the loan paperwork once it is available. The vote was unanimous in the affirmative. Ronnie LaChance left the meeting at 6:08 PM.

Minutes: No minutes were available for review.

Green Community Grant: The window restoration project at the Riverside Building is starting to get underway, with an exchange of paperwork (W-9, insurance certificates) in the past week.

Sewer: There was a discussion of the most recent chart comparing average daily use of water and average daily outflow of sewage. It is puzzling why the March-May water use is up and the sewer outflow is down. No conclusions were reached. Sewer and water users were reminded to watch and listen for leaks and to report them.

Gill Elementary Well: Results have been received from the second tests for iron and manganese, and speciation tests for arsenic. However, the results are illegible (poor quality scan of a poor quality fax). Ray is working to get a clean copy.

Mariamante/Community Solar: Nothing to report.

Annual Reports: Nothing to report.

Multi-Agency Coordination Center: Ray reported that Town Counsel is still reviewing questions raised about the MACC agreement, and whether the agreement by itself could bind a town to paying for mutual aid services it receives by activating the MACC. The agreement seems to anticipate payment will be made, but it is not clear that

payment becomes an obligation unless there is a supplemental agreement between the aid-giving and aid-receiving towns.

Computer Purchase Order: Ray presented a state-bid quote from GovConnection for \$1,147.75 to purchase a new computer, larger monitor, and updated Microsoft Office for the Treasurer/Tax Collector. He expects that by splitting the purchase to multiple vendors, the total price will be less than the quote. Knowing that computer pricing can fluctuate depending on availability, and trusting Ray's ability to get a good deal, Randy made a motion, seconded by Greg, to authorize the purchase of the computer, monitor, and software at a cost not to exceed \$1,300. The vote was unanimous in the affirmative. (The three items were ultimately bought for \$951.55.)

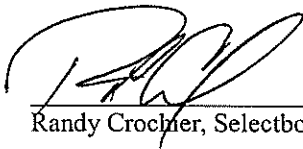
Sewer Commitment: Randy made a motion, seconded by Greg, to sign the sewer commitment for \$24,209.46 with a bill date of June 15, 2016. The vote was unanimous in the affirmative.

FRCOG Contracting for Highway Bids: Greg made a motion, seconded by John, to authorize the FRCOG to contract on behalf of the Town for the FY17 Franklin Regional Cooperative Highway Products and Services Bids. Randy disclosed that he works part-time for the FRCOG, but not for the Purchasing Program. The motion passed 2 – 0, with Randy abstaining.

PILOT Agreement with Borrego Solar: The Selectboard reviewed the proposed Payment In Lieu Of Taxes (PILOT) agreement between the Town and Borrego Solar for the solar photovoltaic facility planned for 11.37 acres of land owned by the Northfield Mount Hermon School. The agreement has been reviewed by Town Counsel and is acceptable. The rate of payment corresponds to the amount originally discussed in December 2015, but has been adjusted to match the more recent calculations of the system's capacity (1.992 MW AC and 2.77056 MW DC). The first year's payment is scheduled to be \$14,938.86, with total payments of \$362,974.99 over the 20-year term. Randy made a motion, seconded by Greg, to recommend the PILOT Agreement to the Special Town Meeting scheduled for June 28th. The vote was unanimous in the affirmative.

The meeting adjourned at 6:34 PM to join with the Finance Committee for a joint meeting to prepare for the 6/28 Special Town Meeting.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



Randy Crochier, Selectboard Clerk

TOWN OF GILL
M A S S A C H U S E T T S

SB 6/13/16



Board of Assessors

June 8, 2016

Gill Board of Selectmen
Town Hall
Gill, MA 01354

Dear Board of Selectmen:

The Gill Board of Assessors would like to notify the Selectboard of Gill that the Annual Town Election ended with "a failure to elect" to the position of Assessor as a write-in candidate.

According to MGL Chapter 40, Section 11, the Board of Assessors therefore has 30 days in which to notify you of this vacancy in request of an appointment.

The person you appoint must be a resident of Gill as well as a registered voter.

We await your reply.

The Assessors would like you to schedule a meeting to discuss any thoughts you have regarding this appointment.

Sincerely,

Gill Board of Assessors
Ray Purington-Chair
Nancy Griswold

6/13/16

Bids on Public Safety Complex Roof

Amount \$47,200.00

Greenfield Co-op Bank

3yrs 2.15%

5yrs 2.70%

Easthampton Government Bank

→ 3 yrs 1.90%

5 yrs 2.40%

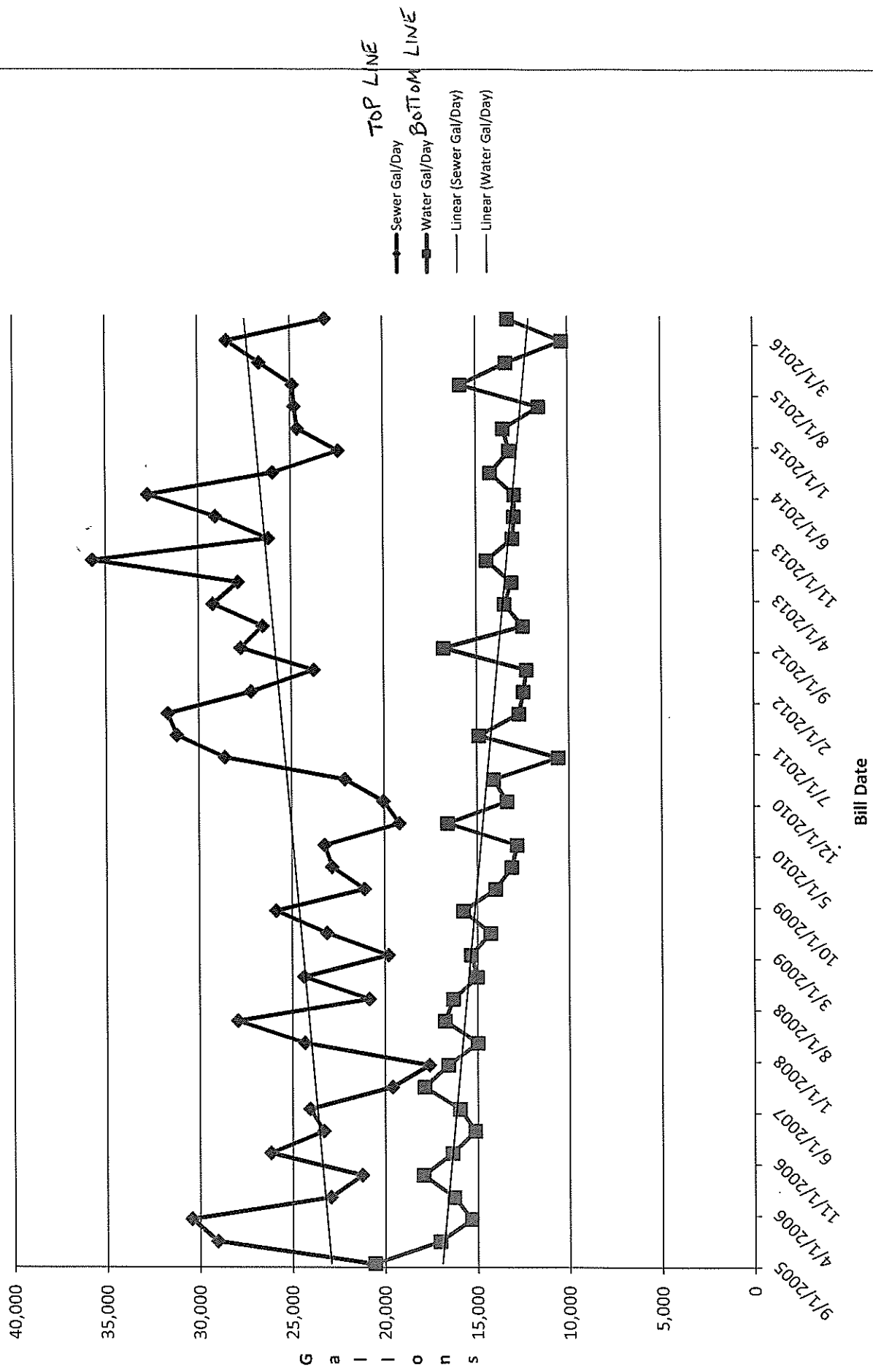
Unibank

3 yrs

5yrs

Did not bid.

Historical Comparison of Water & Sewer Usage in Gallons Per Day



SALES QUOTE

GovConnection, Inc.
 732 Milford Road
 Merrimack, NH 03054

Account Executive: Robert Folz
Phone: (800) 800-0019 ext. 34228
Fax: (603) 683-1061
Email: rfolz@govconnection.com

24090929.09-W1
 PLEASE REFER TO THE ABOVE
 QUOTE # WHEN ORDERING

Date: 6/7/2016
Valid Through: 6/30/2016
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Ray Purington
Email: administrator@gillmass.org

Phone: (413) 863-9347
Fax: (413) 413-8637

QUOTE PROVIDED TO: AB#: 9723510 TOWN OF GILL ACCOUNTS PAYABLE 325 MAIN ROAD GILL, MA 01354 (413) 863-9347	SHIP TO: AB#: 9723511 TOWN OF GILL 325 MAIN RD GILL, MA 01354 (413) 863-9347
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	27.00 lbs	NET 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	31014835	Y6FG9	OptiPlex 3040 SFF Core i5-6500 3.2GHz / 8GB / 500GB / DVD+RW / GbE / W7P64-W10P Dell Systems	Dell Systems	\$ 675.00	\$ 675.00
2	1	16221705	UM.VV6AA.C01	23" V236HL Cbd Full HD LED-LCD Monitor, Black Acer Monitors	Acer Monitors	\$ 115.00	\$ 115.00
3	1	30692714	269-16814	Office Professional 2016 ESD (Electronic Software Download) ***NO RETURNS*** Microsoft	Microsoft	\$ 357.75	\$ 357.75
Subtotal						\$	1,147.75
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	1,147.75

*Lease for as low as: \$38.27/Mo.

TOWN OF GILL

M A S S A C H U S E T T S



www.gillmass.org

OFFICE OF THE BOARD OF SEWER COMMISSIONERS Sewer Use Charges and Inspection Fees

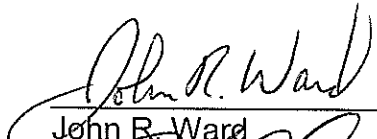
To: Town Accountant

You are hereby notified that COMMITMENT(S) as shown below has (have) this day been made by the Board of Sewer Commissioners to Veronica LaChance, Tax Collector (Town Collector) and Collector of Sewer Charges. Bill date is June 15, 2016.

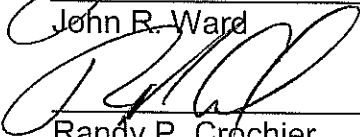
To: Veronica LaChance, Tax Collector (Town Collector) and Collector of Sewer Charges for the Town of Gill in the County of Franklin:

You are hereby required to collect from the several persons named in the list dated June 1, 2016, herewith committed to you the amount of the sewer usage charges assessed therein to each such person, with penalties, the sum total of such list being Twenty Four Thousand Two Hundred Nine and 46/100 Dollars (\$24,209.46).

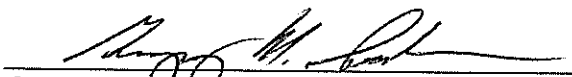
Given under our hands the 13th day of June, 2016.



John R. Ward



Randy P. Crochier



Gregory M. Sredeker

Board of Sewer Commissioners of the Town of Gill

TO: Andrea Woods, Purchasing Program Manager
FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

We understand that our municipality is participating in the **Franklin Regional Cooperative Highway Products and Services Bids** and Contracts for FY 2017.

We authorize the Franklin Regional Council of Governments (FRCOG) to contract on our behalf and we have taken action to duly appoint the FRCOG for the above mentioned bid(s).

We acknowledge that FRCOG takes precautions to ensure that any procured vendors or contractors have adequate insurance coverage as required by law. Nevertheless, in the event that any vendor or contractor is deemed to be an employee of our city/town for the purposes of Massachusetts Workers Compensation laws, as set forth in Massachusetts General Law (M.G.L.) c. 152, or lapses in their liability coverage, we agree to indemnify and hold harmless FRCOG from any and all claims, liabilities, assessments, costs (inclusive of attorneys' fees and costs of litigation), penalties, judgments, and awards which may be assessed against us

We agree to abide by M.G.L. c. 30b and c. 30, §39M for the purposes of procuring additional highway products and services, and will not engage in any activity in violation of Massachusetts ethics laws.

All financial obligations to vendors and contractors as a result of this agreement are the full responsibility of our city/town and not the FRCOG.

BOARD OF SELECTMEN/MAYOR OF THE TOWN/CITY OF: Gill

John R. Ward
Signature

Signature

[Signature]
Signature

Signature

Signature

6/13/16
Date

This form needs to be returned by June 10, 2016

You may FAX it to 413-774-3169, scan/email it to bids@frcog.org or mail it to

FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

6/13/16
Selectboard

EXECUTION VERSION

AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59 § 38H(b)

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 38H(b) (this "Agreement") is made and entered into as of June ____, 2016 by and between 978 SOLAR DEVELOPMENT, LLC ("Developer"), and the TOWN OF GILL, a municipal corporation duly established by law and located in Franklin County, Commonwealth of Massachusetts (the "Town"). Developer and the Town may also be referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, Developer plans to build, own and operate a solar photovoltaic facility, anticipated to have an estimated nameplate capacity of approximately 2.770560 megawatts ("MW"), direct current ("DC"), and 1.992000 MW, alternating current ("AC"), (such facility, as further defined below, the "Project"), utilizing approximately 11.37 acres of land located at 586 Main Road, Gill, Massachusetts, owned by the Northfield Mount Hermon School ("Property Owner"), as shown on Assessor's Map 202, Lot 4, a copy of which map is included in Exhibit A (the "Property");

WHEREAS, it is the intention of the Parties that the Developer make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes for the Project in accordance with M.G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for real and personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Property Owner, including, but not limited to, real property taxes for the Property (including buildings and, excluding the Project, fixtures located thereon), and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

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

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of real and personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (each fiscal year, July 1-June 30). Each annual payment will be in the amounts set forth in Exhibit B (each, an "Annual Payment"), which are based upon and assume a Project with an installed nameplate capacity as set forth above, and are subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in two (2) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments, each of which shall be due on or before the due date of

the Town's semi-annual tax bills (typically November 1, and May 1, each a "Semi-Annual Payment Date") of each fiscal year. Each semi-annual payment amount and due date will be noted on a tax bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all semi-annual installments (for which no bill has been issued by the Town) in equal installments by the dates aforesaid.

Annual Payments shall commence (the "Commencement Date") with the first semi-annual installment due on the first November 1 (the first Semi-Annual Payment Date of a fiscal year) following the Town's issuance of a building permit for the Project; and shall end with the last semi-annual installment due on May 1 (the last Semi-Annual Payment Date of a fiscal year) of the twentieth (20th) fiscal year after the Commencement Date.

Other than as provided in Paragraph 2, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities); and the Town agrees that, except as otherwise specified in this Agreement, Annual Payments will not be increased for any reason (including without limitation on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.
 - a. AC Nameplate Capacity Changes. If, as of the date Developer receives from the local electric utility written authorization to interconnect and commence operations of the Project (the "Commercial Operations Date"), the installed AC nameplate capacity of the Project (the "AC Capacity") is more or less than the AC Capacity set forth above, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price of \$7.500/KW (AC) for each KW (or portion thereof) change in AC Capacity. If after the Commercial Operations Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the AC Capacity is increased, the Annual Payments shall be increased by the aforesaid unit price for each KW increase in AC Capacity.
 - b. DC Nameplate Capacity Changes. If after the Commercial Operations Date, as a result of the addition, replacement, or enhancement of Project equipment, improvements or other property the installed DC nameplate capacity of the Project ("DC Capacity") increases, the Annual Payments reflected in Exhibit B shall be increased by a unit price of \$5.392/KW (DC) for each KW change in DC Capacity.

In the event that both the AC Capacity and DC Capacity increase as a result of the addition, replacement or enhancement of the same Project equipment, improvements or other property, the unit price (DC or AC) resulting in the largest increase in Annual Payments shall apply.

- c. Notice of Commercial Operations Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying that date and the DC Capacity and AC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change in AC/DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; the resulting change in AC/DC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2.

3. Inventory. Attached to this Agreement as Exhibit C is a preliminary, itemized inventory prepared by Developer (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with fair market values for each improvement and item of equipment or property, along with the estimated nameplate capacity (DC and AC) of the Project, and estimated annual production of electricity (in kilowatt hours) to be generated by the Project. Only property necessary or incidental to the production of electricity shall be included in the Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, fixtures constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Within thirty (30) days after the Commercial Operations Date, Developer shall propose an updated Inventory if different from the Inventory in Exhibit C. Within thirty (30) days after the Town's receipt of such notification, the Parties will agree on an updated Inventory. In the event the Parties are unable so to agree in such 30-day period, the Town shall, at its sole election, reasonably determine the updated Inventory, or assess taxes for such portions of the Project that are not included in the Inventory in Exhibit C as if this Agreement did not exist. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer. Developer shall also provide the Town any future amendments to

such application or interconnection agreement within fourteen (14) days after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in M.G.L. c. 59 and M.G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under M.G.L. c. 59, § 75, or "Real Property," as defined in M.G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any real and personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer or Property Owner, including, but not limited to, real property taxes for the Property (including any buildings and, excluding the Project, fixtures located thereon), and taxes for personal property not incorporated into the Project, which taxes, if any, shall be assessed in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause (ii), Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable;

(b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a “generation company” or “wholesale generation company” as those terms are used and/or defined in M.G.L. c. 59 § 38H(b), and M.G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by Town Meeting. In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer
978 Solar Development, LLC

c/o Borrego Solar Systems, Inc.

360 22nd Street, Suite 600

Oakland, CA 94612

with a copy to

Borrego Solar Systems, Inc.

360 22nd Street, Suite 600

Oakland, CA 94612

Attn: General Counsel

To: Town of Gill
Town of Gill

ATTN: Selectboard

Gill Town Hall

325 Main Road

Gill, MA 01354

Any such addresses for the giving of notices may be changed by either Party by giving

written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of “conflicts of laws.” The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all actions brought hereunder shall be solely the state courts located in Franklin County, Massachusetts. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than ninety (90) days, Developer may, at its election, terminate the Agreement following expiration of such 90-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to M.G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Developer.

- a. During the term of the Agreement, Developer will not do any of the following:
 1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to M.G.L. c.59, § 5

(Clause Third);

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or
4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.
5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in M.G.L. c. 59, § 38H(b) and M.G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to M.G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than one time in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than one time in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or
- d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Termination by Developer. In the event a Commercial Operations Date (hereinafter defined) is not reached for the Project within two (2) years after the Town's issuance of a building permit for the Project, Developer may terminate this Agreement upon written notice, and the Project shall be subject to tax in accordance with applicable laws and regulations.

16. Payment of Town Costs. Upon execution of this Agreement, the Developer shall reimburse the Town up to \$2,000, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

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

TOWN OF GILL

978 SOLAR DEVELOPMENT, LLC
By: BORREGO SOLAR SYSTEMS, INC.
Its solar manager and member

By: _____

By: _____

Title: Chair, Selectboard

Title: _____

Date: _____

Date: _____

EXHIBIT A

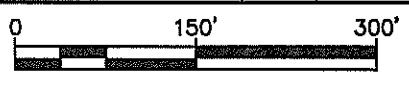
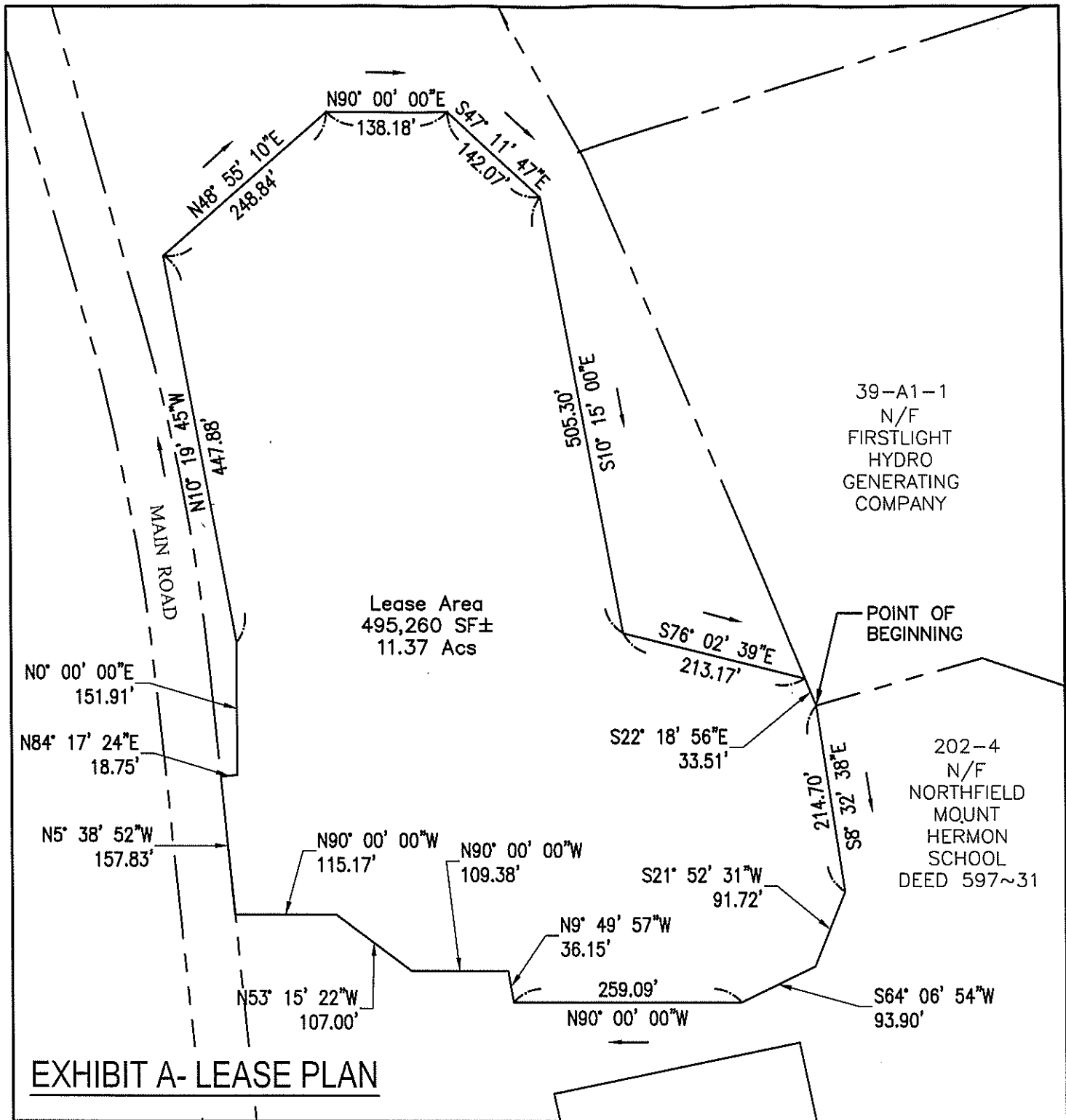
Legal Description of the Leased Premises: A Lease Area, located on the Easterly sideline of Main Road, in the Town of Gill, County of Franklin, the Commonwealth of Massachusetts, and being a portion of land of Northfield Mount Hermon School (Deed Book 597 Page 31), bounded and described as follows:

Beginning at a point on the easterly sideline of said parcel of land referenced above also being the Southwesterly corner of and N/F of Firstlight Hydro Generating Company; thence running

S 08°32'28" E	a distance of 214.70 feet to a point;
S 21°52'31" W	a distance of 91.72 feet to a point;
S 64°06'54" W	a distance of 93.90 feet to a point;
N 90°00'00" W	a distance of 259.09 feet to a point;
N 09°49'57" W	a distance of 36.15 feet to a point;
N 90°00'00" W	a distance of 109.38 feet to a point;
N 53°15'22" W	a distance of 107.00 feet to a point;
N 90°00'00" W	a distance of 115.17 feet to a point along the easterly sideline of Main Road; thence along said sideline;
N 05°38'52" W	a distance of 157.83 feet to a point; thence leaving said sideline of Main Road;
N 84°17'24" E	a distance of 18.75 feet to a point;
N 00°00'00" E	a distance of 151.91 feet to a point;
N 10°19'45" W	a distance of 447.88 feet to a point;
N 48°55'10" E	a distance of 248.84 feet to a point;
N 90°00'00" E	a distance of 138.18 feet to a point;
S 47°11'47" E	a distance of 142.07 feet to a point;
S 10°15'00" E	a distance of 505.30 feet to a point;
S 76°02'39" E	a distance of 213.17 feet to a point;
S 22°18'56" E	a distance of 33.51 feet to the Point of Beginning.

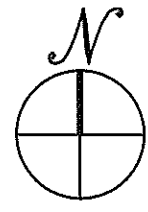
The above described Lease Area contains an area of 495,260±s.f. (11.37 acres) and is more particularly shown and described as Lease Area on a plan entitled: Exhibit A- Lease Plan, 586 Main Road, Gill, MA 01354, Date: May 25, 2016, Scale 1"=150', Prepared by: Borrego Solar Systems, Inc.

[see attachment for Exhibit A – Lease Plan]



SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" X 11"

586 MAIN ROAD
GILL, MA 01354



REV	DATE	DRAWN	CHECKED	DESCRIPTION
	5/25/16	CMA	DMA	TO CLIENT

BORREGO SOLAR
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
(888) 898-6273

LP-1
Lease Plan

EXHIBIT B

Annual Payments Schedule

(Based Upon AC Capacity of 1,992.000 kW and DC Capacity of 2,770.560 kW and subject to increase under paragraph 2; escalating at a rate of 2% per annum)

<u>Year</u>	<u>PILOT Rate</u> <u>(\$ per kW (DC))</u>	<u>Total Annual</u> <u>Payment Due</u>
1	\$5.392	\$14,938.86
2	\$5.500	\$15,237.64
3	\$5.610	\$15,542.39
4	\$5.722	\$15,853.24
5	\$5.836	\$16,170.30
6	\$5.953	\$16,493.71
7	\$6.072	\$16,823.58
8	\$6.194	\$17,160.05
9	\$6.318	\$17,503.25
10	\$6.444	\$17,853.32
11	\$6.573	\$18,210.39
12	\$6.704	\$18,574.59
13	\$6.838	\$18,946.09
14	\$6.975	\$19,325.01
15	\$7.115	\$19,711.51
16	\$7.257	\$20,105.74
17	\$7.402	\$20,507.85
18	\$7.550	\$20,918.01
19	\$7.701	\$21,336.37
20	\$7.855	\$21,763.10

\$362,974.99

EXHIBIT C

Inventory

ITEM	QTY	DESCRIPTION
Modules	8,658	JA Solar, JAP6-72-320/4BB
Inverters	32	SunGrow, SG60KU
	2	SunGrow, SG36KU
Racking	1	TerraSmart, TerraFarm Ground Mounted
Data Acquisition System	1	Also Energy, Monitoring and Metering System
Balance of System	1	Wiring, Conduit, Interconnection Equipment, etc.