

hand icon until the Chair asks them to unmute. Note this meeting is being recorded for live broadcast and televised replay by BourneTV. If anyone is audio or visual recording, please acknowledge it at this time.

Zoom Meeting ID: 869 5775 5505 Password: 529740

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

7:00 PM Call Public Session to Order in Open Session

- 1. Moment of Silence to recognize our Troops and our public safety personnel
- 2. Salute to the Flag
- 3. Vision: Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 4. Mission: Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
- 5. Public Comment on Non-Agenda Items Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
- 6. Joint Meeting with Finance Committee The Board of Selectmen will enter into a Joint Meeting with the Finance Committee to discuss:
 - Tax rate classification hearing
 - FY22 fiscal review

Adjourn Joint Meeting with the Finance Committee.

- 7. Appointments and Licenses
 - a. <u>Public Hearing</u>: Application for a new "All Alcoholic Beverages Package Store License" by MB Spirits, LLC d/b/a MB Spirits proposed to be located at 2 Factory Outlet Way, Suite 2B.

8. Selectmen's Business

- a. Discussion and possible vote to reconsider rates for snow & ice removal contractors.
- b. Discussion and possible vote to authorize execution of the TRANE Energy Services Management Contract.
- c. Second reading proposed "Code of Conduct Policy."
- d. Policy Subcommittee update liquor licenses, curbside trash & recycling, and Information Technology Users.
- e. Discussion and possible vote to amend the Intermunicipal Agreement for the Upper Cape Regional Transfer Station in advance of the Town of Bourne's non-renewal as of January 1, 2023.
- f. Discussion and possible vote to ratify the LIUNA, ISWM Memorandum of Agreement FY 23-25.
- g. Settlement of American Arbitration Association Case No. 01-20-0001-6706.
- h. Discussion and possible vote to authorize the Fire Chief to spend \$1,800 from the Fire Dept. donation account.
- i. Settlement of Barnstable Superior Case No. 2072CV00221.

9. Town Administrator's Report

- 10. Minutes: 10/24/22, 11/1/22
- 11. Correspondence
- 12. Committee Reports
- 13. Other Business
- 14. Upcoming meetings: December 20, January 3, January 10, January 24 (BOSC).
- 15. Adjourn

Board of Selectmen Minutes of Tuesday, December 6, 2022 Bourne Veterans' Community Center – Rm 2 Buzzards Bay, MA Or virtually

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Board of Selectmen			-9	တ္
Peter Meier, Chair		244 mining	P	<
Melissa Ferretti, Clerk		-	~	E 13
Judith Froman			N. 20	
Mary Jane Mastrangelo	X	- Fi	w	

Others: Michael Rausch, Renee Gratis, Stephanie White, Amanda Bongiovanni, Tom Joyce, Steve Solbo, Dr. William Town, Kathleen LeGacy (remote), Mike Ellis, Erica Flemming, Rui Pereira, George Sala (remote), John Aleta (remote), Wayne Sampson (7:05 remote), Attorney Bryan Bertram, Mr. Alvarez, Attorney Stephen Miller, Dan Barrett, Gary Crossen, Don Pickard, Marc Civilinski, Russell Salamone, Jeanine Casano, Scott Froman, Paresh Patel, Paula Cote, Shawn Patterson, Matt Quinn, and Carl Georgeson.

<u>The Zoom Chat will not be monitored.</u> Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being recorded for live broadcast and televised replay by Bourne TV. If anyone is audio or visual recording, please acknowledge it at this time.

Michael Rausch, Bourne Enterprise, acknowledged that he is recording this meeting. Chair Meier said that Jared MacDonald is excused.

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7:00 PM Call Public Session to Order in Open Session

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others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.

5. Public Comment on Non-Agenda Items – Public Comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.

Stephanie White of the Liquor Barn said that they are hosting a winter clean up on Saturday, December 10th. She said they are working with the Recycling Committee to help prevent the ban of nips. She said that they are inviting the community to join in on the clean-up and she left some flyers with a QR code on it to use to register for the clean-up. She said it is from 12 to 2 and there will be free pizza afterwards. She also said that they will try to do 4 clean-ups a year going forward.

- 6. <u>Joint Meeting with Finance Committee</u> The Board of Selectmen will enter into a joint Meeting with the Finance Committee to discuss:
 - Tax rate classification hearing
 - FY22 fiscal review

Finance Committee Chair Renee Gratis called the meeting of the Finance Committee to order. She said that the Finance Committee members that have joined the meeting are Amanda Bongiovanni, Tom Joyce, Steve Solbo, Dr. William Town, Kathleen LeGacy (virtual), and herself. (Wayne Sampson joined the meeting virtually at 7:05 PM).

Tax rate classification hearing - Rui Pereira, Town of Bourne Assessor, said that this past year the Assessing Department went through a reevaluation, which is done every 5 years. It is conducted by the Bureau of Local Assessment with the Department of Revenue. The reevaluation consists of the Board evaluating all the assessing methods and data quality. On November 2nd, the Town received preliminary certification. He said there was a public disclosure period held from November 8th through the 16th. He said that 10,000 parcels were disclosed during that time and only 3 needed changes. On November 17th the Town received final certification.

Mr. Pereira said that the purpose of the tax classification hearing is to adopt the Town's tax policy by allocating or classifying tax levy among property types. The Board of Selectmen must vote on how to adopt the tax rate policy, either by a single or a split rate. Additionally, the Board can adopt exemptions and discounts. Mr. Pereira said for any change in adopting any exemptions or discounts, that he would need approximately 6 months of planning to make them happen.

Mr. Pereira presented a slide show about the tax rate classification. He showed the valuation breakdown by class. The total taxable value is \$6,654,695,710. Which is an 18.9% increase from FY22. He also showed the valuation increase by class with Personal Property have the largest increase of 21.8% which was mainly due to the revaluation of public utilities class, due to being undervalued for many years.

Mr. Pereira also showed the percentage of levy by class, which showed that residential is 88.739%, which shows that the commercial and industrial do not make up 15%, which is what is required to do any kind of split in class. He said that the current tax levy that was presented to him was \$58,627,869.21 for FY23. He said there was a 3% change in levies from last year to this year. He then showed the calculation to arrive at the projected single tax rate for FY23 which comes out to \$8.81 for the proposed tax rate. He also showed the single tax rate analysis and the split rate analysis with shift options of no shift, 1.110 shift, 1.250 shift and 1.500 shift.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to adopt a single tax rate by selecting a residential factor of 1 in determining the allocation of taxes to be borne by the four classes of real property, along with Personal Property, for Fiscal Year 2023 and not to adopt an Open Space Discount, Residential Exemption, or a Small Commercial Exemption for Fiscal Year 2023.

Roll Call Vote: Judith Froman – yes, Chair Meier – yes, Melissa Ferretti – yes, and Mary Jane Mastrangelo – yes. 4-0-0.

Ms. Mastrangelo said that sometime in the future she would like there to be a discussion about Bourne having a residential exemption or a senior tax exemption. Chair Meier said he would like that discussion to happen in a joint meeting with the Finance Committee.

FY22 Fiscal Review – Erica Flemming, Finance Director, said she was there to share the financial results of FY22. She thanked her team and said that at this time of year they are working on 3 FY budgets at the same time. She started her presentation with sharing the General Fund Operating Budget of FY22. She said that at Town Meeting on May 3rd, 2021, the Town voted in a budget of \$71,735,576. and during the year unexpected costs resulted in adding in reserve fund transfers of \$270,483. making the total General Fund Operating budget for FY22 \$72,006,059.

Ms. Flemming then talked about the revenue sources – Property Taxes, which represent about 76% of the revenue, State Aid represents 11%, Local Receipts represents 12% and Other represents about 1%. She said that property tax is based on the levy limit and the calculation is determined by Mass General Law. She talked about New Growth, and in FY22 the Town went over their budget for new growth. She also talked about Debt Exclusion, State Aid and Local Receipts.

Ms. Flemming next talked about General Fund Appropriations, Expenditures and Assessments. She said that about 1.4million, or 2% of the budget was turned back to fund balance at the close of FY22. She gave a breakdown of the turn backs and then talked about Debt Service, the Financial Policy and Compliance.

Ms. Flemming said that Bourne received over 7 million in grant funding FY22. Some of the grants were a radio grant, Chapter 90, CARES Act grant, and quite a few more. She said that the total amount of ARPA (American Rescue Plan Act) funds that the Town has been awarded directly is \$2,068,460. She said that the ARPA funds have been allocated for various sewer projects and technology upgrades and they must be expended no later than 12/31/26. She said

that Bourne was also awarded County ARPA funds of \$750,276. for the purchase of two ambulances and \$107,115. for a school technology plan.

She also talked briefly about the Enterprise funds – Integrated Solid Waste Management (ISWM) and Sewer.

Ms. Flemming concluded her presentation by saying that the Town's financial position is favorable and sustainable based on current services provided. The town is compliant with Financial Policies and Industry Standards – DOR certifications are current; the Financial Statement Audits have resulted in unqualified opinions and the bond rating remains stable.

Judith Froman thanked the Finance Staff for their consistency through the past few years and Ms. Mastrangelo said that she thinks the presentation was good and beneficial and thanked them for keeping the Town on solid ground. Renee Gratis thanked Ms. Flemming also and said she appreciated what has been done over the past few years and for being constant.

Adjourn Joint Meeting with the Finance Committee.

Voted: Amanda Bongiovanni moved, and William Towne seconded to adjourn the joint session with the Board of Selectmen.

Vote: Amanda Bongiovanni - yes, Tom Joyce - yes, Kathleen LeGacy – yes, Wayne Sampson – yes, Steve Solbo – yes, Dr. William Towne - yes, and Chair Gratis – yes. 7-0-0.

The Finance Committee Joint meeting adjourned at 7:49 PM.

7. Appointments and Licenses

a. Public Hearing: Application for a new "All Alcoholic Beverages Package Store License" by MB Spirits, LLC d/b/a MB Spirits – proposed to be located at 2 Factory Outlet Way, Suite 2B.

7.a. Public Hearing: Application for a new "All Alcoholic Beverages Package Store License" by MB Spirits, LLC d/b/a MB Spirits – proposed to be located at 2 Factory Outlet Way, Suite

Chair Meier read the hearing notice aloud as he opened the public hearing, and he then explained the process of the public hearing.

Attorney Bryan Bertram also explained the public hearing process for a liquor license in the Town of Bourne. He said it is commonly called a "Package Store License" and it is a license for an applicant to come into either an existing building, or build a new one, to sell alcoholic beverages of all types that you don't consume on premises and is taken off premises. He said that each town has a quota of licenses that it gets based on population, and the license that has arisen at this time is because Bourne has grown in population. The focus on the hearing tonight is on the applicant and the location.

Atty. Bertram said that his office has reviewed the application and have deemed it complete, and they also made sure that there is an available license. He said that the applicant

has also met the technical requirements. He then talked about the Board of Selectmen focusing on the location and the need for a license at the location.

Attorney Stephen Miller of McDermott, Quilty & Miller, said he was representing the applicant, MB Spirits, which is a wholly owned subsidiary of DeMoula's Markets and Market Basket. He said that they are looking to have a license for the location of what was formerly the Bass Factory Outlet. He said that MB Spirits currently operates three stores in the State, and they have a spotless record. They have two more stores that have been approved to open in the State. They also operate over 30 stores through New Hampshire and Maine.

Atty. Miller said that this store would be approximately 12,000 square feet and it will employ 10 full time people and 10 part time people, and they will give preference to the community for hiring. He explained how they will bring in an experienced team and the process of getting the store up and running. The operating hours would be 8 AM to 9 PM, except for Sunday's hours would be 10 AM to 8 PM.

Atty. Miller said that he had a petition with over 5,000 names on it. He read the first page of the petition aloud.

Judith Froman said that the location is likely to be taken away with the construction of the new Sagamore Bridge. She wanted to know about conversations that the applicant has had with the State regarding the bridge construction. Gary Crossen of the Senior Management team of Market Basket said that they have been in continuous dialogue with MassDOT and are aware of potential impact to the location and they will continue to be in contact with MassDOT as the project progresses. He said there is the possibility of a land swap with property that the State owns with property that Market Basket owns. He said that their commitment to the Town of Bourne is strong and will continue to serve the Town for the foreseeable future.

Mary Jane Mastrangelo asked if all the signatures on the petition were from the location of the Market Basket in Sagamore, and Atty. Miller said that they were all from the Sagamore store. Ms. Froman asked how long the training period lasts with the manager being from Tyngsboro. Atty. Miller said that within 3 to 4 months they will be back to the Board with a manager change who will be located closer to the Sagamore store. Chair Meier asked if the manager of the Market Basket store will have oversight of the package store, and Atty. Miller said that he will not, that it will be Mr. Alvarez and his team.

There was some conversation about the traffic flow in the parking lots. Mr. Crossen said that safety is very important to their company. Mr. Crossen also said that is the license is approved, they plan to open in most likely 2 to 3 months.

Chair Meier opened the hearing up to the public for questions and comments. Don Pickard asked if the license was advertised so that other applicants could come forward. Chair Meier said it was not advertised and he asked Atty. Bertram if there was an issue with it. Atty. Bertram said that there is an application pending before the Board under the statute.

Marc Civilinski of Sagamore said that he has been in the alcohol industry for quite a while, and he does not currently own a package store in the Town of Bourne. He said that there are too many licenses for the Town of Bourne, and he wants to know if there is a need for this store. He also feels that the over 5,000 signatures on the petition does not mean much. Russell Salamone, owner of Gray Gables Market, said that he is concerned about the small business owners in the Town. Stephanie White and Paresh Patel, both package store owners in the Town, expressed their concern for another package store opening in Bourne. Jeanine Casano spoke in favor of the store and the fact that the revenue from out of towners would be kept in Bourne and not further down the Cape.

There was some more discussion about the licenses in the Town, and Mr. Crossen answered a question that was asked by Mr. Civilinski about whether MB Spirits contacted any current license holders about selling their license to them. Mr. Crossen said they did not in the most recent time period, although they have in the past.

Chair Meier gave Attorney Miller the opportunity to address the concerns of the public. Atty. Miller started by saying that competition has been easily and consistently by both the ABCC, and the courts is not an issue for granting a license. He said the issue for granting a license is fitness and character of the applicant and public need. He also addressed the signatures on the petition, and he said that there were lines of people waiting to sign the petition.

Ms. Mastrangelo asked for an explanation on the calculation for the number of licenses there can be in the Town and Attorney Bertram explained that the Town gets five and then the fraction over 20,000 people is an additional one, and then in the 1980's the court enacted special acts that granted licenses more than the quota. He said it is a state decision. There was more discussion about how Bourne was given additional licenses. Ms. Mastrangelo said that before she decides, she needs to know more about why Bourne is allotted more licenses. Ms. Froman said she was told by a former Town Administrator that the number of licenses is based on the summer population.

There were some more comments from the public on both sides of the discussion. The Board then discussed the application amongst themselves. Ms. Mastrangelo once again said that she needs to have more information on the special legislation and what the discussion was around the special legislation. Ms. Froman agreed with Ms. Mastrangelo, and she also would like to see something in writing about the possible land transfer with the bridge construction. Melissa Ferretti said that she too would like more information on the special legislation and the quota process. She said that there were many good points made today by the other liquor store owners and by the rest of the community.

There was some more discussion about the process in which a license was available and about letting the public know that there was a license available in the Town. Ms. Mastrangelo asked if the ABC notified the Town that there was an additional license or if it came from the inquiry that was made by Market Basket. Chair Meier said that based on the need for more information, that the Board will need a letter from Market Basket's representative or counsel with a statement that they will waive time constraints. Chair Meier asked if January 3rd was a reasonable time to continue to, and Atty. Miller said that it was.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to continue this hearing until January 3rd, 2023, at 7:00 PM. **Vote:** 4-0-0.

8. Selectmen's Business

- a. Discussion and possible vote to reconsider rates for snow & ice removal contractors.
- b. Discussion and possible vote to authorize execution of the TRANE Energy Services Management Contract.
- c. Second reading proposed "Code of Conduct Policy".
- d. Policy Subcommittee update liquor licenses, curbside trash & recycling, and Information Technology users.
- e. Discussion and possible vote to amend the Intermunicipal Agreement for the Upper Cape Regional Transfer Station in advance of the Town of Bourne's non-renewal as of January 1, 2023.
- f. Discussion and possible vote to ratify the LIUNA, ISWM Memorandum of Agreement FY23-25.
- g. Settlement of American Arbitration Association Case No. 01-20-0001-6706.
- h. Discussion and possible vote to authorize the Fire Chief to spend \$1,800 from the Fire Dept. donation account.
- i. Settlement of Barnstable Superior Case No. 2072CV00221.

Chair Meier said that they were going to take item 8.i. out of order.

8.i. Settlement of Barnstable Superior Case No. 2072CV00221.

Chair Meier said that the Board of Selectmen talked about this in executive session and based on the recommendation of Town Counsel and Insurance Counsel, there is a settlement. Ms. McCollem said that this is correct.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to confirm the settlement of Barnstable Superior Case No. 2072CV00221, as discussed earlier this evening in executive session. **Vote:** 4-0-0.

8.a. Discussion and possible vote to reconsider rates for snow & ice removal contractors.

Shawn Patterson, DPW Director, said that he had previously asked for a \$10.00 an hour rate hike for the snow & ice removal contractors, and it was approved and when they called the contractors to discuss this new pay rate, they lost 10 more contractors. He said 2 years ago they had 30 contractors, and that number went down to 20 last year, and now they have only 10. He would like to raise the rates by 40% across the board, as most other communities are doing. Ms. McCollem said that she supports the increase.

Voted: Mary Jane Mastrangelo moved, and Melissa Ferretti seconded to reconsider the previous vote of September 20th, 2022, setting the snow & ice removal contractor rates for the upcoming winter and to further increase the rates and allow for a sign on bonus as presented by the DPW Director this evening.

Vote: 4-0-0.

8.b. Discussion and possible vote to authorize execution of the TRANE Energy Services Management Contract.

Ms. McCollem said that this has been worked on for quite a while. The lease payment was approved at the October Town Meeting and she and Counsel have been working with TRANE to put all the pieces together as far as the terms and conditions that will govern this over the next 15 years. She said the contract is currently with DOER, and the state must approve it before the Town can execute and there is a closing scheduled for December 16th with the Bank of America. She said that there is a very tight schedule, and she is asking for the authorization tonight.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to authorize the Town Administrator to execute an Energy Management Savings Agreement with TRANE Inc. for the design equipment purchase, construction guarantee, and follow up measurement and verification of certain energy conservation measures in several Town buildings as described in the EMSA subject to final review and edits by the Department of Energy Resources, the Town Administrator and Town Counsel.

Vote: 4-0-0.

8.c. Second reading – proposed "Code of Conduct Policy".

Ms. Mastrangelo said that this has been around a while, and they have received many responses. She feels the full Board needs to be present to discuss this. Ms. Ferretti agrees with Ms. Mastrangelo and feels the full Board should be together to discuss the comments that have been received. There were some people in the audience that wanted to speak about this, and the Board decided they should be able to speak.

Don Pickard, Capital Outlay Committee, said that he sent a letter to the Board with his comments about the proposed "Code of Conduct Policy" and if the Board of Selectmen goes back to the Policy Subcommittee, it would be beneficial for the Policy Subcommittee to bring something back to the full Board saying that this is the code of conduct adopted for the Town of Bourne Select Board. He said that everything is in the Charter. He said that if they want to adopt this for the Board of Selectmen, then make it for only the Board of Selectmen.

Renee Gratis said that she feels that the proposed "Code of Conduct Policy" is reiterating the Town Charter and the Town of Bourne does need a Code of Conduct on file, and her main concern is enforcement.

Carl Georgeson, Chair of the Bourne Historical Commission and Chair of the Energy Advisory Committee said that he took the liberty of taking the proposed "Code of Conduct Policy " and Mr. Pickard's October letter to the Board of Selectmen, and he shared it with all the members of the Historical Commission, and they had a vote of affirmation that they agree with Mr. Pickard position that is stated in his letter. Mr. Pickard said that he thinks the Board of Selectmen have more important things to work on like the bridges, the Wastewater issues, and the Southside Fire Station. Ms. Froman said that they are working on all those issues that he brought up already. She said that the "Code of Conduct Policy" is most certainly not a directive, and it gets down to civility, and that there are ways that people need to conduct themselves in public settings. She said that deliberation in public is a place to have critical conversations and it is not a place to be rude. She said it is a place where we all need to be held to a standard of treating the staff as professionals and treating each other like professionals, which does not include berating or knocking them down or not following policy. She said it is self-governing based on your own committee.

Mr. Pickard asked they would waste their time on something that is self-governing, and Ms. Froman said it is because they need to have something in writing. She said that they are not stifling free speech. There was some discussion about whether the policy would be for just the Board of Selectmen or for all committees. It was decided that the full board will discuss this policy before sending it back to the Policy Subcommittee. Ms. Mastrangelo suggested that the Board of Selectmen have a workshop type of meeting to discuss.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to continue this to a future workshop meeting.

Vote: 4-0-0.

8.d. Policy Subcommittee update – liquor licenses, curbside trash & recycling, and Information Technology users.

Ms. McCollem said that there does not seem to be a clear track on where policies start. She said that a question was posed to her about needing a local policy about liquor licenses. She also said that she has some proposed changes to the DPW policy to remove the word condominium in its entirety. She said she is unsure with what to do with the I.T. policy.

Chair Meier feels that the full board should be together to discuss these polices and Ms. Mastrangelo thinks they she be discussed in the workshop meeting, and she talked about the changes that she feels need to be made. There was some discussion on when to meet to discuss the policies.

Ms. Mastrangelo said that the changes that she would like to make on the Information Technology policy is to add something about laptops or other items that are taken out of the building. Also, about the questions or concerns being directed to the undersigned, that the undersigned needs to be identified. She suggests that they move to a second reading. Ms. Froman disagreed and said she feels that this should all be discussed in the workshop.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to continue this to the first available timeslot in February 2023 for further discussion of the Code of Conduct policy, the Curbside Trash & Recycling policy, the Information Technology Users policy, and the Road Acceptance policy. **Vote:** 4-0-0.

8.e. Discussion and possible vote to amend the Intermunicipal Agreement for the Upper Cape Regional Transfer Station in advance of the Town of Bourne's non-renewal as of January 1, 2023.

Ms. McCollem said that she notified the other Upper Cape Towns that the Town of Bourne would not be renewing, and the Town Managers reached out to her to see if the Board would be amendable to this amendment to the MOA to remove Bourne slightly early. The reason for this is because the contract for the contractor is up for renewal as of December 31st and this would allow the other 3 towns to continue to negotiate the contract. There was some discussion about the reasoning about terminating the contract, and the benefits of terminating early.

Voted: Judith Froman moved, and Melissa Ferretti seconded to amend the Intermunicipal Agreement amongst the Towns of Falmouth, Sandwich, Mashpee and Bourne and terminate Bourne's participation prior to December 31st, 2022. **Vote:** 3-1-0. Mary Jane Mastrangelo opposed.

8.f. Discussion and possible vote to ratify the LIUNA, ISWM Memorandum of Agreement FY23-25.

Ms. McCollem said that this was discussed in an executive session, and this was the public reporting of that decision in that executive session.

Voted: Judith Froman moved, and Melissa Ferretti seconded to ratify the FY 23-25 Memorandum of Agreement between the Town of Bourne and the LIUNA ISWM unit as discussed in executive session on November 15th, 2022. **Vote:** 4-0-0.

8.g. Settlement of American Arbitration Association Case No. 01-20-0001-6706.

Ms. McCollem said that this was discussed in an executive session, and it is a public confirmation of a decision made in executive session.

Voted: Judith Froman moved, and Mary Jane Mastrangelo seconded to confirm the settlement of American Arbitration Association Case No. 01-20-0001-6706 as discussed in executive session on November 15th, 2022. **Vote:** 4-0-0.

8.h. Discussion and possible vote to authorize the Fire Chief to spend \$1,800 from the Fire Dept. donation account.

Ms. McCollem said that she recommends this and has nothing to add as it is in the Board of Selectmen's meeting packet.

Voted: Judith Froman moved, and Mary Jane Mastrangelo seconded to authorize the Fire Chief to expend \$1,800. from the Fire Department donation account for a custom canopy tent to be used at public education and community events.

Vote: 4-0-0.

8.i. Settlement of Barnstable Superior Case No. 2072CV00221.

Previously discussed.

9. Town Administrator Report

Chair Meier recognized the new Assistant Town Administrator, Liz Hartsgrove. Ms. McCollem said that she would like to welcome the new Assistant Town Administrator and she told the Board that she is confident that they will enjoy working with her, and that she will add a lot of knowledge and expertise to their discussions. Ms. Hartsgrove thanked all for her welcome.

Ms. McCollem said that on December 7th, from 5:30 PM to 7 PM, the Recreation Department is doing their Winter Wonderland. She said on December 14th, from 6 PM to 7 PM there will be Paws with Claus at the Buzzards Bay Park gazebo, and you must be a Bourne resident, and you must register for the event in advance. She also said that the Giving Tree is up in the lobby of the Veterans Community Center.

Ms. McCollem also said that there is a spreadsheet in their packets regarding the annual renewals and she asked the Board to review it for the December 20th meeting. She also said that DEP has released their proposed revisions to Title V, and the Board of Health will submit comments and she will make sure the Board of Selectmen is copied on those comments.

Ms. McCollem said that she would like to use time on the agendas for the December 20th, January 3rd, and January 10th meetings to spread the department budgets out so that there is time to absorb and discuss them. There was some discussion about the 5-year capital plan, the School Department budget, and the library budget.

10. Minutes: 10/24/22, 11/1/22

Voted: Judith Froman moved, and Mary Jane Mastrangelo seconded to approve the minutes of October 24th, 2022, as presented. **Vote:** 4-0-0.

Voted: Judith Froman moved, and Melissa Ferretti seconded to approve the minutes of November 1st, 2022, as presented. **Vote:** 4-0-0.

11. Correspondence

Melissa Ferretti read aloud the correspondence:

- DEP letter.
- Recycling Committee listening session regarding nip bottles.
- Notice of Board meeting of Nstar.
- Minutes from Upper Cape Tech School Committee meeting of October 13, 2022.

• Xfinity letter of rate increase.

These are all on the Town's website.

12. Committee Reports

Chair Meier said that on December 7th he has an Affordable Housing Trust meeting, and they will be discussing the Affordable Housing Action Plan.

13. Other Business

None

14. Upcoming meetings: December 20, January 3, January 10, January 24 (BOSC).

15. Adjourn

Voted: Judith Froman moved, and Mary Jane Mastrangelo seconded to adjourn. **Vote:** 4-0-0.

This meeting of the Bourne Board of Selectmen was adjourned at 10:05 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary

MCDERMOTT QUILTY & MILLER LLP

28 STATE STREET, SUITE 802 BOSTON, MA 02109

October 27, 2022

<u>Via FedEx Overnight Delivery (8174 4136 1454)</u> Board of Selectmen TOWN OF BOURNE 24 Perry Avenue Buzzards Bay, MA 02532 Attn: Marlene McCollem, Town Administrator

RE: Application for New All Alcoholic Beverages Package Store License MB Spirits, LLC d/b/a MB Spirits 2 Factory Outlet Way, Suite 2B, Bourne, MA 02532

Dear Ms. McCollem:

Enclosed please find the following documents in connection with MB Spirits, LLC's application for a new All Alcoholic Beverages Package Store License to be exercised at 2 Factory Outlet Way, Suite 2B, Bourne, Massachusetts:

- 1. Monetary Transmittal Form & ABCC Payment Confirmation;
- 2. Application for a New License with Applicant's Statement;
- 3. ABCC CORI Request Form;
- 4. Proof of Citizenship for Manager of Record;
- 5. Corporate Vote;
- 6. Business Entity Summary & Certificate of Organization MB Spirits, LLC;
- 7. Business Entity Summary & Articles of Organization Demoulas Super Markets, Inc.;
- 8. Floor Plan; and
- 9. Lease Agreement.

Kindly assign this matter for hearing at the next available meeting date and contact me regarding the legal notice requirements.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

mD aut

Joh D. Aieta, Esquire jaieta@mqmllp.com

JDA/ajm

Monetary Transmittal Form & ABCC Payment Confirmation



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: <u>ABCC PAYMENT WEBSITE</u>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR	INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT	
ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)	

ENTITY/ LICENSEE NAME MB Spirits, LLC		
ADDRESS 2 Factory Outlet Way, Suite 2B		
CITY/TOWN Bourne	STATE MA	ZIP CODE 02532

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

Transaction Processed Successfully. INVOICE #: 4c045157-e8ec-410a-ad4c-8d3659e7cfc8

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	MB Spirits LLC	\$200.00
		\$200.00

Date Paid: 10/27/2022 3:04:28 PM EDT

Total Convenience Fee: \$0.35

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name: MB Spirits, LLC

Fee Type: FILING FEES-RETAIL Billing Information First Name:

Last Name: Aieta

Jon

Address: 28 State Street, Suite 802

City: Boston

State: MA

Zip Code: 02109

Email Address: jaieta@mqmllp.com Application for a New License with Applicant's Statement



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

APPLICATION FOR A NEW LICENSE

Municipality

Bourne

1. LICENSE CLASSIFICATION INFORMATION					
ON/OFF-PREMISES TYPE CLASS					
Off-Premises-15	§15 Package Store	All Alcoholic Beverages	Annual		
Please provide a nai	rrative overview of the transaction(s) be	ing applied for. On-premises applicants should also pro	vide a description of		
the intended theme	e or concept of the business operation. A	Attach additional pages, if necessary.			
To obtain an All Alcol	holic Beverage License to be exercised at 2 F	actory Outlet Way, Suite 2B, Bourne, MA 02532 for a retail pac	kage store.		
Is this license applic	ation pursuant to special legislation?	C Yes No Chapter Acts of Acts	of		
2. BUSINESS EI	NTITY INFORMATION				
The entity that wil	I be issued the license and have oper	ational control of the premises.			
Entity Name MB S	Spirits, LLC	FEIN 04-314	0388		
DBA MB S	Spirits	Manager of Record Esteban Alvarez			
Street Address 2 F	actory Outlet Way, Suite 2B, Bourne, MA	02532			
Phone	TBD	Email TBD			
Alternative Phone	TBD	Website TBD			
3. DESCRIPTION OF PREMISES Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan. On ground level of the building, including entry/exit vestibule, retail sales area, storage room and office.					
Total Square Footage: 11,940 Number of Entrances: 1 Seating Capacity: N/A					
Number of Floors 1 Number of Exits: 2 Occupancy Number: TBD					
1. APPLICATION CONTACT The application contact is the person whom the licensing authorities should contact regarding this application.					
Name: Jon D. /	Aieta, Esq.	Phone: 617-946-4600			

jaieta@mqmllp.com

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Email:

Title: Attorney

APPLICATION FOR A NEW LICENSE

Entity Legal Structure	LLC	Date of Incorporation	11/5/2015	
State of Incorporation	Massachusetts	ls the Corporation public	ly traded? 🔿 Yes	No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

5 CORPORATE STRUCTURE

. . . .

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers: On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens; Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address		SSIN	DOB
Demoulas Super Markets, Inc.	875 East Street, Tewksbury, M	A 01876	N/A	N/A
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Member	100%	⊖Yes ⊙No	⊖Yes ⊙No	O Yes No
Name of Principal	Residential Address		SSN	DOB
Donald T. Mulligan				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Manager	0%	• Yes O No	● Yes ○ No	● Yes ◯ No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Name of Principal	Residential Address	⊖Yes ⊖No	SSN	O Yes O No DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Name of Principal	Residential Address	∩ Yes ∩ No	SSN	O Yes O No DOB
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
Additional pages attached?	s () No		L	·

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

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ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Own	ership in Entity being	Licensed
Demoulas Super Markets, Inc.		(Write "NA" if this is	the entity being licer	nsed)
]	100%		
Name of Principal	Residential Address		SSN	DOB
Arthur T. Demoulas				
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
President & Stockholder	28.4%	O Yes No	• Yes O No	● Yes ○ No
Name of Principal	Residential Address	,	SSN	DOB
Donald T. Mulligan				
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
Treasurer	0%	⊖Yes ⊙No	● Yes ○ No	• Yes O No
Name of Principal	Residential Address		SSN	DOB
Andrea S. Batchelder				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Secretary	0%	C Yes ⊙ No	• Yes • No	O Yes O No
Name of Principal	Residential Address		SSN	DOB
James T. Carleton				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Director	0%	• Yes O No	• Yes O No	● Yes ◯ No
Name of Principal	Residential Address		SSN	DOB
Steven J. Collins				
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
Director	0%	• Yes O No	• Yes O No	• Yes O No
Name of Principal	Residential Address		SSN	DOB
Jay K. Hachigian				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
Director	0%	• Yes O No	• Yes O No	• Yes O No
Name of Principal	Residential Address		SSN	DOB
** See Additional Sheet				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
		⊖Yes ⊖No	O Yes O No	O Yes O No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

∩Yes ⊙No

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Owr	ership in Entity being	Licensed
Demoulas Super Markets, Inc. (cont.)]	(Write "NA" if this is	the entity being licer	nsed)
	L	100%		
Name of Principal	Residential Address		SSN	DOB
William J. Shea				
Title and or Position	Percentage of Ownership	Director/ LLC Mana	ger US Citizen	MA Resident
Director	0%	• Yes • No	• Yes O No	• Yes O No
Name of Principal	Residential Address		SSN	DOB
Caren L. Demoulas				
Title and or Position	Percentage of Ownership	Director/ LLC Mana	ger US Citizen	MA Resident
Stockholder	20.3%	OYes ⊙No	● Yes ○ No	• Yes O No
Name of Principal	Residential Address		SSN	DOB
Frances I. Demoulas				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Stockholder	20.5%	C Yes ⊙ No	• Yes O No	O Yes No
Name of Principal	Residential Address		SSN	DOB
Glorianne Demoulas				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
Stockholder	20.5%	⊖ Yes	• Yes O No	● Yes ○ No
Name of Principal	Residential Address		SSN	DOB
Arthur T. Demoulas Family Trust (2020)	N/A		N/A	N/A
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
Stockholder	10.3%	O Yes No	O Yes No	O Yes No
Name of Principal	Residential Address	10 ² 10 ²	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	Jer US Citizen	MA Resident
		O Yes O No	O Yes O No	O Yes O No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	jer US Citizen	MA Resident
		⊖Yes ⊖No	O Yes O No	O Yes O No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

● Yes ○ No

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Own	ership in Entity being	Licensed
Arthur T. Demoulas Family Trust (2020))	(Write "NA" if this is	the entity being licer	ised)
	_	10.3%		
Name of Principal	Residential Address		SSN	DOB
Andrew B. Kopans				
Title and or Position	Percentage of Ownership	Director/ LLC Mana	ger US Citizen	MA Resident
Trustee	0%	⊖Yes	• Yes O No	• Yes O No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Mana	ger_US Citizen	MA Resident
		O Yes O No	O Yes O No	C Yes C No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		C Yes C No	O Yes O No	O Yes O No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		C Yes C No	O Yes O No	O Yes O No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		C Yes C No	O Yes O No	C Yes C No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
		⊖Yes ⊖No	O Yes O No	C Yes C No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manac	ger US Citizen	MA Resident
		⊖Yes ⊖No	O Yes O No	C Yes C No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

OYes ⊙No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No lf yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Exhibit A attached hereto.			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No X list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

Yes 🗔 No 🖂 If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
N/A	N/A	N/A	N/A

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises Lease					
Landlord Name Demoulas	Super Markets, Inc				
Landlord Phone (978) 851-	8000	Landlord Email N/A			
Landlord Address 875 East Street, Tewksbury, MA 01876					
Lease Beginning Date	10/25/2022	Rent per Month	\$16,666.67		
Lease Ending Date	10/25/2032	Rent per Year	\$200,000.00		
Will the Landlord receive revenue based on percentage of alcohol sales? O Yes No					3

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate		
B. Purchase Price for Business Assets		
C. Other * (Please specify below)	
D. Total Cost	\$0	

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
N/A	
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			⊖Yes ⊖No
			⊖Yes ⊖No
			C Yes C No
			⊖Yes ⊖No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The application is for a new license. Any renovation costs and build out of the space is to be completed by the property owner. The Licensee entity is not responsible for these costs.

9. PLEDGE INFORMATION				
Please provide signed pledge documentation.				
Are you seeking approval for a pledge? Yes No				
Please indicate what you are seeking to pledge (check all that apply) 🗌 License 🔄 Stock 🔲 Inventory				
To whom is the pledge being made?				

MANAGER ADDI ICATION 100

10. MANAGER APP	LICATION			
A. MANAGER INFORMAT	ION			
The individual that has b	peen appointed to manage and control the	licensed business and pre	mises.	
Proposed Manager Name	Esteban Alvarez	Date of Birth	SSN	
Residential Address	Lawrence, MA 01841			
Email ealvarez@demoulasmarketbasket.com Phone				
Please indicate how many	hours per week you intend to be on the licensed	premises 40		
B. CITIZENSHIP/BACKGROU	IND INFORMATION			
Are you a U.S. Citizen?*		• Yes • No *Manage	r must be a	U.S. Citizen
If yes, attach one of the foll	owing as proof of citizenship US Passport, Vote	r's Certificate, Birth Certificat	e or Natura	lization Papers.

Have you ever been convicted of a state, federal, or military crime?

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

C Yes
No

Municipality	Charge	Disposition
	Municipality	Municipality Charge

Start Date	End Date	Position	Employer	Supervisor Name
4/1/2019	Present	Store Operations	Demoulas Super Markets, Inc.	Tom Gordon
2014	2019	Assistant Store Manager	Demoulas Super Markets, Inc.	Tom Gordon
2013	2014	Merchandiser	Demoulas Super Markets, Inc.	Tom Gordon
2008	2013	Front End Manager	Demoulas Super Markets, Inc.	Tom Gordon

D. PRIOR DISCIPLINARY ACTION Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? C Yes If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.					
Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation	
in a second s			1		

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

Manager's Signature

Date

10

5

26/2022

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does <u>not</u> pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone	
Name of Principal	Residential Address] DOB
Title and or Position	Percentage of Ownership Director	US Citizen	MA Resident
	O Yes O No	O Yes O No	C Yes C No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership Director	US Citizen	MA Resident
	⊖ Yes ⊖ No	O Yes O No	C Yes C No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership Director	US Citizen	MA Resident
	⊖ Yes ⊖ No	⊖Yes ⊖No	O Yes O No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership Director	US Citizen	MA Resident
	O Yes O No	O Yes O No	C Yes C No
CRIMINAL HISTORY			[]

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes 🔲 No 🔲 If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
			김 영화 등 영 영양

∩Yes ∩No

∩Yes ●No

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in guestion 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes 🔲 No 🗍 If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.					
Name	License Type	License Name	Municipality		

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below. No 🗍 Yes 🗌

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled? Yes 🔽 No 🗖 If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason	n for suspension, rev	ocation or cancellation
11F. TERMS OF a. Does the agreeme b. Will the licensee re c. Does the manager	AGREEMENT Int provide for termination by the etain control of the business fina ment entity handle the payroll for	ne licensee? ances? or the business?	Yes No Yes No Yes No		
d. Management Tern	n Begin Date	e.	Management Term	End Date	8
f. How will the mana	gement company be compensa ear (indicate amount)	ated by the licensee?	check all that apply	y)	
☐ % of alcohol sa	les (indicate percentage)				
% of overall sale	es (indicate percentage) 🛛 🦵				

ABCC Licensee Officer/LLC Manager

other (please explain)

Management Agreement Entity Officer/LLC Manager

Signature:	Signature:	
Title:	Title:	
Date:	Date:	

EXHIBIT A

MB SPIRITS, LLC EXISITING INTEREST IN OTHER LICENSES

Licensee	License Type	License #	Licensee d/b/a & Address
MB Spirits, LLC	§ 15 Package Store	90062-PK-0264	MB Spirits (Danvers)
			139 Endicott Plaza, Unit A2
			Danvers, MA 01923
MB Spirits, LLC	§ 15 Package Store	90204-PK-0202	MB Spirits (Chelsea)
			170 Everett Avenue
			Chelsea, MA 02150
MB Spirits, LLC	§ 15 Package Store	90142-PK-0492	MB Spirits (Hanover)
			1775 Washington Street
			Hanover, MA 02339
MB Spirits, LLC	§ 15 Package Store	00067-PK-1320	MB Spirits (Waltham)
			120 Market Plaza Drive
			Waltham, MA 02451

APPLICANT'S STATEMENT

I, Donald T. Mulligan	the:	□ _{sole} proprietor;	□ _{partner;}	□ corporate principal;	LLC/LLP manager
Authorized Signatory					
of MB Spirits, LLC					

Name of the Entity/Corporation

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

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

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

Signature Title: Manager

Date:

ABCC CORI Request Forms

Proof of Citizenship of Manager of Record Corporate Vote

CORPORATE VOTE

			and the second se
The Board of Di	roctors or UC Managors of	MB Spirits, LLC	
THE BOARD OF DI	rectors of LLC Managers of	Entity Name	annan an a
duly voted to a	oply to the Licensing Autho	rity of Bourne	and the
Commonwealth	of Massachusetts Alcoholi	City/Town ic Beverages Control Commission on	October 1, 2022
connormeure			Date of Meeting
For the following trar	nsactions (Check all that ap	ply):	
X New License	Change of Location	Change of Class (i.e. Annual / Seasonal)	Change Corporate Structure (i.e. Corp / LLC)
Transfer of License	Alteration of Licensed Premises	Change of License Type (i.e. club / restaurant)	Pledge of Collateral (i.e. License/Stock)
Change of Manager	Change Corporate Name	Change of Category (i.e. All Akohol/Wine, Malt)] Management/Operating Agreement
Change of Officers/	Change of Ownership Interest	Issuance/Transfer of Stock/New Stockholder	Change of Hours
Directors/LLC Managers	Trustees)	Other	Change of DBA
"VOTED: To auth to sign the appli do all things req	norize Donald T. Mulligan cation submitted and to ex uired to have the application	Name of Person ecute on the Entity's behalf, any nece on granted."	essary papers and
VOIED: TO app	Dim Esteball Alvarez		
-		Name of Liquor License Manager	
as its manager o premises describ therein as the lic residing in the Co	f record, and hereby grant bed in the license and author ensee itself could in any wa commonwealth of Massachu	him or her with full authority and cor prity and control of the conduct of all ay have and exercise if it were a natu usetts."	ntrol of the business ral person
		For Corporations ONL	Y
A true copy atte	st,	A true copy attest,	
Corporate Officer	Mulliger Signature	Corporation Clerk's Si	gnature
AONALA TI	Till a BN	(Print Name)	
(Print Name)	0	(rinc Mane)	

Business Entity Summary & Certificate of Organization – MB Spirits, LLC
Corporations Division

Business Entity Summary

ID Number: 001196366

Request certificate

New search

Summary for: MB SPIRITS, LLC

The exact name	e of the Don	nestic Limited L	iability Company	(LLC): MB SPIRITS, LLC
Entity type: Do	mestic Limite	ed Liability Compa	any (LLC)	
Identification N	lumber: 001	196366		
Date of Organiz 11-05-2015	ation in Ma	ssachusetts:		
			Last date certain):
The location or location or addres	address wh ss):	ere the records	are maintained (/	A PO box is not a valid
Address: 875 EA	ST ST.			
City or town, Stat Country:	te, Zip code,	TEWKSBURY,	, MA 01876 USA	A
The name and a	ddress of t	he Resident Age	ent:	
Name: C T CO Address: 155 FEI City or town, Stat Country:	RPORATION : DERAL ST., S ce, Zip code,	SYSTEM UITE 700 BOSTON, M	A 02110 USA	
The name and b	usiness add	dress of each Ma	anager:	1999 - ANE 1999 - ANE MARINA DAN MANAGEMBAR (PARTIES IN 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
Title	Individual	name	Address	
MANAGER	DONALD T	. MULLIGAN	875 EAST ST. TEW	KSBURY, MA 01876 USA
In addition to th authorized to ex	ne manager cecute docu	(s), the name a ments to be file	nd business addre d with the Corpor	ess of the person(s) rations Division:
Title	Individual i	name	Address	······
The name and b acknowledge, do interest in real p Title	usiness add eliver, and i property: Individual r	iress of the pers record any recor	son(s) authorized dable instrument Address	to execute, purporting to affect an
		Confidential	Merger	

	ALL FILINGS			
	Annual Report			
	Annual Report - Professional			
	Articles of Entity Conversion	1011		
	Certificate of Amendment	-		
_	Comments or notes associated with this business entity:			
		1		

New search

One Ashburton Place, Room	1717, Boston, Massachusetts 021	08-1512
Limited I Certificat (General Laws	Liability Company te of Organization Chapter 156C, Section 12)	FILED
ral Identification No.:		NUY U 5 2013 SECRETARY OF THE COMMONWEALTH CORPORATIONS DIVISION
The exact name of the limited liability company:		
MB Spirits, LLC		
The street address of the office in the commonwealth 875 East Street Tewksbury, MA 01876	at which its records will be maintained:	
The general character of the business: Retail including sale of alcoholic beverages		
, , , , , , , , , , , , , , , , , , ,		
The name and street address, of the resident agent in t	he commonwealth:	
NAME C T Corporation System	ADDRESS 155 Federal Street, Suite 700, Boston, Massachusetts 02110	
The name and business address, if different from office	: location, of each manager, if any:	
	ADDRESS	
	One Ashburton Place, Room Limited J Certifica (General Laws ral Identification No.:	One Ashburton Place, Room 1717, Boston, Massachusetts 021 Limited Liability Company Certificate of Organization (General Laws Chapter 156C, Section 12) ral Identification No.:

.

(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers: NAME ADDRESS

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

(9) Additional matters:

Signed by (by at least one authorized signatory): Larl By: Donald T. Mulligan

Treasurer, Demoulas Super Markets, Inc. (sole member)

Consent of resident agent:

I CT Corporation System

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin Secretary of the Commonwealth One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate (General Laws Chapter 156C, Section 12)



2086

Deller, 20 15, at _____ a.m./p.m. n day of A

Effective date:

WILLIAM FRANCIS GALVIN Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY Contact Information:

C T Corporation System

155 Federal Street, Suite 700

Boston, Massachusetts 02110

Telephone: (617) 757-6400

Email:

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

CORPORATIO	2015 NOA -2	SECRETAR
NOISING SH	PM 3: 48	NFALTHE

c158c512dDccert 10/8/11

Business Entity Summary & Articles of Organization – Demoulas Super Markets, Inc.

Corporations Division

Business Entity Summary

ID Number: 042323411

Request certificate

New search

Summary for: DEMOULAS SUPER MARKETS, INC.

The exact name	of the Domestic Profit Corp	oration: DEMOULAS SUPER MARKETS, INC.				
Entity type: Domestic Profit Corporation						
Identification N	Identification Number: 042323411Old ID Number: 000177213					
Date of Organiz 12-28-1981	ation in Massachusetts:					
		Last date certain:				
Current Fiscal M	lonth/Day: 12/31	Previous Fiscal Month/Day: 12/31				
The location of t	the Principal Office:					
Address: 875 EAS	ST STREET					
City or town, Stat Country:	e, Zip code, TEWKSBURY,	MA 01876 USA				
The name and a	ddress of the Registered Ag	ent:				
Name: ANDRE	A S. BATCHELDER					
Address: 22 SHA	TTUCK ST.					
City or town, Stat Country:	e, Zip code, LOWELL, MA	01852 USA				
The Officers and	l Directors of the Corporatio	n:				
Title	Individual Name	Address				
PRESIDENT	ARTHUR T. DEMOULAS	875 EAST STREET TEWKSBURY, MA 01876 USA				
TREASURER	DONALD T. MULLIGAN	875 EAST STREET TEWKSBURY, MA 01876 USA				
SECRETARY	ANDREA S. BATCHELDER					
DIRECTOR	J. TERENCE CARLETON					
DIRECTOR	STEVEN J. COLLINS					
DIRECTOR	JAY K. HACHIGIAN					
DIRECTOR	WILLIAM J. SHEA					
Business entity s	Business entity stock is publicly traded:					
The total number	r of shares and the par value	e, if any, of each class of stock which				
Class of Stock	Par value per share	Total Authorized Total issued and				

https://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSummary.aspx?sysvalue=c0a1VNZgr7GCOzBgI0.i3zmvgPcgc3WQoMxTE856Atg-

MA Corporations Search Entity Summary

							outstanding	
			No. of sl	nares	Total par value		No. of shares	
CNP	\$ 0.00		2,673	S	\$ 0.00	0		
	Consent	Confic Data	lential	☐ M Allov	erger wed) Ma	nufacturing	****
View filings	s for this busines	s entity:						
ALL FILING Administrat Annual Rep Application Articles of A	S tive Dissolution ort For Revival Amendment							•
			View filing	IS				
MANGENART HANGEN WEDER TILLEN KONSTANTIONEN IN MOSTAN HANN	Comments or	notes as	sociated w	vith th	is busine	ss entit	:y:	
								li.

New search

	30M-C.D.ARO-3 (Rev. 3-79) 10-79-152328
	The Commonwealth of Massachusetts
50	MICHAEL JOSEPH CONNOLLY
Examiner	Secretary of State ONE ASHBURTON PLACE, BOSTON, MASS. 02108
	ARTICLES OF ORGANIZATION Federal Identification (Under G.L. Ch. 156B) # 04-2323411 Incorporators
	NAME POST OFFICE ADDRESS
1	Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.
	T. A. Demoulas 4. 875 East Street, Tewsksbury, Ma.
	-
86	The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):
uff .	I. The name by which the corporation shall be known is: Domouting Current Methods Trans
Name Approved	JUL N
	2. The purpose for which the corporation is formed is as follows:
	See pages 2A, 2B, and 2C
×	· ·
	40 vy
с 🗹	· · · ·
	81.=352964
10	Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 1 1 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.
P.C. 🎽	

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

WITH PAR VALUE WITHOUT PAR VALUE CLASS OF STOCK PAR NUMBER OF SHARES NUMBER OF SHARES AMOUNT Preferred \$... Common 12,500 ak 1 HA FL ۴,

- *4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established: NONE
- *5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:
 See page, 5A, and 5B

34.0

*6. Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

*If there are no provisions state "None".

The purpose for which the corporation is formed is as follows:

To manufacture, purchase, acquire, prepare, produce, own, hold, store, process, prepare for market, preserve, package, warehouse, deal in, trade in, sell, distribute, mortgage, pledge and dispose of food, food products, food stuffs, produce, condiments, confections and beverages of all kinds, and any articles, materials, ingredients, goods, wares, merchandise, products, machinery, equipment and property related or incidental thereto or useful, necessary or convenient in connection therewith.

To engage in, carry on, or otherwise conduct, or employ others to conduct, general research or investigation for the development of new or improved products or by-products and the use of such products or by-products as food, and for improving the ease or efficiency of the products, operations and procedures of the corporation or for other purposes.

To establish, build, purchase, lease, acquire, own, hold, maintain, improve, equip, manage, use, sell, occupy and operate stores, shops, departments, storage facilities, warehouses, offices, factories, buildings, structures, improvements and properties useful, necessary, or convenient in connection with any of the purposes of the corporation or related or incidental thereto.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and guaranty, undertake, or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guaranty, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons; public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To loan to any person, firm or corporation any of its surplus funds, either with or without security.

To purchase, hold sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly. To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To act as guarantor of the obligations of other persons, firms, or corporations where the interest of this corporation so requires or is affected.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount; to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property of every class and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Massachusetts upon corporations formed under the Corporation Law of the Commonwealth of Massachusetts, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in these Articles of Organization, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

RESTRICTIONS

5. The restrictions, if any, imposed by The Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell, assign, transfer, pledge, or hypothecate in any manner such stock owned by him, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell, transfer, assign, pledge or otherwise hypothecate by notice in writing, which notice shall contain the price and all other terms at which he is willing to sell, assign, transfer, pledge, or otherwise hypothecate and the name of one arbitrator. The directors shall within 30 days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall be then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty (30) days within which to purchase the same at such valuation, but if at the expiration of thirty (30) days, the corporation shall not have exercised the right to so purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold, assigned, transferred, pledged or otherwise hypothecated on the books of the corporation until these provisions have been complied with, but the Board of Directors may waive the provisions required hereby in any particular instance.

The words "sell", "assign", "transfer", "pledge" or "hypothecate" as used in these restrictions, shall be deemed and interpreted to include and are intended to include (among all other sales, assignments, transfers, pledges or hypothecations) any sale, assignment, transfer, pledge or hypothecation, however worded, whereby any stock owned by any stockholder, shall by order, decree or judgment, of any probate or other court of Massachusetts or any other state or jurisdiction including any foreign county, be sold, assigned, transferred, pledged, hypothecated or otherwise become the property of any spouse or relative of any stockholder, or the property of any other person, whatsoever, other than the stockholder named on the any certificate of stock of this corporation to which these restrictions apply.

Whenever the singular is used, if required by the context, it shall include the plural, and whenever the masculine gender is used, if required by the context, it shall include the feminine and neuter gender.

5A

No stockholder of this corporation shall by reason of his holding shares of any class have any pre-emptive or preferential right to purchase or subscribe to any shares of any class of this corporation now or hereafter to be authorized, or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities, would adversely affect the dividend or voting rights of such stockholder, other than such rights, if any, as the board of directors, in its discretion from time to time may grant, and at such price as the board of directors in its discretion may fix; and the board of dirctors may issue shares of any class of this corporation, or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class, either in whole or in part, to the existing stockholders of any class.

CONSENT

Demoulas Super Markets, Inc., a Delaware corporation, having a principal place of business at 875 East Street, Tewksbury, Massachusetts, hereby authorizes and gives consent to T.A. Demoulas, as Incorporator to form a Massachusetts corporation under the name of Demoulas Super Markets, Inc., and to use said name of Demoulas Super Markets, Inc.

In witness whereof, Demoulas Super Markets, Inc., a Delaware corporation has caused this instrument to be signed and its corporate seal to be hereto affixed by T.A. Demoulas, its president and treasurer.

DEMOULAS SUPER MARKETS, INC.

T.A. Demoulas, its President and Treasurer

ATTEST:

David P. Lane, Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Lowell, Massachusetts December 17, 1981

Then personally appeared the above named T.A. Demoulas and acknowledged that he is the President and Treasurer of Demoulas Super Markets, Inc., a Delaware corporation and acknowledged that the foregoing instrument is the free act and deed of said Demoulas Super Markets, Inc., before me

fis, Notary Public ommission Expires: 12/19/86

 By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected. 						
8. The effective date of organization of the if later date is desired, specify date, (r	corporation shall be the date of filin tot more than 30 days after the d	ng with the Secretary of the Commonwealth or ate of filing.)				
 The following information shall not for corporation. 	any purpose be treated as a permar	nent part of the Articles of Organization of the				
a. <u>The post office address</u> of the <u>init</u> 875 East Street, Tewksbu	ial principal office of the corporat ary, Massachusetts 013	ion of Massachusetts is: 876				
 b. The name, residence, and post offic are as follows: 	e address of each of the initial dire	ctors and following officers of the corporation				
NAME	RESIDENCE	POST OFFICE ADDRESS				
President: T.A. Demoulas	Ithaca Place Andover, MA	875 East Street Tewksbury, MA				
Treasurer: T.A. Demoulas	Ithaca Place Andover, MA	875 East Street Tewksbury, MA				
Clerk: David P. Lane	145 Warren Ave. Chelmsford, MA	875 East Street Tewksbury, MA				
Directors: T.A Demoulas A.T. Demoulas Irene Demoulas Evan G. Demoulas James D. Miamis Julien J. Lacourse David P. Lane	9V6 9V6 220 720 720	er, MA """ ell, MA """ er, MA """ cut, MA """ cut MA """ c, MA """				
William F. Marsden Joseph L. Rockwell c. The date infinity adopted on which)ra T 1 me corporation s itscar year cho	acut, MA """ Tewks, """"				
The saturday nearest	to the last day in Mar	ch				
d. The date initially fixed in the by-la the third Tuesday in .	ws for the annual meeting of stoc June	kholders of the corporation is:				
e. The name and business address of	the resident agent, if any, of the c	corporation is: Inapplicable				
IN WITNESS WHEREOF and under the p this 17th ^{day of} December	penalties of perjury the INCORPO r 181	RATOR(S) sign(s) these Articles of Organization				
The signature of each incorporator which is no and by signing shall represent under the per	ot a natural person must be an indiv nalties of perjury that he is duly a	idual who shall show the capacity in which he acts authorized on its behalf to sign these Articles of				

SECRETARY OF THE COMMONWEALTH

1981 DEC THEPROMMONWEALTH OF MASSACHUSETTS

CORPORATION DIVISION

ARTICLES OF ORGANIZATION

177213

GENERAL LAWS, CHAPTER 156B, SECTION 12

l hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$/5% having been paid, said articles are deemed to have been filed with me this $2.8 \, \text{me}$ day of $1.8 \, \text{me}$.

Effective date

nchoul Joseph (

MICHAEL JOSEPH CONNOLLY Secretary of State

April 20. Acres 1155 114

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT TO BE FILLED IN BY CORPORATION

TO:

	GOLDMAN & CURTIS	
	144 Merrimack Street	
	Lowell, Massachusetts 01852	
Telephone	(617) 454-8804	
• 、	N N .	

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$125. General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

DEC 3 0 1981

Floor Plan



Lease Agreement

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into as of the 25th day of October, 2022 by and between Demoulas Super Markets, Inc., a Massachusetts corporation ("Landlord") and MB Spirits, LLC, a Massachusetts limited liability company ("Tenant").

WHEREAS, Landlord is the fee owner of that certain shopping center located at Factory Outlet Way, Bourne, Massachusetts (the "Shopping Center").

WHEREAS, Landlord desires to lease to Tenant an approximately 11,940 square foot premises within the Shopping Center in the location depicted on the plan attached hereto as <u>Exhibit A</u> (the "Leased Premises") the address of which is 2 Factory Outlet Way, Suite 2B, for the purposes of operating a liquor store and related uses in full compliance with applicable law (the "Permitted Uses"), upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, for and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. <u>Grant.</u> Landlord hereby leases to Tenant and its agents, employees, invitees, guests, consultants, and contractors, and Tenant hereby leases from Landlord, on the terms and conditions herein set forth, the Leased Premises exclusively for the Permitted Uses.

2. <u>Term</u>. The term of this Lease shall commence on the Commencement Date, as hereinafter defined, and shall continue for an initial term of ten (10) years. Thereafter, Tenant shall have the option to extend the initial term for up to fifteen (15) additional periods of five (5) years each, exercisable upon delivery of written notice to Landlord, provided that the Rent payable for each such option period shall be subject to a market-rate increase of five percent (5%) above the Rent rate for the preceding term, such increase to be established upon initiation of each option term and fixed for the duration of such option term.

The "**Commencement Date**" shall be defined as the earlier of: (i) the issuance of a certificate of occupancy from the Town of Bourne for the Improvements (as defined below), or (ii) the date on which Tenant actually commences use of the Leased Premises, following completion of construction.

3. <u>Rent</u>. Tenant shall pay to Landlord, beginning as of the Commencement Date and payable on a semi-annual basis in advance, fixed rent for the Leased Premises at the fixed rate of Two Hundred Thousand Dollars (\$200,000) per year.

If the Commencement Date occurs on other than the first day of a calendar month, or if the Lease terminates on a day other than the last day of a calendar month, the sum paid by Tenant to Landlord for such month will be prorated based on the number of days that the Lease was effective during such month, and, with respect the last calendar month during the term, the excess amount, if any, will be promptly refunded to Tenant less any amounts owed to Landlord hereunder. 4. <u>Use and Occupancy</u>. Tenant shall use the Leased Premises during the term solely for the Permitted Uses, and for no other purpose whatsoever without the prior written consent of Landlord, to be granted or withheld in its sole discretion. If and so long as this Lease has not been terminated as provided herein, Landlord agrees that Landlord shall not disturb the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant.

5. <u>Permits and Approvals</u>. Tenant shall apply for and obtain, at its sole cost and expense, all permits, certificates, approvals, licenses and all other necessary or appropriate actions of all governmental authorities (collectively, and subject only to conditions that are acceptable to Tenant in its reasonable discretion, the "**Permits**") required to operate the Permitted Uses.

6. <u>Improvements</u>. As a concession to Tenant, Landlord or Landlord's nominee will construct, at Landlord or its nominee's sole cost and in a good, workmanlike, and lien free manner, all interior improvements (including fixtures and equipment) required for Tenant to operate the Permitted Uses, in accordance with the plans and specifications that have been approved by Tenant (collectively, the "**Improvements**"). Tenant shall not make structural alterations or additions to the Leased Premises without Landlord's consent, not to be unreasonably withheld, conditioned, or delayed, but may make non-structural alterations or additions to the Leased Premises.

7. <u>Insurance</u>. During the term, Tenant shall maintain in full force and effect, for itself and its contractors, a Commercial General Liability Insurance policy including bodily injury, personal injury and property damage coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, combined single limit including Broad Form General Liability Endorsement and contractual liability coverage. Tenant shall name Landlord as an additional insured on the foregoing insurance policy or policies. In addition, Tenant shall maintain Workers' Compensation insurance if and as required by the laws of the Commonwealth of Massachusetts.

8. Indemnification.

(a) Subject to Section 21 below, Tenant shall defend, indemnify and hold Landlord harmless from any and all losses, expenses, costs (including reasonable attorneys' fees and expenses), damages, or claims for damages for injury to persons or property, liens and liabilities to the extent caused directly arising out of or resulting from Tenant's use or occupation of the Leased Premises, excluding any damages and claims only to the extent arising out of or resulting from (x) Landlord's negligence or willful misconduct or (y) the acts or omissions of any third parties other than Tenant's agents, invitees, consultants, and contractors. This indemnification clause shall survive the expiration or earlier termination of the Lease.

(b) Subject to Section 21 below, Landlord shall defend, indemnify and hold Tenant harmless from any and all losses, expenses, costs (including reasonable attorneys' fees and expenses), damages, or claims for damages arising from injury to persons or property, liens and liabilities to the extent caused directly by Landlord's negligence or willful misconduct, excluding any damages and claims only to the extent arising out of or resulting from Tenant's negligence or willful misconduct. This indemnification clause shall survive the expiration or earlier termination of the Lease.

9. <u>Termination</u>.

(a) Notwithstanding anything to the contrary in this Lease, Landlord shall have the right, in addition to any and all other legal and equitable rights and remedies under applicable law, to terminate the Lease and require Tenant to vacate the Leased Premises in the event Tenant fails to cure a breach of any of Tenant's obligations under this Lease within fifteen (15) days following receipt of written notice from Landlord of such breach, or if the alleged breach is not reasonably curable within said 15-day period, if Tenant fails to commence the cure within said 15-day period or Tenant commences the cure within said 15-day period but fails to diligently pursue completion of the cure within thirty (30) days.

(b) Notwithstanding anything to the contrary in this Lease, Tenant shall have the right, in addition to any and all other legal and equitable rights and remedies under applicable law, to terminate the Lease in the event Landlord fails to cure a breach of any of Landlord's obligations under this Lease within fifteen (15) days following receipt of written notice from Tenant of such breach, or if the alleged breach is not reasonably curable within said 15-day period, if Landlord fails to commence the cure within said 15-day period or Landlord commences the cure within said 15-day period but fails to diligently pursue completion of the cure within thirty (30) days.

10. <u>Surrender on Termination</u>. Upon the termination of the Lease, whether caused by lapse of time or otherwise, Tenant shall at once surrender possession of the Leased Premises and shall remove all personal property therefrom within five (5) days thereof. At the option of Landlord, any property owned by Tenant and remaining on the Leased Premises beyond five (5) days following any termination of this Lease shall be considered abandoned and shall thereafter become Landlord's property.

11. <u>Taxes</u>. Landlord shall pay or cause to be paid, on or before the applicable due date, all taxes, assessments, and other governmental charges applicable to, or assessed against, the Shopping Center or any portion thereof, whether federal, state, county, or municipal. Tenant shall be obligated to pay, promptly following Landlord's demand therefor, its proportionate share of real estate taxes paid by Landlord, which proportionate share shall be a fraction, the numerator of which is the size of the Leased Premises and the denominator of which is the aggregate size of all buildings in the Shopping Center.

12. <u>Utilities and Maintenance</u>. Tenant shall be solely responsible for the cost of all utilities serving the Leased Premises. Tenant agrees that it shall, at its sole cost and expense, keep and maintain the interior of the Leased Premises in good order and condition, and shall make repairs to such interior area as required from time to time to ensure the continued operation of the Leased Premises. Tenant shall be obligated to pay, promptly following Landlord's demand therefor, its proportionate share of common area maintenance costs paid by Landlord, which proportionate share shall be a fraction, the numerator of which is the size of the Leased Premises and the denominator of which is the aggregate size of all buildings in the Shopping Center.

13. <u>Covenants</u>. The Lease created, granted and conveyed hereby shall be binding upon and shall inure to the benefit of Tenant and Landlord, as well as each of their successors and assigns. Tenant shall have no right, without the prior written consent of Landlord, not to be unreasonably withheld, conditioned, or delayed, to assign this Lease to any third party. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease, without the Landlord's consent, to: (i) any affiliate or subsidiary entity, or (ii) to any third-party purchaser of the Tenant's assets, provided in each case that Tenant delivers to Landlord a signed instrument in which the assignee agrees to be bound by the terms of this Lease from and after the date of assignment, and Tenant agrees to continue to be bound by all rights and obligations under the Lease arising prior to the date of assignment.

14. <u>Attorneys' Fees</u>. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including, but not limited to, attorneys' fees, witness fees and court costs. The phrase "prevailing party" as used in this paragraph shall include a party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise.

15. <u>Notices</u>. Any notice required to be given hereunder, shall be delivered in writing, either personally, or by certified mail, return receipt required, or by overnight mail, by any recognized carrier to the parties at the following address:

If to Landlord:	875 East Street Tewksbury, MA 01876
If to Tenant:	875 East Street Tewksbury, MA 01876

All notices shall be effective upon delivery as evidenced by a receipt confirming delivery by a national, recognized overnight delivery service, including the United States Postal Service. Either party may change its address or designate a new street address for notices under this Lease by notice complying with the terms of this paragraph.

16. <u>Entirety and Amendments</u>. This Lease embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them relating to the Leased Premises. This Lease may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

17. <u>Severability</u>. If any provision of this Lease is held to be, to any extent, invalid or unenforceable, the remainder of this Lease (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) will not be affected thereby, and each provision of this Lease, unless specifically conditioned upon such invalid or unenforceable provision, will be valid and enforceable to the fullest extent permitted by law.

18. <u>Counterparts</u>. This Lease may be executed in counterparts, all of which shall constitute the same agreement, notwithstanding that all parties to this Lease are not signatory to the same or original counterpart. Delivery of an executed counterpart of this Lease by email or facsimile shall be equally as effective as delivery of an original executed counterpart.

19. <u>Force Majeure</u>. Neither of the parties hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. A party's financial inability to perform shall not be deemed to be an event of Force Majeure.

20. <u>Waiver of Subrogation</u>. Notwithstanding anything to the contrary in the Lease contained, each party hereby waives any claim which it has against the other party for loss or damage caused by fire or other peril which could be insured against under a fire and extended coverage insurance policy with respect to any real or personal property owned by a party which is located at the Shopping Center, irrespective of whether such loss or damage is caused by either party, or anyone for whom such party may be legally responsible.

21. <u>Limitation of Liability</u>. No member, stockholder, trustee, officer, director, joint venturer, beneficiary, trustee, employee, or other principals, representatives, or agents (whether disclosed or undisclosed) of Tenant, or of any parent or affiliate of Tenant, shall be personally liable to Landlord for any obligations hereunder.

22. <u>Brokerage Commission</u>. Each party to this Lease represents and warrants to the other that it has had no dealings, negotiations or consultations with respect to the Leased Premises or this transaction with any broker, agent or finder. If any broker, agent or finder claims the right to a commission, fee or other compensation by reason of this Lease, the party whose actions or commitments are alleged to be the basis of such claim shall be responsible for and shall defend, indemnify and save the other party harmless from and against all costs, fees (including, without limitation, attorney's fees), expenses, liabilities and claims incurred or suffered by such party as a result of such claim.

23. <u>Casualty and Eminent Domain</u>. Should a substantial portion of the Leased Premises be damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. When such casualty, fire, or taking renders the Leased Premises substantially unsuitable for the Permitted Uses, a just and proportionate abatement of rent shall be made, and Tenant may elect to terminate this Lease if the Landlord fails to restore the Leased Premises to a condition substantially suitable for the Permitted Uses within 180 days of said fire, casualty, or taking.

24. <u>Governing Law</u>. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[signatures on following page]

By its execution below, each of Tenant and Landlord acknowledges and covenants and agrees to abide by the terms and conditions of this Lease.

LANDLORD

DEMOULAS SUPER MARKETS, INC. By: Name: Jon's Title:

TENANT

MB SPIRITS, LLC elly By: Name: Donald T. Mulligan Title: Manager

EXHIBIT A

Leased Premises

SEE ATTACHED SITE PLAN



NOTICE TOWN OF BOURNE LIQUOR LICENSE HEARING

Notice is hereby given in accordance with Massachusetts General Laws, Chapter 138, Section 15 that an application has been received from MB Spirits, LLC, d/b/a MB Spirits, Esteban Alvarez, Manager, 2 Factory Outlet Way, Suite 2B, Bourne, MA 02532 for a year round Retail Package Goods Store License for the sale of all kinds of alcoholic beverages. Description of premise: ground level of building, including entry/exit vestibule, retail sales area, storage room and office.

A public hearing will be held in the Bourne Veteran's Memorial Community Center, 239 Main Street, Buzzards Bay, MA 02532 on Tuesday, December 6, 2022 at 7:05 p.m.

Board of Selectmen, Peter J. Meier Jared P. MacDonald Melissa Ferretti Judith MacLeod Froman Mary Jane Mastrangelo

November 25, 2022

Friday, November 25, 2022

Obituaries

John Gilder

Foley of

Bourne, 89,

died unex-

pectedly on

14. He was

a resident

November

John G. Foley



of Keystone Place at Buzzards Bay. He was born in Lexington.

Kentucky, the son of Emma (Layton) Foley and Timothy Bernard Foley Sr. Mr. Foley was a graduate of

Xavier University and went on

to earn a master's degree at the University of Notre Dame.

He leaves his wife of 47 years, Barbara Claire Foley; four stepchildren, Karen O'Keefe, Kevin O'Keefe, Barbara O'Keefe-Shea and Mary Beth Rutenis; five grandchildren and five great-grandchildren; and other family.

Mr. Foley was predeceased by his three siblings.

A funeral Mass will be celebrated on Tuesday. November 29, at 10 AM at St. John the Evangelist Church, 841 Shore Road in Pocasset.

A private reception will follow.

Taylor Road • Resident Satisfied After Meeting With MMA

■ Continued from Page 1

the future. Plans include the current rebuild of the former Beachmoor Inn into cadet housing, a new 34,000-square-foot Science, Technology, Engineering and Mathematics (STEM) Center, and a new Fantail, or dining hall space for cadets.

In a recent interview with the Enterprise, Capt. Metcalfe said there are no plans to expand the MMA campus's footprint. Any expansion, he said, would be up and not outward.

Ms. Devine noted that, during the November 14 meeting, the officials did not commit to any specific plans for the Taylor Road property.

"They said they weren't sure what they were going to do with the property yet," Ms. Devine said, "but I find that hard to believe; buying a property and not knowing what to do with it or [not] have an idea.'

Ms. Devine's house also sits directly across the street from a Mass Maritime parking lot at the corner of Taylor Road and Academy Drive. She said the parcel was all woods when she purchased her house. Two years later, the trees were gone and a cadet parking lot was installed, she said.

Ms. Devine said that the cadets who park in the lot are respectful and cordial when asked to turn off vehicle lights that can stream into her home at night, or turn down music they may be playing. However, the acquisition of 14 Taylor Road, which neighbors the parking lot, raises questions among the home owners as to what will be built there, and what kind of impact it will have on the area, she said.

"What will it be," she said, "and what will it do to our property values?'

In addition to 14 Taylor Road, Mass Maritime recently purchased the property at 16 Tower Lane, across from the site of the former Beachmoor Inn, where new cadet housing is under construction. The Tower Lane building is home to several apartments, and people who were living there have been served notice that they need to move out, Ms. Devine said.

Ms. Devine also pointed out that a survey was done of the property lines for 16 Tower Lane. The survey determined that the line extends into two neighboring properties, so, in effect, the homeowners have lost their backyards "that they've had forever," she said.

"Those people were at the meeting practically crying because their whole backyards were taken," she said.

Despite her concerns, Ms. Devine came away from the meeting impressed, particularly with Capt. Metcalfe, who she noted is "very proud of his school." She said that she is also very proud of Mass Maritime, and is always there on the pier to greet the cadets when they return from their annual Sea Term voyage.

"I have tears in my eyes just thinking about it because it's just such a proud moment, and I don't know one kid on that ship," she said, laughing.

Ms. Devine, who works at the St. Vincent de Paul Thrift Store in Buzzards Bay, added that she was grateful for Mass Maritime's offer for cadets to volunteer at the store. She added that she came away from the meeting satisfied with the academy's promise to be more transparent with the residents of Taylor's Point.

"They were very good about saying that they would keep us informed," she said, "and update us with their plans and stuff, so...we'll see."

Nonprofit CEO Fighting For Animal Welfare On Cape And Beyond

By ALEX MEGERLE

When Azzedine Downes talks with people about animal welfare and conservation, one question is often at the heart of the matter: "Are you willing to share the planet?'

Mr. Downes raised the issue multiple times during an interview with the Enterprise earlier this month. As president and chief executive officer of the International Fund for Animal Welfare (IFAW) who is celebrating his 25th anniversary with the organization this year, he understands what someone's answer reveals. Responding in the negative, he said, shows a "fundamental misunderstanding" of the role wildlife plays in our ecosystem.

IFAW believes that role is critical. A global nonprofit dedicated to helping animals and humans thrive together, IFAW was founded in 1969 by Brian Davies as part of his efforts to curb Canada's commercial seal hunting. It has since moved to be headquartered in Yarmouth and has grown into one of the largest animal welfare organizations on the planet.

Examining Mr. Downes' journey to IFAW reveals a longstanding commitment to education-both for himself and for others-as well as philanthropy. He earned a bachelor of arts degree in French literature/humanities from Providence College in addition to a certificate in French literature from the University of Fribourg in Switzerland. Following graduation, Mr. Downes earned a master of education, administration, planning and social policy from Harvard University. He also spent time volunteering and working for the US Peace Corps, during which time he worked with Frederick M. O'Regan. Their relationship was critical in bringing Mr. Downes to IFAW.

Following Mr. O'Regan's acceptance of the IFAW CEO role in 1997, he phoned Mr. Downes, who at the time was serving as chief of party for AMIDEAST, a nonprofit focused on international education, training and development activities. With the news that IFAW was transitioning from a founder-led to a professionally led organization, Mr. Downes moved from Morocco to Harwich to become IFAW's executive vice president, a role he held until his promotion to his current position in 2012.

Part of what makes IFAW unique, Mr. Downes said, is its commitment to both conservation and individual animal rescue. Historically, conservation groups have focused on entire animal populations rather than individuals. Yet for critically endangered species like the North Atlantic right whale, of which fewer than 400 animals are alive today, every individual matters immensely to the species' survival. IFAW believes in the "intrinsic value" of an animal, Mr. Downes said. Organizations that rescue



IFAW president and CEO Azzedine Downes plants a sapling during a tree planting event in Binna Burra, New South Wales, Australia.

individual animals, on the other hand, have historically lacked a focus on conservation. Without a place to live, you can save the life of an animal, but it will end up being placed in a zoo or sanctuary, Mr. Downes said. Putting both pillars together sets IFAW apart.

Progress in animal welfare requires more than just a good philosophical approach, however. It demands collaboration across countless groups and viewpoints. Mr. Downes is quoted on IFAW's website as saying, "Talking to people who already agreed with us just isn't enough to get real results.'

Thus, an important part of IFAW's work is making it possible for people to come together.

"We serve as a convener," Mr. Downes said. There are all sorts of reasons why people believe things, he went on, noting that livelihoods and economic concerns can shape the viewpoints being brought to the table.

Mr. Downes said he does not show up to meetings with a plan in his back pocket, but rather with a mirror. If people feel respected and believe you are listening to them, he said, you have a chance to find a way forward.

IFAW's record since Mr. Downes's start as CEO speaks to the success that this approach can bring. A quick scan of its website reveals several impressive accomplishments under Mr. Downes's leadership, including signing a lease agreement to secure 16,000 acres of elephant habitat in Kenya and establishing a framework between IFAW and Interpol to help combat global wildlife crime.

On October 24, IFAW's website posted an article in which Mr. Downes explained one of their current projects. "As an organization, we've decided that our fundamental priority in North America right now is to save the North Atlantic right whale from going extinct," he wrote. Challenges faced by right whales include fishing gear entanglements, ship strikes and climate change.

The species was recently in Cape headlines after Snow Cone, a female right whale, was spotted off the coast of Nantucket in September. Snow Cone has been entangled in fishing gear for more than 18 months, and experts anticipate she will not survive much longer.

But right whales are not the only animals in danger around the Cape. It is a familiar area for Mr. Downes, who now lives near Providence, Rhode Island, but still returns two to three times per week when not traveling. The Cape, he said, is an "absolutely critical" habitat, and he is unsure if people understand how important it is for marine life. He cited Cape Cod as the area with the highest incidence of marine mammal strandings in the world.

Ecological shifts can be extremely visible on the Cape. The area is a Petri dish, Mr. Downes said, for what wildlife is doing and how people are reacting to changes they can see for themselves.

Sharks are a visible example of change for Cape residents. Rather than reading a report, he said, residents are seeing great white sharks appear in the waters. They are among the animals that can provoke the most thought—and fear—among people, and they featured prominently in another of Mr. Downes' rhetorical questions.

If we are asking people in Africa to live with lions among them, he asked, are we willing to live with sharks?

There are not always easy answers to the questions that Mr. Downes proposes, and IFAW faces many obstacles in its mission to help humans and animals share the planet. Nevertheless, after 25 years of leading IFAW's fight, Mr. Downes spoke of finding reasons for hope and optimism. Giving wildlife space and a home, he said, allows it to thrive.

Both on Cape Cod and around the world, when you leave wildlife alone, Mr. Downes said, "nature will bounce back.'

NICKERSON - BOURNE FUNERAL HOMES



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PUBLIC HEARING NOTICE ATTENTION TAXPAYERS

TOWN OF BOURNE

PROPERTY CLASSIFICATION HEARING

A PUBLIC HEARING, AS REQUIRED UNDER MGL CHAPTER 40, SECTION 56, REGARDING THE PERCENTAGE OF LOCAL TAX LEVY TO BE BORNE BY EACH CLASS OF PROPERTY FOR THE FISCAL YEAR 2023 WILL BE HELD DECEMBER 6, 2022 AT 7:00 PM AT THE BOURNE VETERANS MEMORIAL COMMU-NITY BUILDING, 239 MAIN ST, BUZZARDS BAY, MA. INTERESTED TAXPAYERS ARE ENCOURAGED TO ATTEND AND PRESENT ORAL OR WRITTEN COMMENTS.

BOURNE BOARD OF SELECTMEN

PETER J. MEIER, CHAIR JARED P. MACDONALD, VICE CHAIRMAN JUDITH MACLEOD FROMAN, MEMBER MARY JANE MASTRANGELO, MEMBER MELISSA FERRETTI, CLERK

November 25, 2022

LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Davis Towing 50 Airport Road, Hyannis, MA, pursuant to the provisions of Mass G.L c. 255, Section 39A, that they will sell the following vehicles on or after December 10, 2022 beginning at 10:00 a.m. by private or public sale to satisfy their garage keepers lien for towing, storage, and notices of sale. Vehicles are being stored at Davis Towing. 1.2007 Honda Ridgeline VIN 2HJYK16327H503020 2. 2018 Ford Focus VIN 1FADP3F2XJL237589 Signed, Steve Davis

November 25, 2022 December 2, 9, 2022

> LEGAL NOTICE NORTH SAGAMORE WATER DISTRICT PUBLIC NOTICE

Under Chapter 40, Section 56, as amended by Chapter 369 of the Acts of 1982, and Chapter 79 of the Acts of 1983, the Board of Water Commissioners will conduct a public hearing on whether the North Sagamore Water District/Bourne portion should implement the Classification Act for Fiscal 2022. Said Hearing has been scheduled for Wednesday, November 30, 2022 at 2:00 pm at North Sagamore Water District meeting room. 14 Squanto Road, Sagamore Beach, MA. At the hearing, the Commissioners shall take testimony as to what will be the residential factor

LEGAL NOTICES

which will determine the share of taxes each classification will pay for FY2023, what will be the open space factor, and whether there will be a residential exemption and/or small commercial exemption Per order of the North Sagamore Water District Commissioners

> Mark Melchionda, Chairperson November 25, 2022

NOTICE TOWN OF BOURNE LIQUOR LICENSE HEARING

Notice is hereby given in accordance with Massachusetts General Laws, Chapter 138, Section 15 that an application has been received from MB Spirits, LLC, d/b/a MB Spirits, Esteban Alvarez, Manager, 2 Factory Outlet Way, Suite 2B, Bourne, MA 02532 for a year round Retail Package Goods Store License for the sale of all kinds of alcoholic beverages. Description of premise: ground level of building, including entry/exit vestibule, retail sales area, storage room and office.

A public hearing will be held in the Bourne Veteran's Memorial Community Center, 239 Main Street, Buzzards Bay, MA 02532 on Tuesday, December 6, 2022 at 7:05 p.m.

Board of Selectmen Peter J. Meier Jared P. MacDonald Melissa Ferretti Judith MacLeod Froman Mary Jane Mastrangelo

November 25, 2022

THE COMMONWEALTH **OF MASSACHUSETTS** MASSACHUSETTS DEPARTMENT **OF TRANSPORTATION – HIGHWAY** DIVISION NOTICE OF A PUBLIC INFORMATION-

AL MEETING Project File No. 610542

A Live Virtual Public Informational Meeting will be hosted on the MassDOT website below to present the design for the proposed Bourne Rotary Improvements project in Bourne, MA.

WHEN: 7:00 pm, Thursday, December 1st, 2022

PURPOSE: The purpose of this meeting is to provide the public with the opportunity to become fully acquainted with the proposed Bourne Rotary Improvements Project. All views and comments submitted in response to the meeting will be reviewed and considered to the maximum extent possible

PROPOSAL: The proposed project consists of improving safety and the traffic operations by restriping the rotary south of the Bourne Bridge with two (2) lanes, adding a channelized right turn lane from Route 28 northbound to Sandwich Road eastbound and adding a right turn lane from Route 28 southbound to Trowbridge Road

This meeting is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (e.g., interpreters in American Sign Language and languages other than English, live captioning, videos, assistive listening devices and alternate material formats). as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), TTD/TTY at (857) 266-0603, fax (857) 368-0602 or by email (MassDOT CivilRights@dot.state.ma.us). Requests should be made as soon as possible and prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting

This Live Virtual Public Informational Meeting or a cancellation announcement will be hosted on the internet at www.mass.gov/massdot-highway-design-public-hearings

JONATHAN GULLIVER CARRIE E. LAVALLEE, P.E. HIGHWAY ADMINISTRATOR CHIEF ENGINEER

November 18, 25, 2022

LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Buckler's Towing, Inc.116 Ridgewood Ave, Hyannis, MA, pursuant to the provisions of Mass G.L c. 255, Section 39A, that they will sell the following vehicles on or after December 3, 2022 beginning at 10:00 a.m. by private or public sale to satisfy their garage keepers lien for towing, storage, and notices of sale. Vehicles are being stored at Buckler's Towing, Inc.

1.2002 Mini Cooper VIN WM-WRE33442TD56977

- 2.2015 Jeep Compass VIN 1C4NJ-DAB4FD370234
- 3. 2003 Mazda MPV VIN JM3LW28J230334465
- 2001 BMW 325I VIN WBAAV334X1FV03178
- 5. 2005 Honda Pilot VIN 5FNYF185X5B054843 6.2008 Chevrolet Aveo VIN
- KL1TD56658B140448

Signed. Nathan Buckler

November 18, 25, 2022 December 2, 2022



TOWN OF BOURNE

Board of Assessors 24 Perry Avenue Buzzards Bay, MA 02532 (508) 759-0600 Ext. 1510 Fax (508) 759-8026



Rui Pereira, MAA Director of Assessing

Michael Leitzel, Chairperson Ellen Doyle Sullivan, Clerk Donna Barakauskas, Member

November 4, 2022

Jon D. Aietta, Esquire 28 State St. Ste. 802 Boston, MA 02109

Reference: Abutters List for Map 11.4 Parcel 52 Subject Property: 1 Factory Outlet Way

Pursuant to the provisions of Massachusetts General Laws Chapter 138, Section 15A, as amended, this is to certify that the enclosed list of names and addresses constitutes all of the abutters of the premise, including schools, churches and hospitals within 500 feet of the subject property on the most recent tax list of the Town of Bourne. The purpose of the abutters list is for an application of a Liquor License from the Board of Selectmen.

Abutting properties are: Map 11.4 Parcels 35.01, 49.01, 49.03 & 55; Map 17 Parcel 3.

Your payment of \$10.00 has been received by the Assessor's Office.

Please be advised that this abutters list is only good for 30 days from the date on this letter. Expired abutters list can be recertified for an additional filing fee.

See enclosed Data Base Inquiry Forms for abutters mailing addresses.

Board of Assessors

List Enclosed

Elin Den Sin -Denna Barakausker Micha Dooff

Extract: Database: Filter: Sort:	ABUTTERS LIST LIVE Key IN 1993,2003,17481,2009,3155	Report #24: Owner Listing Report Fiscal Year 2023		Report #24: O Fisca				Во	ume MA
Kev Parcel ID	Owner	Location	LCt/Ct	Bk-Pg(Cert) /Dt	Mailing Street	Mailing City	ST	Zip Cd/County	
1993 11.4-35-1	SUONG SAM & MELODY SUONG		Nah Wali Dada - Nasi di sedaganga ngg				МА	01824	
2003 11.4-49-1	GALLO LOUIS ETUX CAROL D GALLO					, ang	MA	02561-0247	
17481 11.4-49-3	GALLO LOUIS					. Ver des	MA	02561-0247	
2009 11.4-55-0	COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS					.41 valar	MA	02116	
3155 17.0-3-0	COMMONWEALTH OF MASSACHUSETTS	na sha sha na sha sha sha sha sha sha sha sha sha sh					MA	02116	

Total Records

5

11/4/2022 Page 1



Shawn T. Patterson Director of Public Works

TOWN OF BOURNE Department of Public Works

35 Ernest Valeri Road Buzzards Bay, Massachusetts 02532 Ph: 508-759-0600 ext. 3 ● FAX: 508-759-0617



November 30, 2022

To: Marlene McCollem (Town Administrator) From: Shawn T. Patterson (Director of Public Works) Re: Snow and Ice Contractor Rates 2022

Dear Marlene,

We have spoken briefly about the idea of raising the rates of our private contractors for snow and ice for this up and coming winter of 2022 - 2023. With the way today's economy is and the very high price of fuel, parts and insurance; we're having difficulty retaining and attracting private contractors even after our last increase on the rates. We see other town's discussing rate increases up to 50% (fifty percent) and sign on bonuses to attract and retain contractors. We would like to do the same.

Here, in the Town of Bourne, we take pride in our snow and ice operations. Our program is by far one of the best programs in Southeastern Massachusetts. We take our operation very serious and we need to be competitive to maintain the same level of service to our community that we have always done in the past.

What we are proposing is to raise our current rates an additional 40% (forty percent) across the board as follows:

- Pickup truck rate: Currently \$80.00 per hour. Raise to \$112 per hour.
- One ton truck: Currently \$88.00 per hour. Raise to \$123 per hour.
- 10 wheel dump truck: Currently \$85.00 per hour. Raise to \$119 per hour hauling snow
- 6 wheel dump truck: Currently \$115.00 per hour. Raise to \$161 per hour with plow
- Bobcat/Skidsteer: Currently \$115.00 per hour. Raise to \$161 per hour.
- Loaders: Currently \$125.00 per hour. Raise to \$175 per hour.
- Sign on bonus: We have recently noticed that several other communities in the Commonwealth are offering sign on bonuses to attract new contractors and retain the ones they currently have. This would also encourage the contractors to apply earlier and have all their paperwork in order as well as submitted by our new proposed date December 9th. The bonus would be \$1,000 with \$500 paid after the first storm and the remaining \$500 paid on the last storm of the season. The final payment will be issued if the contractor if the contractor maintains an 85% (eighty-five percent) attendance record which will be determined by the Director of Public Works.
- This is the idea that we're thinking about. We can change, add or delete, anything to make it work.

Shawn T Patterson Director of Public Works Town of Bourne, MA

PREAMBLE

This Energy Management Services Agreement (hereinafter "Agreement") is made and entered into as of December 12, 2022 ("*Effective Date*") by and between and Trane Inc. (hereinafter "*Contractor*"), a United States based Corporation having its principal offices at 4833 White Bear Parkway, Saint Paul, Minnesota 55110, and the Town of Bourne (hereinafter the "*Owner*" or "*Customer*"), having its principal offices at 24 Perry Avenue, Bourne, MA 02532, for the purpose of furnishing certain equipment and work specified herein ("*Work*"), and assuring the performance of said Work, for design, construction, guarantee, and follow-up measurement and verification of energy savings. The project will improve thermal efficiency, conserve energy, conserve water, reduce wastewater, and, when specified, generate electrical power at Owner properties included in the RFQ.

SECTION 1: DEFINITIONS

Key terms used within this Agreement are defined as follows:

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

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

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

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

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

<u>EMS Annual Report</u>. A report form required by DOER that must be completed by the Local Governmental Body summarizing the energy or water unit and dollar cost savings. The initial report providing estimated savings must be filed along with the EMS contract and thereafter within 90 days after the anniversary of the Guaranteed Energy Performance Period.

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

(a) identifies the type, size, and rate of energy consumption of such building or facility and the major energy using systems of such building or facility;

(b) determines appropriate energy conservation maintenance and operating procedures; and

(c) indicates the need, if any, for the acquisition and installation of Energy Conservation Measures or On-site Energy Generation.

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

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

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

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

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

<u>Established Baseline</u>. A written description of previous fuel, energy, and water consumption data and operating and maintenance costs for the past three years, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed.

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

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

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

FEMP. The Federal Energy Management Program.

<u>Final Completion</u>. Final Acceptance by the owner that the Contractor has fulfilled all of its obligations under the Contract including construction, installation, inspection, testing, measuring initial
performance and commissioning, and that all punch list items are reconciled and subcontractors, laborers, and suppliers are paid in full.

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

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

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

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

<u>Guaranteed Maximum Cost.</u> The fixed maximum cost of the Energy Management Services, including:

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

<u>Agreement Price</u>. The fixed cost of the Energy Management Services, including the cost of each energy conservation measure, after installation, startup, and testing.

<u>Guaranteed Savings Year</u>. The 365 day period beginning on the Final Completion Date and each consecutive 365 day period thereafter during the contract period.

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

<u>Implementation Period</u>. The implementation period is the period between the date the Agreement is executed to the date that all energy conservation measures (ECMs) are operational and accepted.

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

<u>Measurement and Verification (M&V)</u>. The process of measuring and verifying the performance of the project to assure that guaranteed energy, water and related cost savings are being realized, as more fully described in Attachment 6.

<u>Notice to Proceed</u>. Letter from an Owner to a Contractor stating the date the Contractor may begin the Work subject to the conditions of the agreement, in the form of Exhibit 1.

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

<u>Payment Bond</u>. A type of construction bond (bid, payment, and performance bonds) that provides assurance that specified subcontractors, laborers and suppliers associated with the project will be paid in the event of default by the contractor.

<u>Performance Bond</u>. A type of construction bond (bid, payment, and performance bonds) that provides protection from financial loss to the project owner should the contractor or subcontractor fail to perform according to the terms and conditions of the contract (not to be confused with "guaranteed performance").

<u>Punch List</u>. A list of minor Work mutually agreed upon by the parties remaining to be completed following Substantial Completion.

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

<u>Performance Period Services</u>. The M&V, periodic and transactional maintenance services provided by Contractor to Owner in accordance with, and as more fully described, in Attachment 8. <u>Request for Proposals (RFP)</u>. A written document issued by a Local Governmental Body that invites potential Responsive Offerors to submit proposals outlining their qualifications to perform the Energy Management Services for the Local Governmental Body, a cost proposal, and other information required by 225 CMR 10.03(1) and (2) and the Local Governmental Body.

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

<u>Substantial Completion Date</u>. The date on which the Contractor warrants by written notice that the ECMs are substantially complete and producing savings equal to or greater that the guaranteed savings.

<u>Shortfall</u>. The deficiency in energy cost savings that the Contractor guaranteed and the actual savings in any one Guaranteed Savings Year, as more fully described in Attachment 6.

SECTION 2: PRICE AND TERMS

2.1 Agreement Price

As payment for the Work, Owner shall pay Contractor a firm, fixed price for which the total maximum contract value is not to exceed \$5,200,737 (as used herein, the "Guaranteed Maximum Cost" or "Contract Price"). In addition, Owner shall pay Contractor the Performance Period Fee for the Performance Period Services in accordance with, and as outlined in, Attachment 8. To the extent that materials and supplies are used or incorporated in the performance of this Agreement, the Contractor is considered an exempt purchaser under the

Massachusetts Sales Act, Chapter 14 of the Acts of 1966. Owner agrees to provide Contractor upon request all applicable tax exemption certificates reasonably requested by Contractor and to cooperate with Contractor's reasonable requests to effectuate such tax exemptions. Contractor shall be responsible for paying all other taxes and tariffs of any sort related to the Work.

This Agreement is conditional upon the Owner obtaining financing in an amount and under such terms as are satisfactory to the Owner, provided Owner shall diligently pursue such financing and such terms are customary, reasonable and in compliance with pertinent laws and regulations. Contractor shall not be required to perform any of the Work until and unless Owner has closed on its financing (the "Financing Closing") for the portion of the Work covered under the borrowing. Owner shall contribute from currently available or expected sources of funding for the portion of the Work not covered under the borrowing. Owner shall provide Contractor, upon request, copies of the fully executed contract documents for financing of the Contract Price and, if applicable, evidence of funding of any escrow account required under the financing documents. Owner will achieve Financing Closing on or before December 16, 2022 or such later date as may be agreed to in writing by Contractor. Within five (5) calendar days of the Financing Closing, Owner shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit 1: Notice to Proceed, attached hereto) to Contractor. In the event Owner does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date as may be agreed to in writing by Contractor, Contractor may terminate this Agreement upon fourteen (14) calendar days prior written notice to Customer. Termination of this Agreement by Contractor in accordance with this Section 2.1 shall be deemed termination for convenience by the Owner. In addition, notwithstanding such termination, Owner shall be obligated to immediately compensate Contractor for the amount of the IGA break-up of \$71,500.

2.2 Payment Terms

- a) Invoicing Procedure. The Contractor shall prepare and submit separate invoices for work performed on school property and work performed on non-school buildings.
- b) Progress and Final Payments: Payment Schedule, and the Payment Application, and Certification for Payment forms are set forth in Attachment 2. The Contractor will invoice Owner as provided in 2.2(a) on a progress basis for actual Work completed and equipment/materials purchased and stored, as detailed in the Payment Schedule for all Work using the Application and Certification for Payment Form. The initial Payment Application shall be provided to the Town for approval prior to Financing Closing. Payment shall be made on an approved initial Payment Application on the date of Financing Closing.

All Payment Applications will be based on the Schedule of Values set forth in Attachment 2, which will allocate the entire Guaranteed Maximum Cost among the various portions of the Work on a per building and per ECM basis and be supported by sufficient data to substantiate its accuracy. Stored materials and pre-purchased equipment must be accompanied by written pre-authorization from the Owner. The Owner will make progress payments to the Contractor within 30 days of all amounts due upon receipt of such properly executed Certification for Payment Form along with sufficient data to substantiate its accuracy.

- c) The payment of any progress payment shall in no way prejudice or affect the obligation of the Contractor at its own expense to repair, correct or replace any defects or imperfections in the Work as well as all damages due or attributable to such defects, nor shall any such payments prejudice or affect the rights of the Owner to hold the Contractor liable for breach of contract or avail itself of other remedies under this Contract.
- d) Payment Application: Progress payments will be calculated using the Payment Application and Certification Summary form in Attachment 2 as follows:

i. Current Earnings

Determine the progress payment associated with each ECM for the current billing period based on the percentage of Work completed of the total ECM project, less Retainage of five percent (5%), which shall be held by Owner as additional security for the faithful performance of all the Work required under this Agreement. The progress payment represents the cost allocated to that portion of the Work in the Schedule of Values. Retainage will be governed, and the Owner will pay Retainage, if due pursuant to the process detailed in M.G.L c. 149 § 29F;

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

Deduct any disputed earnings and any other adjustments to determine revised Agreement Price to determine Payment for current Application.

ii. Contract Payment Status

Contractor shall provide complete information in Application Summary, bringing forward the expected progress payments. The Owner will review, approve, or reject the Payment Application within fourteen (14) calendar days of its receipt of same.

iii. Substantial Completion.

Upon Substantial Completion, the Contractor will provide a Delivery and Acceptance Certificate in the form of Attachment 3 for each ECM. Within fourteen (14) calendar days of receipt, the Owner will sign and return the Certificate for each completed ECM indicating either acceptance or rejection of Substantial Completion. In the event Owner fails to reject the Delivery and Acceptance Certificate in writing, stating in detail the reason for such rejection, within such fourteen (14) calendar days, Owner shall be deemed to have approved and accepted such Delivery and Acceptance Certificate and Contractor shall be deemed to have achieved Substantial Completion with respect to the Work. Contractor may provide written notice to Owner that one or more of the ECMs is/are substantially complete and request that Owner issue a Delivery and Acceptance Certificate with respect to such ECM. Substantial Completion with respect to such ECM is the date when the specified ECM have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by Customer and Contractor and, if applicable, annexed to the Delivery and Acceptance Certificate.

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

iv. Final Completion

At least thirty (30) days in advance of the scheduled date of Final Completion, Contractor will meet with the Owner to assess the progress and remaining Work as early as practicable prior to the scheduled date of Final Completion. If the Contractor is unable to complete the Work within the schedule time remaining then the Owner may request that the Contractor accelerate the Work. Upon Final Completion, Contractor shall provide Owner with all applicable as-built documentation, commissioning reports, warranty documentation, operations and maintenance manuals and schedules, applicable permits, prevailing wage and/or Davis Bacon certified payrolls, and have completed all required training.

- v. Performance Period
 - Contractor shall provide Measurement & Verification Services during the Performance Period Term of fifteen (15) years. Following the date that the Owner executes a Final Delivery and Acceptance Certificate (Exhibit 3), the Owner will pay the current Measurement & Verification Plan Fee set forth in Attachment 8 for each successive twelve (12) month period during the fifteen (15) year Performance Period Term.
 - 2) Contractor may provide additional operations and maintenance services to Owner, which operation and maintenance services shall be performed pursuant to a separate agreement to be executed between Contractor and Owner in their sole and absolute discretion outside of this Agreement.
- vi. Retainage

In addition to any other amounts to be retained hereunder, the Owner may retain any sums otherwise owed to the Contractor sufficient to cover the full costs of any of the following: Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means if the Contractor fails to take action within thirty (30) calendar days (or such longer period as may be reasonably required) after receiving written notice and the owner is required to take action or perform work such as cleanup or completion of incomplete work.

vii. Final Payment

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

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

2.4 Agreement Termination

This Agreement shall terminate fifteen (15) years after Acceptance and Final Completion unless otherwise agreed to in writing (with twenty years being the maximum allowed).

SECTION3: GENERAL PROVISIONS

3.01 Dispute Resolution

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

- a) All claims by either party shall be made in writing and submitted to the Owner for a written decision.
- b) Contractor shall not delay, suspend, or curtail performance under the Agreement because of any dispute subject to this section.

- c) Within sixty days of submission of the dispute to the Owner, the Owner shall issue a written decision stating the reasons thereof, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within sixty days, he shall notify the parties to the dispute in writing of the reasons and of the date by which the decision shall issue.
- d) Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by the federal or state court in Massachusetts, with proper jurisdiction, in the nearest locating covering Barnstable County, A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, upon agreement by both Parties.

3.02 Conditions beyond Control of the Parties

Except as otherwise provided herein, if either party shall be unable to carry out any material obligation under this Agreement due to events beyond its reasonable control and without its fault or negligence, such as acts of God, governmental or judicial, insurrections, riots, extended labor disputes, fires, explosions or floods, this Agreement shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved. The non-performing party shall make every reasonable attempt to minimize delay of performance. In the event the Agreement is terminated by mutual consent, Owner shall pay Contractor the undisputed balance owed for all parts of the Work satisfactorily furnished to the date of termination or as otherwise agreed.

3.03 Labor Laws

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

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

3.04 Prevailing Wage Rate

The <u>Division of Occupational Safety</u> has established a Schedule listing the prevailing minimum wage rates that must be paid to all workers employed on the Agreement by either the Contractor or its subcontractors. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Agreement throughout the term of this Agreement. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Agreement exceeds the rates listed on the Schedule. The Contractor shall cause a copy of the Schedule to be kept in a conspicuous place at the project site during the term of this Agreement (see MGL c. 149 § 27). If reserve police officers are employed by the Contractor they shall be paid the prevailing wage rate of regular police officers (see MGL c. 149 § 34B).

(a) The funding of the Work may include a federal grant, requiring that the Federal Davis-Bacon prevailing wage rates will apply, along with the State prevailing wage rates. Where there is a conflict between the Federal and State prevailing wage rates, the higher rate will apply. If federal funding is obtained, the provisions of 29 CFR Section 5.5 require the following contract provisions to be included in the construction contract.

(i) Minimum Wages. all laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(l)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to **skill**, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

3.05 Appropriations

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

Owner represents that by issuing the Notice to Proceed hereunder that Owner shall have secured appropriations to fund the installation costs of the Energy Conservation Measures hereunder in the amount of the Contract Price. In the event that the Owner is unable to obtain an appropriation of funds sufficient to discharge the Owner's obligations under this Agreement following during the term of the Performance Period Services, then, pursuant to M.G.L. c. 44, § 31, the contract will be terminated and the Owner will be liable to the Contractor for the work already performed and for which funds have been appropriated. In no event shall the Owner be liable to the Contractor for damages, lost profits, penalties, or other charges arising from such early termination.

3.06 Laws, Regulations, Ordinances, and Standard Practices

Contractor shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, regulations, ordinances and by-laws, including applicable licensing and permitting requirements, in accordance with sound engineering and safety practices, and in compliance with all reasonable rules or policies of the Owner relative to the properties. Contractor shall be responsible for obtaining all governmental permits, licenses, consents, and authorizations as may be required to perform its obligations hereunder (see Section 4.10 regarding permits and fees pertaining to the Work). Notwithstanding the foregoing, excluded from the Work are any modifications or alterations to the Premises (not expressly included within the Work as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s).

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

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

The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then, if such Change renders it illegal, impracticable, or impossible for either party to perform or comply with any material obligation under this Agreement, then either Party shall be entitled to terminate this Agreement (including the Guarantee) upon ten (10) business days' notice to the other party without any liability to the other party (except for payment by Owner of amounts due for any completed Work or Performance Period Services which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein, Trane shall not be liable for any failure to meet the Guarantee or for any shortfall thereunder resulting directly from a Change in Law.

3.07 Patents and Patent Rights

The Contractor shall indemnify and hold the Owner harmless from all claims and actions due to any actual or asserted infringement upon patent rights in any equipment, material, or process used by Contractor in connection with this Agreement.

3.08 Access and Inspection

Owner shall have access to inspect the Work at and the books and records pertaining to the compliance by Contractor with the terms and conditions of this Agreement at reasonable times and following Contractor's safety protocols. Records shall be kept on a generally recognized accounting basis and calculations kept on file in legible form. Records shall be saved or archived for a period of six (6) years after the termination of this Agreement and shall be kept or made available within Massachusetts.

Contractor shall have access (upon reasonable notice to the Owner) to inspect the property to assess the condition and operation of material and equipment installed and shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the Agreement conforms to Agreement requirements. The Contractor shall maintain complete inspection records and make them available to the Owner.

All work is subject to inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Agreement.

All material and workmanship shall be subject to inspection, examination, and test by the Owner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. If at any time during the Implementation Period any part of such Work shall in the reasonable opinion of the Owner be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the Owner shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction to the Town within thirty (30) days from the date of the giving of such notice and complete the same to the satisfaction of the Owner with reasonable dispatch, then the Owner may employ other persons to make such repairs. The Owner shall charge the expense thereof to the Contractor and may set off from sums otherwise due for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

3.09 Ownership of Documents

All drawings, reports and other materials (the "Materials") prepared by Contractor specifically in performance of this Agreement shall become the property of the Owner and may be used by the Owner thereafter in such manner and for such purposes as the Owner may deem advisable, without further employment of or additional compensation to Contractor. Said documents will be available as needed by the Owner or, if not so requested, turned over to Owner prior to acceptance of the project. The Contractor shall not be liable for any use, reuse or modification of the Materials that occurs without the Contractor's consent and professional involvement. Notwithstanding the foregoing, intellectual property of Contractor, including any inventions, trade secrets, patents, trademarks, copywriters or information on means and methods shall belong to Contractor and no right, title or interest thereto are hereby transferred to Owner.

3.10 Sales Tax Exemption

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

3.11 Certificates

Contractor certifies as follows:

- a) Certificate of Authorization: If Contractor is a corporation, each person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that Contractor is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the Commonwealth of Massachusetts (a copy of evidence thereof to be supplied to the Owner upon request); and that each person executing this Agreement on behalf of the Contractor is duly authorized to execute, acknowledge and deliver this Agreement to the Owner.
- b) Tax Compliance Certification: Pursuant to M.G.L. c. 62C § 49A(b), each person signing this Agreement on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, the Contractor has complied with any and all applicable state laws.
- c) Certificate of Non-collusion: The undersigned certifies under penalties of perjury that this Agreement has been made in good faith and without collusion or fraud with any other person. As used in this

certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.

- d) Foreign Corporation: Contractor, if a foreign corporation, hereby certifies that it complies with M.G.L.
 c. 181 § 4 and that the name and address of the resident agent is attached hereto with Exhibit _.
- e) Covenants: Contractor covenants that: (1) it presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c. 268A, as amended from time-to-time, (2) in the performance of this Agreement, no person having such an interest shall be employed by the Contractor, and, (3) no partner or employee of the Contractor is related by blood or marriage to any employee or agent of the Owner.
- f) Owner Certification: The Owner certifies that it is duly authorized to execute, acknowledge and deliver this Agreement under the provisions of M.G.L. Chapter 25A § 11C or § 11I, to retain Contractor to design, acquire, install and assist in the maintenance of the installed equipment to accomplish the energy conservation measures and to provide other services, as more fully set forth herein, subject to all the terms and conditions of this Agreement.

3.12 Assignment

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

3.13 Audit Report and Project Development

The Contractor has prepared the complete Final IGA Report of the Project Site(s) that has been approved and accepted by Owner (Exhibit 4: Certificate of Acceptance—Technical Energy Audit Report). The Final IGA Report set forth in Attachment 4: Scope of Work and dated November 23, 2022 includes all energy conservation measures agreed upon by the parties.

3.14 Complete Agreement

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

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

Attachment 1: Property Description Attachment 2: Payment Schedule, Application and Certification Attachment 3: Baseline Energy Consumption and Projection Attachment 4: Scope of Work Attachment 5: Project Schedule Attachment 6: Measurement & Verification Plan Attachment 7: Project Cost and Savings (Available in excel spreadsheet) Attachment 8: Performance Period Services Attachment 9: Training Attachment 10: Commissioning Plan Attachment 11: Warranties

Exhibit 1: Notice to Proceed Exhibit 2: Certificate of Acceptance Final Audit Report Exhibit 3: Certificate of Acceptance Forms Exhibit 4: Payment and Performance Bonds Exhibit 5: DOER Annual Report Form Exhibit 6: Certificate of Non-Collusion

The parties expressly agree that the minimum terms and conditions set forth in Article 6, Part 2 of the RFQ are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any of the Attachments or Exhibit hereto, the terms and conditions of the applicable Attachments and/or Exhibits shall control. In the event of a conflict or inconsistency between the terms and conditions of this Agreement (together with all Attachments and Exhibits hereto) and the terms and conditions of the RFQ, as applicable, or the IGA, the minimum terms and conditions of the RFQ set forth in Article 7, Part 2 of the RFQ shall control and thereafter with respect to the other terms and conditions of the RFQ or with respect to the IGA, the terms and conditions of this Agreement shall control. The failure of either the Contractor or the Owner to insist upon the strict performance of any term or condition hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement.

SECTION 4: <u>THE WORK</u>

4.01 Time for Performance and Final Completion

Contractor shall commence Work within ten (10) days of Owner sending the Contractor a Notice to Proceed, which Owner shall send upon closing financing in accordance with Section 2.1 hereof. Contractor shall substantially complete Work within eighteen months after issuance of the Notice to Proceed. The completion date of the Work shall be extended if the cause for an extension is pursuant to Sections 4.03, 4.06, 4.08, 4.12, 4.13, or 9.02 or if Contractor is otherwise entitled to an equitable adjustment hereunder. Contractor shall perform the commissioning Work outlined in Section 5.07 and Attachment 10 hereof.

If Contractor is delayed in the commencement or completion of any material part of the Work due to events described in paragraph 3.02, or due to Owner's actions or failure to perform its obligations under this Agreement or to cooperate with the Contractor in the timely completion of the Work, then Contractor will notify Owner in writing of the existence, extent of, and reasons for such delay.

Contractor shall be entitled to an equitable adjustment to the project schedule because of delays caused by Owner's actions or failure to perform its obligations under this Agreement or to cooperate with the Contractor in the timely completion of the Work. To the extent such a delay causes a significant increase in the cost of materials to perform the Work, the parties shall negotiate a change in project scope or, to the extent permitted by law, a change in Contract Price. Any change in Contract Price shall be subject to appropriation.

4.02 Specifications of Work

Contractor's obligations hereunder are specified in Attachment 4: Scope of Work and related drawings and plans and any subsequent revisions thereto, as approved by the Owner. Excluded from the Work are any modifications or alterations to the properties not expressly included within the Work. The requirements of all applicable laws, regulations and codes of federal, state, and local town or city government shall be met at all times. All Work shall be performed in a professional and competent manner.

4.03 Construction Procedures, Changes to Work and Coordination

Contractor shall supervise and direct the Work using its best ability, skill, attention, and oversight. Contractor in consultation with Owner, shall be responsible for the construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Owner will review all proposed modifications to the building and systems and must approve of them prior to commencement of any work; such approval will not be unreasonably withheld. No material change to the scope or specifications of Work shall be made without the written consent of the Owner. If Contractor fails to correct Work that is not in accordance with the specifications or persistently fails to meet specifications herein, Owner, by written order signed personally or by its authorized agent, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

Contractor shall not create or allow to continue any condition deemed to endanger health or safety as defined in Section 5.01 and if such a condition exists Owner shall have the right to exercise the remedies described therein.

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

Contractor will provide utility hook ups, or temporary utility services only to the extent described in this Agreement.

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

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

4.04 Relationship with Maintenance Staff

Contractor shall cooperate with Owner's operating and maintenance personnel, train said personnel in operation and maintenance of any equipment installed as part of the Work, and coordinate the Work on a planned and programmed basis. Contractor shall provide documentation from the Original Equipment Manufacturer ("OEM") to Owner which provides information concerning preventative schedule and maintenance procedures for equipment installed as part of the Work.

4.05 Material and Equipment Installed

No material substitution of any material or equipment specified which will have an effect on the Guarantee shall be made without the written consent of the Owner, and any such substitution shall be at least equal in quality, finish, durability, serviceability and performance for the purpose intended. Any substitution made by Contractor hereunder shall be for equivalent or better materials or equipment, utilizing sound engineering practices.

Contractor shall install and train Owner personnel in accordance with the scope of training set forth in Attachment 9 to operate and maintain equipment in a manner that will provide standards of service to meet requirements of Section 4.02 and equipment manufacturers' literature, specifications and instructions.

Prior to the installation of any major mechanical systems, the Contractor shall submit design documents. The installation of such ECM shall not commence until the Owner accepts the design documents in writing. Owner shall have ten (10) business days from receipt of same to review the design documents and provide written notice of any deficiencies or reasons for rejection of the design documents. Owner's approval of such design documents shall not be unreasonably withheld. All mechanical, electrical, and structural design drawings which are required by law to be stamped shall be stamped by a Massachusetts registered professional engineer for each corresponding trade if applicable, or as required by law.

Contractor will prepare and furnish three (3) hard copies and an electronic version (on portable electronic media) of the As Built documentation, commissioning reports, training protocols, warranty documentation, applicable permits and Maintenance Manuals that include product data and, which are subject to acceptance by the Owner for all equipment installations at each property.

4.06 Disposal

Contractor will be responsible for proper disposal of all non-hazardous materials and construction demolition debris.

The Contractor will be responsible for proper disposal of all ballasts containing or suspected of containing PCBs and fluorescent lamps containing mercury, and HID lamps, in accordance with applicable local, state, and federal laws and regulations. All ballasts should be suspected to contain PCBs unless they are specifically labeled otherwise. Disposal plans must be documented and appropriate transportation and disposal documents prepared before disposal commences, and actual disposal must be documented immediately after disposal. Notwithstanding the foregoing, Owner shall remain the owner/generator of any such hazardous materials. Contractor shall provide Owner with a complete manifest documenting appropriate disposal.

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

- Except as expressly stated in the Scope of Work, Contractor expressly excludes any work connected or associated with Hazardous Materials not supplied by Contractor. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).
- 2) Contractor shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on the Premises. Owner warrants and represents that, to the best of its knowledge, except as expressly set forth in Scope of Work (Attachment 4), and by reference to this Section, there are no Hazardous Materials on the Premises in areas within which Contractor will be performing any part of the Work or Owner has disclosed to Contractor the existence and location of any Hazardous Materials in all areas within which Contractor will be performing any part of the Work or Owner has disclosed to Contractor the existence and location of any Hazardous Materials in all areas within which Contractor will be performing any part of the Work. Contractor's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in the Scope of Work and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.
- 3) In the event the Contractor discovers work areas which may require removal of hazardous materials during the detailed audit, Contractor will notify Owner. Should Contractor become aware of or suspect the presence of Hazardous Materials in the course of performing the Scope of Work or that are not disclosed in this Agreement, or which present or may present a hazard to or endanger health welfare or safety, Contractor shall have the right to immediately stop work in the affected area and shall notify Owner. In Owner's discretion, Owner may notify Contractor to omit or cease certain Scope of Work with a

commensurate reduction in the Payment Schedule; however, Owner agrees that Contractor shall not have any liability under this Agreement should Owner's omission or cessation of such certain Scope of Work impact the Guaranteed Energy Savings. Contractor shall be required to resume performance of the Scope of Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. Owner shall compensate Contractor for any reasonable costs incurred by Contractor as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to Contractor, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless Contractor, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "Contractor" for purposes of Section 4.06) and Contractor's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Contractor; and/or (2) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials.

4.07 Subcontracting

Contractor may subcontract part of the Work to others provided any subcontractors are identified in Contractor's Response to the RFQ or in the IGA. Contractor may, with the written consent of the Owner, substitute a subcontractor for one so identified or, if no subcontractor for a certain trade or task has been so identified, engage one. Contractor shall be solely responsible for the conduct, acts, and omissions, whether intentional or unintentional, of its subcontractors, employees, agents, invitees or suppliers. Nothing in this Agreement shall create any contractual relationship or duty between any subcontractor, employee, agent, invitee or supplier and the Owner. Further all subcontractors shall carry the same insurance coverage as Contractor and shall name Owner as an additional insured.

4.08 Equipment Location and Access

Buildings may be occupied during construction. Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction. The Contractor shall complete the Work in accordance with the schedule in Attachment 5: Project Schedule. Contractor must use sufficient personnel and adequate equipment to complete the Work pursuant to Section 4.01. The Work must be completed in a continuous uninterrupted operation between the hours of 8:00 AM and 4:30 PM on Monday through Friday, unless otherwise authorized in writing by the Owner.

The Contractor is responsible for the security of partially completed work and for materials or equipment stored at Owner properties. Only materials and equipment intended and necessary for immediate use shall be brought into the buildings. Equipment and unused materials shall be removed from each building by the end of each workday. The Owner shall provide if available, without charge, a mutually satisfactory location, or locations for the storage and operation of materials and equipment and the performance of the Work, including a location for staging and mobilization.

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

4.9 Permits and Fees

Contractor shall secure and pay for building and other permits and governmental fees, licenses, and inspections that are required by federal, state, or town or city governments for proper performance and completion of the

Work. In the event that fees for any permits are reduced or waived by request, standing, or intervention of the Owner, then, at the Owner's option, the amount of the savings of the fee shall be deducted from the line item in the Work budget and added to the contingency line item or the Agreement Price reduced by that amount.

Subsequent to receipt of a Notice to Proceed, the Contractor shall provide a listing of all anticipated permits required to implement the Scope of Work described in Attachment 4.

4.10 Utilities

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

4.11 Concealed or Unknown Conditions, Equitable Adjustment

If Contractor finds conditions during the Work that are subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings or are unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in similar construction activities, Contractor shall notify Owner of such conditions promptly, prior to significantly disturbing the same. Such conditions may include, but are not limited to, water damage, termite damage, or structural building defects. If such conditions differ materially and cause an increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall submit a written estimate of the material and labor cost increase and time delay. If the Owner concurs with the need, cost estimate, and time delay, Owner and Contractor shall make an equitable adjustment in the Agreement Price or Time for Performance and Final Completion, and/or the Energy Savings Guarantee; provided, however, that Contractor shall solely be entitled to its out of pocket costs and not for damages relating to any delay under this Section 4.11.

In addition, Contractor shall be entitled to an equitable adjustment to the Work, the Agreement Price, the Time for Performance, and/or the Energy Savings Guarantee (in each case, to the extent affected) upon occurrence of any of the following events:

- 1. the Work are delayed, suspended or accelerated by any Owner or any of its employees, agents or representatives;
- 2. failure by Owner to timely perform its obligations hereunder;
- 3. A Change in Law, permitting requirements or other governmental approvals occurs after the date of this Agreement;
- 4. The occurrence of a delay affective the Work in accordance with Section4.01; or
- 5. Any change to the Work is requested or directed by Owner.

(b) Procedure. If Contractor is entitled to an equitable adjustment, Contractor shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Owner shall either (i) execute and deliver to Contractor such change order as provided by Contractor; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Agreement. If the parties are unable to agree on the terms and conditions of a change order, Contractor may perform the Work and Owner shall compensate Contractor for such performance on a time and material basis in accordance with Contractor then current prices and procedures.

4.12 Casualty, Condemnation, Damage

If any fire, flood, other casualty, or condemnation renders a portion of any property described in Attachment 1 unsuitable for habitation or destroys a substantial part of the area within which the Work is to be performed or which the Work affects, the Owner and Contractor may terminate or modify this Agreement by mutual agreement. The Owner shall pay Contractor for all Work satisfactorily completed to the date of termination.

4.13 Standards of Service and Comfort

Standards of Service and Comfort with respect to the Work are set forth in Attachment 6.

4.14 Shutdown of Services

Contractor hereby acknowledges that continuous operation of services, including but not limited to heat, water, domestic hot water, electricity, gas, sanitary facilities, elevators, fire alarms, or protections, and access to the property or common areas is essential to the operation of the Owner's properties. If any such service, or access to the property, or any common area is to be discontinued for any period of time in order to perform the Work, Contractor shall give the Owner as much notice in writing as is practicable in which event the Owner shall, by written response, approve unconditionally or with conditions such shutdown of services. Such conditional approval may include a requirement for the Contractor to provide for temporary services, may limit the time for which services or access may be shut down, or may require other actions, accommodations, or expenditures on the part of the Contractor. With respect to fire alarm or other fire protections, Contractor shall also notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

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

4.15 Indemnification and Limitation of Liability

The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed in carrying out this Agreement. Contractor shall assume the defense of, indemnify and hold harmless the Owner, their officers and agents from all claims by a third party relating to the following:

- a) Labor performed or furnished and materials used or employed by Contractor for the Work,
- b) Inventions, patents and patent rights used in and in doing the Work,
- c) Injuries to any person caused by the acts or omissions of the Contractor and its employees, subcontractors, agents, suppliers and invitees in doing the Work.

To the maximum extent permitted by law, the Contractor shall indemnify, defend and hold the Owner harmless from any and all third party actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the acts or omissions of the Contractor's employees, subcontractors or other authorized agents in connection with the Premises. The Contractor shall not be required to indemnify the Owner against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other Customer or any of its employees or agents. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to the Contractor's relative fault.

In any case of indemnification or hold harmless under this paragraph 4.15 or paragraph 4.06 in which it is alleged a party has a duty to indemnify the other party, the indemnifying party or its agent and insurer may elect to assume responsibility for the defense of any such claim and in such case may designate defense counsel. The indemnifying party shall retain and may exercise final authority for settlement of claims hereunder which shall not require the indemnified party's consent; provided, however, that the indemnified party may be consulted in connection therewith and provided further that any settlement of claims shall release and fully discharge the

indemnified party from any liability in connection with the relevant claim. Each party shall have a duty to reasonably cooperate in the preparation and presentation of the defense.

Limitation of Liability.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOST PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

SECTION 5: PERFORMANCE AND EVALUATION SUBSEQUENT TO WORK

5.01 Workmanship and Equipment Warranty

Contractor hereby assigns to the Owner all warranties of all equipment and materials used in the Work. Attachment 11 lists equipment and material warranties, however, failure to include any equipment or materials having a warranty neither excludes said equipment or materials from the provisions of neither this section nor Contractor's responsibilities hereunder.

Contractor warrants that, for a period of one year from the date of the Certificate of Final Completion ("Warranty Period"), all equipment, materials and Work shall be free from defects in material, manufacture, workmanship and performance as set forth by the catalogs, bulletins and specifications included within Contractor's Response to the RFQ, IGA, or this agreement, whichever is appropriate. If such defect occurs within the Warranty Period, Contractor shall correct and pay for correction of all defects including replacement or repair and all parts and labor. Equipment and/or parts that are not manufactured by Contractor are not warranted by Contractor and have such warranties as may be extended by the respective manufacturer. All warranties and guarantees that originate with a Subcontractor or manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of that sub-trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required equipment warranty shall be held to constitute a failure of the Contractor to fully complete any particular portion of the work in accordance with the Contract. Notwithstanding the foregoing, with respect to specific equipment installed and commissioned by Contractor prior to the date of the Certificate of Substantial Completion with respect to the entire Work, Contractor shall have the option of declaring Substantial Completion with respect to such equipment at such time as the beneficial use of the equipment has been transferred to the Town and commencing the Warranty Period upon the date of Substantial Completion and the Owner's receipt of such guarantee or warranty with respect to such equipment.

If Contractor, upon written notice from the Owner, fails to commence efforts to correct defective equipment, materials or Work within a reasonable period of time, but no less than seventy two (72) hours, unless such defect is a condition deemed to endanger health or safety or is a fire hazard, Owner may correct any defect and Contractor shall reimburse Owner for its reasonable expenses incurred in performing such correction subject to any limitations contained within this section. Conditions which are deemed to endanger under the State Sanitary Code (105 CMR 410.000) or are fire hazards under Fire Prevention Regulations (527 CMR 1.00-50.00) shall be addressed promptly and jointly, if necessary, by Contractor and Owner assuring that immediate precautions are taken to avoid risk to persons or property, imminent measures are taken to prevent deterioration of condition, occupants are alerted to any dangers or hazards, and steps for final correction taken within twenty four (24) hours.

The provisions contained in this Section 5 shall survive termination of the Contract.

The warranties provided in this Section 5 shall be in addition to and not in limitation of any warranty required by the contract documents or otherwise described by law.

The foregoing warranties do not apply to Performance Period Services and the warranties for Performance Period Services are separately stated on Attachment 11 of this Agreement.

THE WARRANTY SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. CONTRACTOR SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

5.02 Evaluation of Savings Achieved

The energy and water savings that occur after the Final Completion Date shall be determined by the difference between actual consumption and baseline consumption as shown in Attachment 3: *Baseline Data and Projection* and as adjusted for occupancy, changes in the manner in which energy or water may be used other than manner of use which has been incorporated as part of the Work, and in the case of heating energy, substantial differences in heating degree days for the pertinent periods.

Contractor shall prepare an annual report pursuant to 225 CMR 10.07: Monitoring; Reporting Requirements or 225 CMR 19.08: Monitoring; Reporting Requirements for submission to the Owner in a form suitable for review, and shall simultaneously forward the submission electronically to DOER at EMS.Doer@state.ma.us.

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

Contractor shall be compensated for the M&V Services in accordance with Attachment 8.

5.03 Performance Guarantee

Contractor guarantees (the "Guarantee") to the Owner the following:

- a) Representations made concerning energy or water consumption in its estimates are accurate, and
- b) Calculations for Verified Unit and Cost Savings will be made in the same manner as the savings analysis set forth in Attachment 6.1, measured, and verified pursuant to Attachment 6: *Measurement and Verification Plan* and subject to adjustments as set forth in this Agreement and the applicable Attachments.

5.04 Performance Remedies

Performance remedies are discussed in Attachment 6, Section 10.

5.05 Independent Audit

The Owner shall have the right to retain, at its own expense, an independent auditor to complete and submit to the parties an audit of the calculations of Energy Cost Savings made pursuant to this Agreement. Any audit so performed must use and incorporate the same methods, procedures, and assumptions as contained in this Agreement and used by Contractor to perform the calculations undergoing an audit pursuant to this Section. Any payments between the parties necessary to resolve an irregularity identified in the audit shall be made within thirty days after submission of the audit to the parties. If, after thirty days, the parties are unable to agree upon the adjustment, the matter shall be submitted to resolution pursuant to Section 3.01.

5.06 Other Performance Terms and Conditions

All actions taken under Section 6, including but not limited to correction of warranties, remedy of performance shortfalls and maintenance of equipment by Contractor, shall conform to sections 5.02 through 5.16 inclusive.

5.07 Agreement Closeout Responsibility

Prior to any final acceptance of the Work by Customer and final payment made pursuant to Section 4, Contractor shall perform commissioning as stipulated in Attachment 10 of the equipment covered by this Agreement and prepare an assessment of the condition of the equipment and materials installed as part of the Work.

- a) Conduct testing described in the Commissioning Plan described in Attachment 10 of each element and total system of the installed equipment detailed in Attachment 4. Prior to Substantial Completion of each ECM, the Contractor will determine if (1) equipment is functioning in accordance with both its published specifications and, (2) in accordance with the terms of this Agreement, and all building systems, subsystems or components installed or modified by Contractor are functioning properly.
- b) Conduct the training program described in Attachment 9: Training, including software, prior to Final Delivery and Acceptance. The cost of such training shall be included in the Contract Price.
- c) Prepare a closeout report that includes (but is not limited to as appropriate):
 - As Built Documentation
 - Commissioning Reports
 - Operation and maintenance manuals;
 - Operation and maintenance recommendations and schedules;
 - Warranty certificates;
 - Permit;
 - Manifests;
 - Record drawings

SECTION 6: OBLIGATIONS OF THE PARTIES

6.01 Obligations of the Contractor

Contractor acknowledges and agrees that Contractor's obligations hereunder are in the capacity of providing professional services for the purposes described in the Preamble to this Agreement and in said capacity is expected to provide energy and water auditing, engineering, design and monitoring services, construction management including general contracting as necessary, and other related services as solicited in the RFQ and as may normally be incidental to these types of professional services. Contractor agrees to execute and deliver

to the Owner the Certificate of Non-Collusion attached hereto as Exhibit 6 prior to the commencement of any Work hereunder.

The following events or conditions shall constitute a breach by the Contractor and shall give the Owner the right, without an election of remedies, to proceed pursuant to Section 3.01 and/or terminate this Agreement by delivery of written notice declaring termination:

- a) Any representation or warranty furnished by the Contractor in this Agreement which is false or misleading in any material respect when made,
- b) The filing of bankruptcy by the Contractor or by Contractor's creditors, an involuntary assignment for the benefit of creditors, or the liquidation of the Contractor,
- c) Any failure by the Contractor to perform or comply with any other material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Contractor demanding that such failure be cured or, if cure cannot be effected in thirty (30) days, the Contractor fails to begin to cure and proceed to completion thereof as quickly as is reasonably possible.

In the event Owner terminates this Agreement for breach by Contractor, Owner may take possession of the Premises together with all materials thereon, and move to complete the Work itself expediently. If the cost to complete the Work exceeds the unpaid balance under this Agreement, Contractor shall pay the difference to Owner.

6.02 Representations, Warranties and Obligations of the Owner

The Owner acknowledges and agrees that the implementation of the maximum conservation of energy and water practical within any pertinent regulatory, operational, or physical constraints is of the essence to this Agreement. Owner agrees to respond to all audits, proposed revisions and related requests on a timely basis for the expeditious design, implementation and monitoring of conservation measures. Each of the following events or conditions shall constitute a breach by Owner and shall give the Contractor the right, without an election of remedies to proceed pursuant to Section 3.01 and terminate this Agreement by delivery of written notice declaring termination, upon which event the Owner shall be liable to the Contractor for all Work furnished to date:

- a) Any failure by the Owner, without cause, to authorize payment due more than forty-five (45) days after receipt of the invoice therefore,
- b) Any representation by Owner in the RFP/RFQ and this Agreement is false or misleading in any material respect when made,
- c) If any material or equipment is damaged by the negligence or willful misconduct of an employee, agent or invitee of Owner, Owner shall repair or replace said item within a reasonable period, or, adjust the Agreement Price to pay for repair or replacement or adjust Time for Performance and Final Completion, or both,
- d) Any failure by the Owner to perform or comply with any other material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the Owner demanding that such failure be cured or, if cure cannot be effected in thirty (30) days, the Owner fails to begin to cure and proceed to completion thereof as quickly as is reasonably possible.

SECTION 7: INSURANCE AND BOND REQUIREMENTS

Contractor shall carry the following minimum insurance coverage and name the Town as an additional insured:

7.01 Worker's Compensation Insurance

Workers Compensation Coverage A	Statutory Minimum
Employer's Liability Coverage B	\$500,000 each accident \$500,000 disease per employee \$500,000 disease policy
7.02 Comprehensive General Liability	
Bodily Injury and Property Damage	\$2,000,000 each occurrence, \$4,000,000 aggregate
Products & Completed Operations	\$2,000,000 aggregate
Personal & Advertising Injury	\$2,000,000 each occurrence

This policy shall include coverage relating to explosion, collapse, and underground property damage and contractual liability coverage. Contractor shall provide a separate "Owners and Contractor's Protective Liability" policy in the name of the Owner at the same limits listed above. The completed operations coverage shall be maintained for a period of two (2) years after Substantial Completion.

7.03 Vehicle Liability

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

Bodily Injury	\$2,000,000 each person
Property Damage	\$2,000,000 each accident
	\$4,000,000 aggregate

7.04 Professional Liability Insurance.

Contractor shall provide professional liability insurance covering errors and omissions with minimum coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

7.05 Owner as Additional Insured

The Owner shall be named as additional insured on the Contractor's Liability Policies.

7.06 Certificates of Insurance, Policies

Certificates of insurance and copies of policies, acceptable to the Owner, shall be submitted to the Owner upon the execution of this Agreement and shall be renewed upon expiration of the policies. Certificates shall indicate that the coverage required by section 7.01 through 7.05 is in effect. If the Owner is damaged by Contractor's failure to maintain such insurance, then Contractor shall be responsible for all reasonable costs or damages attributable thereto. Certificates shall note the thirty-day cancellation notice requirement of Section 7.07. All policies shall be issued by companies authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts.

7.07 Cancellation

Cancellation of any insurance required by this Agreement, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Owner at least thirty days prior to the effective date thereof.

7.08 Bonds

Contractor shall provide the Owner with 100 % payment and performance within 30 days of award of the contract. The contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the owner. Performance and payment bonds shall secure 100% of the Agreement Price for all ECMs cited. Work will not commence until the Owner receives the certified copy of the bonds.

The performance bond shall remain in effect until the Final Completion Date. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full.

7.08 Title and Risk of Loss.

Title to the materials and equipment comprising the Work shall pass to Owner in the course of construction upon the later of (i) incorporation of such materials or equipment into the Premises, or (ii) payment by Owner for the Work corresponding to such materials or equipment. Notwithstanding the foregoing, risk of loss for the Work shall pass to Owner in the course of construction upon notice to Owner of such incorporation into the Premises. Notice shall be in the form of a Certificate of Substantial Completion for that component of the Work.

Agreement Signatures

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

[Contractor]	[Owner]		
Name	Name		
Title	Title		
Date	Date		

Attachment 1 Property Description

LOCATION	TYPE	GENERAL PURPOSE	OCCUPA NCY	HOURS OF OPERATION	YEAR BUILT	ESTIMATED SQUARE FOOTAGE	HVAC SYSTEMS	BMS (Central, Local or Prog Tstat)	LIGHTING SYSTEMS
High School- 75 Waterhouse Road , MA 02532	School	Schools	487	7AM-3PM	1963, Addition in 1930	159,517	Central boilers, AHU, UV, baseboard radiation and cabinet units; ductless split systems, packaged and split systems	Local/ pneumatic	LED and T-12
Town Hall - 24 Perry Ave, Buzzards Bay, MA 02532	Municipal	Town Hall and Archives Building	34	8am-5pm	1914 (Main Section), 1937 (Wings) 1970 (Rear Addition), 2018 (New Lavs)	18,752	Central boiler, condensing units, AHU and hydronic baseboard radiators and cabinets, natural gas generator, UPS	EMS - Ubiquity	T-5 and LED
Sagamore Fire Sta. #3 - 51 Meetinghouse Lane, Sagamore, MA	Municipal	Fire	7	24 hrs/7 days	2006	16,320	Central boilers, condensing units feeding VAVs, cabinets and radiant flooring, electric unit heaters, natural gas generator	BMS/Local	LED
Jonathon Bourne Public Library - 19 Sandwich Road, MA 02532	Municipal	Library	8	9am-5pm Tues Wed Thur 9am-8pm	1896, renovated in 1956 and in 2000	17,880	Central boiler, chiller, fan coil and terminal units	EMS - Ubiquity	T-5, LED and CFL
Intermediate School -70 Trowbridge Road, MA 02532	School	Schools	467	8AM-4PM	2019	72,680	Central boiler, chillers, AHU, VAV, fan coil, hydronic baseboard radiators and cabinets, packaged units, ductless split systems, make-up air units, diesel generator	Full BMS - Niragra	T-8, LED and CFL
Middle School - 77 Waterhouse Road , MA 02532	School	Schools	516	7:30-330	2000	156,574	Central boilers, chiller, AHU, VAV and cabinet units, ductless split systems and gas unit heaters, natural gas generator	Full BMS - Niragra	LED
Bournedale Elementary School - 41 Ernest Valeri Road, , MA 02532	School	Schools	499	8AM-4PM	2007	68,348	Central boilers, chillers, fan coil units, hydronic baseboard radiators and cabinets, diesel generator	Full BMS - ABS	T-8, LED and CFL
Veterans Community Bldg - 239 Main Street Buzzards Bay, MA 02532	Municipal	Recreation	14 Staff	830am - 5pm	2003	27,958	Packaged units, split systems, boilers, ductless split systems and make- up air units. Natural gas generator	n/a	T-8 and LED
DPW Building - 35 Ernest Valeri Road Buzzards Bay, MA 02532	Municipal	DPW	10	7am-4pm	2015	41,280	Central boilers, hydronic baseboard radiation and unit cabinets.	EMS - Ubiquity	T-5 and LED

Fire Hq -130 Main Street, Buzzards Bay, MA 02532	Municipal	Fire	3	24 hrs/7 days	1933, renovated in 2000	7,818	Central boiler with hydronic baseboard radiation and cabinets; gas unit heaters and split systems; natural gas generator	Local	T-5 and LED
Sahaal Admin	Sabaal	Sabaala	7	7 A.M. 4DM	1020	2 925	Control boilor	Local	T & I ED and CEI
Central Office - 36 Sandwich Road MA 02532	501001	5010018	7	/ 1111-41 101	1920	5,035	hydronic baseboard radiators; window A/C units	Local	1-6, LED and CTE
Maint-1 Storage Garage - 70 Trowbridge Rd, , MA 02532	School	Schools	0	7-3:30	1970	1,248	Oil fired furnace	Local	T-8
Maint-2 - Maintenance Garage - 70 Trowbridge Rd, , MA 02532	School	Schools	4	7-3:30	2005	2,000	None	Local	T-8, halogen, incandescent
Archives Building - 30 Keene Street, , MA 02532	Municipal	Town Hall and Archives Building	2	Mon. Tues. 9am-3pm	1896	3,432	Hydronic gas boilers with radiators and cabinets; ductless split systems.	Local	LED
4 Wright Lane, Taylor's Point Marina H&L - 1 Academy Drive, Buzzards Bay, MA 02532	Municipal	Dept Natural Resources/M arina	1	7am-6pm	1990, renovated in 2011	2,024	Central gas boilers and gas unit heaters	n/a	T-5, LED, CFL, halogen, incandescent
ISWM Recycling Bailer Building - 201 MacArthur Boulevard, , MA 02532	Municipal	Integrated Solid Waste Management	1	7am - 330pm	2006	10,000	Emergency Electric	n/a	T-5 and LED
ISWM garage - 201 MacArthur Boulevard, , MA 02532	Municipal	Integrated Solid Waste Management	2	7am - 330pm	1968	13,000	Waste oil heater, unit heater, gas generator	Local	T-5, LED and CFL
130 R Main Street Pump Station - 130 Main Street, Buzzards Bay, MA 02532	Municipal	Sewer	n/a	7am - 330pm	1992	1,200	Gas unit heaters	Local	T-5, LED and CFL
Head-of-the- Bay Rd. Pump - 749 Head of the Bay Road, Buzzards Bay, MA 02532	Municipal	Sewer	n/a	7am - 330pm	1993	216	None, propane generator	Local	LED

Attachment 2 Payment Schedule, Application and Certification

Customer will make payments to Trane on a Work Completed and Materials Purchased progress basis in accordance with the Agreement, pursuant to the Schedule of Values for each location and ECM as set forth herein and utilizing the form of Application and Certification for Payment set forth herein.

APPLICATION AND CERTIFICAT	ION FOR PAYMI	AIA DOCUMENT G702 PAGE ONE OF 1 PAGES 3		
TO OWNER:	PROJECT:	Town of Bourne	APPLICATION NO: Distribution to: APPLICATION DATE: x OWNER PERIOD TO: ARCHITECT CONTRACT NO: signed contract CONTRACTOR	
FROM CONTRACTOR Trane 181 Ballardvale St Wilmington, MA 01887	VIA ARCHITECT:		CONTRACT DATE: PROJECT NOS: A	
CONTRACT FOR: Town of Bourne				
CONTRACTOR'S APPLICATION Application is made for payment, as shown below, in conne Continuation Sheet, AIA Document G703, is attached.	FOR PAYMENT tection with the Contract.		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
ORIGINAL CONTRACT SUM ORIGINAL CONTRACT SUM Venture of the second	s s s	0.00 0.00 0.00 520,073.00	CONTRACTOR: By: Date:	
5. RETAINAGE: a. 0 % of Completed Work (Column D + E on G703) b. 0 % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or	\$ 0.00 \$ 0.00		State of: County of: Subscribed and sworn to before me this day of Notary Public: My Commission expires:	
Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	s s s s	0.00 520,073.00 520,073.00 (520,073.00)	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED	
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner	ADDITIONS	DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT:	
Total approved this Month			By: Date:	
TOTALS NET CHANGES by Change Order	\$0.00	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	

AIA DOCUMENT G702 - APPLICATION AND CERTFICATION FOR PAYMENT - 1992 EDITION - AIA - 61992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE, N.W., WASHINGTON, DC 20066-5292 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

Town of Bourne for approval

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 0 APPLICATION DATE: 00/00/0000 PERIOD TO: 00/00/0000 ARCHITECT'S PROJECT NO:

Α	B	С	D	E	F	G		н	I
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CON	IPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			(D + E)		(NOT IN	TO DATE		(0.0)	KATE)
			(//		D OR E)	(D+E+F)			
1	Engineering	\$71,500.00		\$71,500.00		\$71,500.00	100.00%		\$0.00
2	Mobilization	\$448,573.00		\$448,573.00		\$448,573.00	100.00%		\$0.00
-									+
3	Bourne High School								\$0.00
4	Lighting retrofits	\$22,633,00						\$22,633,00	\$0.00
	Duilding envelope	\$61,635,00						\$61,635,00	\$0.00
2	DAS and UVAC unrende	\$1,025.00						\$01,025.00	\$0.00
-	Insulate piece tente	\$1,234,430.00						\$1,234,430.00	\$0.00
	insulate pipes /tanks	\$18,949.00						\$18,949.00	\$0.00
8	Kitchen hood controls	\$17,267.00						\$17,267.00	\$0.00
9	Transformers	\$94,510.00						\$94,510.00	\$0.00
10	Roof	\$482,372.00						\$482,372.00	\$0.00
l									
11	Bourne Elementary School								
12	Lighting retrofits	\$284,903.00						\$284,903.00	\$0.00
13	Building envelope	\$30,217.00						\$30,217.00	\$0.00
14	BAS and HVAC upgrade	\$269,015.00						\$269,015.00	\$0.00
15	Insulate pipes/tanks	\$4,843.00						\$4,843.00	\$0.00
16	Kitchen hood controls	\$15,828.00						\$15,828.00	\$0.00
17	Bourne Intermediate								
18	BAS and HVAC upgrade	\$20,261.00						\$20,261.00	\$0.00
19	Bourne Middle								
20	Lighting retrofits	\$18,618.00						\$18,618.00	\$0.00
21	Building envelope	\$73,904.00						\$73,904.00	\$0.00
22	BAS and HVAC upgrade	\$408,620.00						\$408,620.00	\$0.00
23	Insulate pipes/tanks	\$6,807.00						\$6,807.00	\$0.00
24	Kitchen hood controls	\$15,828,00						\$15,828,00	\$0.00
25	Transformers	\$212,958,00						\$212,958,00	\$0.00
		\$212,720.00						 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
26	School District Office								
27	Lighting retrofits	\$6 475 00						\$6 475 00	\$0.00
28	Building anyalona	\$4,317,00						\$4,317.00	\$0.00
20	Insulation pipes/tanks	\$12,518,00						\$12 518 00	\$0.00
29	insulation pipes tanks	312,518.00						\$12,518.00	30.00
30	Maintenance garage								
21	Lighting retrofits	\$2.646.00						\$2.646.00	\$0.00
31	Lagarang retronts	\$2,040.00						\$2,040.00	30.00
22	Maintenance building								
32	Lighting retrofits	\$4 213 00						\$4 213 00	\$0.00
33	Lagarang retronts	\$4,215.00						\$4,215.00	30.00
1	1							1	
34	Sagamore fire department								
35	Lighting retrofits	\$29,066.00						\$29,066.00	\$0.00
36	Building envelope	\$10,144.00						\$10,144.00	\$0.00
37	BAS and HVAC upgrade	\$166,008.00						\$166,008.00	\$0.00
38	DX Units	\$25,000.00						\$25,000.00	\$0.00
39	Condensing units	\$79,404.00						\$79,404.00	\$0.00
40	Bourne Town Hall								
41	Lighting retrofits	\$8,202.00						\$8,202.00	\$0.00
42	Building envelope	\$2,692,00						\$2,692,00	\$0.00
		21,072,00						2,0,2,00	\$0.00
1	I	I	I	I	l	I	I	I	30.00

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 0 APPLICATION DATE: 00/00/0000 PERIOD TO: 00/00/0000

ARCHITECT'S PROJECT NO:

A	В	С	D	Е	F	G		н	I
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CON	IPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	APPLICATION	THIS PERIOD	STORED	AND STORED	(G + C)	(C - G)	(IF VARIABLE RATE)
			(D + E)		(NOT IN	TO DATE		(0 0)	,
					D OR E)	(D+E+F)			
43	Dept. of Natural Resources								
44	Lighting retrofit	\$2,662.00						\$2,662.00	\$0.00
45	Veterans Community Center								
46	Building envelope	\$11,669.00						\$11,669.00	\$0.00
47	BAS and HVAC upgrade	\$325,804.00						\$325,804.00	\$0.00
48	Insulation pipes/tanks	\$5,714.00						\$5,714.00	\$0.00
49	Boilers	\$174,721.00						\$174,721.00	\$0.00
50	HV Uunits	\$118,268.00						\$118,268.00	\$0.00
51	Chiller	\$91,321.00						\$91,321.00	\$0.00
52	DX Unit	\$77,068.00						\$77,068.00	\$0.00
53	Condensing unit	\$71,052.00						\$71,052.00	\$0.00
54	DPW Building								
55	Building envelope	\$5,108.00						\$5,108.00	\$0.00
56	Insulation pipes/tank	\$9,641.00						\$9,641.00	\$0.00
57	ISWM Garage								
58	Lighting retrofit	\$4,985.00						\$4,985.00	\$0.00
59	Jonathan Bourne Library								
60	Building envelope	\$5,180.00						\$5,180.00	\$0.00
61	Insulation tank/pipes	\$7,726.00						\$7,726.00	\$0.00
62	Fire station #1								
63	Lighting retrofit	\$600.00						\$600.00	\$0.00
64	Building envelope	\$4,030.00						\$4,030.00	\$0.00
65	BAS and HVAC upgrade	\$64,114.00						\$64,114.00	\$0.00
66	Boilers	\$45,075.00						\$45,075.00	\$0.00
67	Head of the Bay Pump								
68	Lighting retrofits	\$286.00						\$286.00	\$0.00
69	Taylor's Point Marina								
70	Lighting retrofit	\$567.00						\$567.00	\$0.00
71	Archives Building								
72	Lighting retrofit	\$1,269.00						\$1,269.00	\$0.00
73	Insulation pipes/tank	\$9,505.00						\$9,505.00	\$0.00
				0.500 0.000 0.00					00.00
	GRAND IUTALS	\$5,200,737.00	\$0.00	\$520,073.00	\$0.00	\$520,073.00	10%	\$4,080,004.00	\$0.00

New Map No	Building Name	Building Area (sf)	Electricity Usage (kWH)	Electric Demand (kW)	Nat Gas Usage (Therms)	Water & Sewer Usage (kGal)
1	Bourne HS	159,517	741,411	2,281	102,648	412
2	Bournedale ES	68,348	721,680	1,934	30,620	474
3	Bourne Intermediate	72,680	334,800	1,428	11,746	502
4	Bourne MS	156,574	873,734	2,528	62,393	1,219
5	School District Offices	3,835	15,748	69	1,616	38
6	Maintenance Garage	1,248	8,910	0	0	29
7	Maintenance Building	2,000	14,280	0	0	0
8	Sagamore Fire Sta. #3	16,320	148,720	389	11,450	22
9	Bourne Town Hall	18,752	149,360	430	6,675	80
10	Dept. of Natural Resources	2,024	100,596	311	0	0
11	Veterans Community Bldg	27,958	251,259	499	32,084	40
12	DPW Building	41,280	237,760	595	16,165	266
13	Bourne Police Station	29,800	96,767	227	4,098	392
14	Historic School House	875	719	0	0	0
15	ISWM Garage	13,000	55,884	224	0	507
16	ISWM Recycling Shed	10,000	232,080	604	0	0
17	ISWM Transfer Station	10,400	25,102	66	0	0
18	ISWM Pump	170	31,172	120	0	0
19	ISWM Scale	144	29,609	112	0	0
20	ISWM Exterior	1	1,856	0	0	0
21	Jonathon Bourne Public Library	17,880	78,400	290	6,387	31
22	Fire Station #1	7,818	30,403	135	4,967	34
23	Head of the bay pump	216	7,269	0	0	0
24	Taylor's Point Marina H&L	3,596	1,837	0	966	0
25	Archives Building	3,432	22,929	0	2,714	47
26	Monument Beach Marina	2,792	33,698	80	932	88
27	Jackson Field	500	11,176	195	0	0
28	Sandwich Road Keith Field	500	3,951	130	0	0
29	Clarke Road Football	500	919	0	0	0
30	Pocasset Fire Sta #4	3,596	15,221	78	1,719	39
31	WWTP - Middle School	4,500	147,930	541	36,711	0
	130 R Main Street Pump					
32	Station	1,200	36,372	172	372	0
33	Street and Traffic Lights	1	127,302	0	0	0
	Campus	681,479	4,588,854	13,437	334,263	4,220

Attachment 3 Baseline Energy Consumption and Projection

The following is 2019 baseline utility consumption for all buildings:

New Map No	Building Name	Building Area (sf)	Electric Cost (\$)	Natural Gas Cost (\$)	Water & Sewer Cost (\$)	Total Utility Cost (\$)	Utility Cost per Sqft	EUI
1	Bourne HS	159,517	\$121,011	\$117,144	\$1,133	\$239,288	\$1.50	80.2
2	Bournedale ES	68,348	\$111,261	\$34,985	\$3,209	\$149,455	\$2.19	80.8
3	Bourne Intermediate	72,680	\$51,663	\$18,663	\$1,381	\$71,706	\$0.99	31.9
4	Bourne MS	156,574	\$113,258	\$70,872	\$3,352	\$187,483	\$1.20	58.9
5	School District Offices	3,835	\$2,857	\$2,124	\$105	\$5 <i>,</i> 086	\$1.33	56.1
6	Maintenance Garage	1,248	\$1,662	\$0	\$80	\$1,742	\$1.40	24.4
7	Maintenance Building	2,000	\$2,664	\$0	\$0	\$2,664	\$1.33	24.4
8	Sagamore Fire Sta. #3	16,320	\$22,740	\$14,094	\$28	\$36,861	\$2.26	101.3
9	Bourne Town Hall	18,752	\$22,909	\$8,269	\$379	\$31,556	\$1.68	62.8
10	Dept. of Natural Resources	2,024	\$15,920	\$0	\$0	\$15,920	\$7.87	169.6
11	Veterans Community Bldg	27,958	\$38,115	\$36,602	\$145	\$74,862	\$2.68	145.4
12	DPW Building	41,280	\$39,640	\$19,847	\$1,669	\$61,156	\$1.48	58.8
13	Bourne Police Station	29,800	\$14,800	\$5,125	\$2,557	\$22,483	\$0.75	24.8
14	Historic School House	875	\$131	\$0	\$0	\$131	\$0.15	2.8
15	ISWM Garage	13,000	\$9,814	\$0	\$1,394	\$11,208	\$0.86	14.7
16	ISWM Recycling Shed	10,000	\$38,444	\$0	\$0	\$38,444	\$3.84	79.2
17	ISWM Transfer Station	10,400	\$4,636	\$0	\$0	\$4,636	\$0.45	8.2
18	ISWM Pump	170	\$5,450	\$0	\$0	\$5 <i>,</i> 450	\$32.06	625.6
19	ISWM Scale	144	\$8,252	\$0	\$0	\$8,252	\$57.30	701.6
20	ISWM Exterior	1	\$425	\$0	\$0	\$425	\$424.87	6332.7
21	Jonathon Bourne Public Library	17,880	\$13,009	\$11,235	\$85	\$24,329	\$1.36	50.7
22	Fire Station #1	7,818	\$5,159	\$6,206	\$115	\$11,480	\$1.47	76.8
23	Head of the bay pump	216	\$1,321	\$0	\$0	\$1,321	\$6.11	114.8
24	Taylor's Point Marina H&L	3,596	\$290	\$1,331	\$0	\$1,621	\$0.45	28.6
25	Archives Building	3,432	\$4,279	\$3,413	\$129	\$7,820	\$2.28	101.9
26	Monument Beach Marina	2,792	\$6,099	\$1,295	\$242	\$7,637	\$2.74	74.6
27	Jackson Field	500	\$1,633	\$0	\$0	\$1,633	\$3.27	76.3
28	Sandwich Road Keith Field	500	\$1,203	\$0	\$0	\$1,203	\$2.41	27.0
29	Clarke Road Football	500	\$148	\$0	\$0	\$148	\$0.30	6.3
30	Pocasset Fire Sta #4	3,596	\$2,771	\$2,252	\$107	\$5,131	\$1.43	62.2
31	WWTP - Middle School	4,500	\$24,224	\$41,877	\$0	\$66,102	\$14.69	928.0
32	130 R Main Street Pump Station	1,200	\$6,118	\$529	\$0	\$6,647	\$5.54	134.4
33	Street and Traffic Lights	1	\$17,879	\$0	\$0	\$17,879	\$17,878.83	434354.4
	Total	681,479	\$709,785	\$395,864	\$16,109	\$1,121,758	\$1.65	72.0

Attachment 4 Scope of Work

High School

ECM: New Unit Ventilators: (Qty: 65 Vertical and 5 Horizontal Ceiling Mounted)

- Disconnect the electrical connection for unit ventilators.
- Cut and cap pneumatic control pipe.
- Disconnect the piping connection to the unit ventilators.
- Demolish the unit ventilators from the space.
- Install new unit ventilators furnished by Trane.
- Install new shutoff valve and Nexus for HW piping.
- Furnish and install necessary piping work to connect new unit to existing piping.
- Install the sheet metal back plate for outside air intake.
- Refinish the surrounding area by proving sheet metal enclosure if needed.
- Provide electrical connection to new unit.
- Startup of the new unit.

ECM: New Controls

Town Wide Server Scope

- New Tracer Ensemble platform including the following:
 - Web-based enterprise management system
 - A solution for Trane and non-Trane systems
 - Remote support and access
 - o Intuitive graphics and dashboards for data collection and analysis
 - Enhanced productivity and energy management tools
 - Single platform for accessing all Trane Controls sites in Town and School buildings
- Web-based building controls system including
 - Open Protocol Communication (BACnet, LonTalk, and/or MODBUS)
 - Scalable Sizing for system expansion
 - Internet accessible for remote connection and communication
 - Custom Programming Language, report, and Log Capability
 - Wireless Infrastructure & Capability
 - Licensing to integrate to Town wide Tracer Ensemble System
 - Controls for primary boiler plant including the following work:
 - Field mounted BACnet controller
 - BACnet connection for (2) new boilers
 - Start/Stop/Status for (2) pumps
 - Start/Stop/Status/Speed for (3) pumps
 - Installation of (3) new VFDs on secondary pumps
 - o Global combo Outside Air Temperature & Humidity sensor
 - Loop supply and return temperature
 - Loop Differential Pressure
 - Start/Stop/Status for (3) domestic hot water heaters
- Controls for secondary boiler plant including the following work:
 - Field mounted BACnet controller

- o Start/Stop/Status for (2) boilers
- o Start/Stop/Status/Speed for (2) pumps
- Installation of (2) new VFDs on secondary pumps
- o Loop supply and return temperature
- Loop Differential Pressure
- Controls for boiler room combustion air unit including the following work:
 - o Field mounted BACnet controller
 - o Fan Start/Stop/Status
 - Gas heat command
 - Discharge Air Temperature
 - o Outside & Return Air damper command/position
 - Space temperature sensor
- Controls for (13) loop pumping systems including the following work:
 - Field mounted BACnet controller
 - Start/Stop/Status for (2) pumps
 - Valve command/position for (2) pumps
 - Loop supply temperature for (2) circuits
 - Controls for (70) Unit Ventilators including the following work:
 - o Factory mounted BACnet controller
 - Fan Start/Stop/Status/Speed
 - Hot water valve command/position
 - Outside and return air damper command/position
 - Space temperature sensor
- Start/stop/status for (40) exhaust fans
- Controls for (6) New Heat and Vent Units including the following work:
 - Factory supplied BACnet controller
 - Supply fan start/stop/status/speed
 - Outside and discharge air temperature sensor
 - Hot Water and Chilled Water valve command/position
 - Space temperature sensor
- Controls for (6) new RTUs including the following work:
 - Connection to factory supplied BACnet card
 - Space temperature sensor
- Controls for (3) new hot water coils including the following work:
 - o Field mounted BACnet controller
 - Valve command/position
 - Discharge Air Temperature
- Valve command for (70) fin tube zones

ECM: Building Envelope Improvement

Provide material and labor to complete the following building envelope work per the table below.

Task #	Task	High School
1	Buck Frame Air Sealing (LF)	24
2	Door Weather Striping - Doubles (Units)	12
3	Door Weather Stripping - Singles (Units)	25
4	Overhang Air Sealing (LF)	31
7	Roll-Up Door Weather Stripping (Units)	3
8	Roof-Wall Intersection Air Sealing (LF)	1,030

ECM: Mechanical Insulation

Provide material and labor to install necessary insulation per below table.

Task #	Task	High School
4	Butterfly Valve Insulation (Units)	8
5	Check Valve Insulation (Units)	2
6	Control Valve Insulation (Units)	1
7	End Cap Insulation (Units)	2
8	Flange Insulation (Units)	19
11	Gate Valve Insulation (Units)	1
12	Pipe Fitting Insulation (Units)	27
16	Straight Pipe Insulation (LF)	65
18	Suction Diffuser Insulation (Units)	2
19	Tank Insulation (Units)	1

ECM: Kitchen Walks-in Cooler and Freezer Controls:

• Furnish and install following components and necessary wiring to control cooler / internal temperature, evaporator fan cycling, and defrost cycling for one (1) walk-in refrigerator and one (1) walk in freezer.

Qty	Component		
2	Controls for Cooler/freezer		
1	Freezer door heater control		
	option		
6	ECM Evaporator Fan Motor		
	Replacement for 1/20HP		

• Start up and commissioning of the system.

ECM: Transformer Replacement

Three (3) step-down transformers at the High school were found to be good candidates for replacement:

Duilding	Building Transformer Summary				
Dunung	kVA	Total Quantity	Replacement Quantity		
High School	150 300	2 1	2 1		

The new transformers will be Powersmiths E-Saver-80RCustom Transformers (or approved equal) designed and manufactured to match the footprint and terminal configuration of the existing transformers. These new transformers will beat the U.S. D.O.E. Candidate Level 3 Efficiency Criteria, ensuring lower operating losses for the life of the equipment.

The scope for this measure includes the following:

- Electrically disconnect and remove the three (3) existing transformers noted above.
 - Power measurement and efficiency testing has already been performed on these units
- Furnish and install the three (3) Powersmiths E-Saver Transformers (or approved equal) noted above
- Installation to meet all applicable local and national electrical safety codes
- Power and efficiency measurements will be performed (per Attachment 6 requirements) in order to verify the savings for this measure

ECM: New Roof

• Furnish all labor, materials and equipment required for the related roofing and sheet metal work for roof sections 4, 5 and 9 with Sarnafil PVC membrane roofing systems.



- The new membrane will be Sarnafil PVC textured membrane.
- Additional or New wood blocking or plywood to match height of new insulation. All blocking to be secured to deck.
- Install walk pads at roof hatches, ladders and egresses, and HVAC Units minimum 30" wide.
- Remove entire roofing system down to deck, including edge metal and flashings.
- Install 10 Mil poly Vapor barrier.
- Roofs 4,5 Install 5.2" ISO insulation loose laid in two layers and crickets between drains.
- Roofs 4,5 Install ¹/₂" HD ISO mechanically attached.
- Each roof area to have one spill-out overflow scupper as shown on plans
- Roof 9 install 2" ISO base layer.
- Roof 9 Install ¹/₄" tapered insulation to gutter as shown on plans.
- Roof 9 New Wind Resistant .040 Gutter and downspout as shown on plans.
- Roofs 4,5,9 Install .060 adhered textured membrane.
- New Edge flashings; Edge grip Terminedge color and dimensions to match height of existing metal plus new insulation and blocking.
- Upon successful completion of work the following warranties will be obtained: Sika Corporation. Warranty- 20 Year Roofing Applicator Warranty- 5 year

ECM: Lighting Retrofit

The following table outlines the lighting scope for the High School:

		E=Existing P=Proposed			Fixture Qty		
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
2	Interior	High Stairway	Stairs By 20A	23W CFL Screw in Display Case Can	9W BR30 E26 120V Dimmable, Enclosed	2	2
2	Interior	High Stairway	Stair By 23C	(2) 23W CFL Screw- in Surface Drum	11" LED Ceiling Mount Drum	1	1
2	Interior	High Stairway	Stair By 23C	4' 2-Lamp 34W T12 Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	High Storage	Fine Arts Electrical	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
1	Interior	High Storage	Storage By Auditorium	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	5	5
1	Interior	High Storage	Stage Storage	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	High Storage	Stage Storage (02)	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	High Auditorium	Auditorium Catwalk	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	6	6
1	Interior	High Gym	Gym	LED 4-Lamp 25W Hanger Chain Highbay	24,000 Lumen High Bay with Adaptable Controls with Wire Guard for Gyms	21	21
1	Interior	High Storage	Storage By Cafeteria	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	5	5
1	Interior	High Restroom	Conference Restroom	18" 2-Lamp 15W Wall Mount Vanity	TWO 18 inch Direct Wired T8 Tube	6	6
1	Interior	High Open Office	Nurses Office	2' 2-Lamp 20W T12 Wall Mount Vanity	Relamp to TWO Type-C 2' LED tubes, new LED Driver	1	1
1	Interior	High Boiler Room	Boiler Room	23W CFL Screw in Keyless	11W A19 E26 120V Dimmable, Enclosed	8	8
1	Interior	High Boiler Room	Boiler Room	4' 2-Lamp 34W T12 Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
1	Interior	High Private Office	Custodial Office	2' 2-Lamp 20W T12 Wall Mount Vanity	Relamp to TWO Type-C 2' LED tubes, new LED Driver	1	1
1	Interior	High Storage	LL Custodial	(3) 13W CFL PinBase Square Surface Fixture	THREE 5.5W LED Plug in 2-pin G22/GX23 Ballast By- pass	1	1

E=Existing P=Proposed				Fixture Qty			
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
Е	Exterior	Exterior	Wallpack By D1	250W MH Open Face Wallpack	10,000 Lumen Open Face Wallpack w/photocell	1	1
Middle School

ECM: New Controls

- Web-based building controls system including
 - Open Protocol Communication (BACnet, LonTalk, and/or MODBUS)
 - Scalable Sizing for system expansion
 - Internet accessible for remote connection and communication
 - Custom Programming Language, report, and Log Capability
 - Wireless Infrastructure & Capability
 - Licensing to integrate to Town wide Tracer Ensemble System
 - Controls for (10) Air Handling Units including the following work:
 - o Remove existing Honeywell controller and safe off communication loop and points
 - Install new Trane BACnet controller reconnect points
 - Programming to integrate units into Tracer BAS
- Controls for (106) VAV Boxes including the following work:
 - Remove existing Johnson N2 controller and safe off points
 - Install Trane BACnet controller reconnect points
 - Replace existing space temperature sensor with Trane space temperature sensor
- Provide air and water balancing for up to ten terminal devices. Town of Bourne maintenance department to direct Trane as to the terminal units experiencing issues maintaining proper space temperatures subsequent to the controls upgrade.

ECM: Building Envelope Improvement

Provide material and labor to complete following building envelope work per table below.

Task #	Task	Middle School
1	Buck Frame Air Sealing (LF)	664
2	Door Weather Striping - Doubles (Units)	17
3	Door Weather Stripping - Singles (Units)	4
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull- Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	2
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	1,803
10	Wall Air Sealing (Units)	

ECM: Mechanical Insulation

Task #	Task	Middle School
1	Air Scoop Insulation (Units)	
2	Ball Valve Insulation (Units)	
3	Bonnet Insulation (Units)	6
4	Butterfly Valve Insulation (Units)	
5	Check Valve Insulation (Units)	3
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	3
8	Flange Insulation (Units)	6
9	Flex Fitting Insulation (UT)	
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	3
12	Pipe Fitting Insulation (Units)	
13	Pipe Reducer Insulation (Units)	
14	Pump Insulation (Units)	3
15	Steam Trap Insulation (Units)	
16	Straight Pipe Insulation (LF)	
17	Strainer Insulation (Units)	
18	Suction Diffuser Insulation (Units)	
19	Tank Insulation (Units)	
20	Triple Duty Valve Insulation (Units)	

Provide material and labor to install necessary insulation per below table.

ECM: Kitchen Walk-in Cooler and Freezer Controls:

• Furnish and install following components and necessary wiring to control cooler / internal temperature, evaporator fan cycling, and defrost cycling for one (1) walk-in refrigerator and one (1) walk in freezer.

Qty	Component
2	Controls for Cooler/freezer
1	Freezer door heater control option
5	ECM Evaporator Fan Motor Replacement for 1/20HP

• Start up and commissioning of the system.

ECM: Transformer Replacement

Eighteen (18) step-down transformers at the Middle School were found to be good candidates for replacement:

Building	Building Transformer Summary				
Dunung	kVA	Total Quantity	Replacement Quantity		
Bourne Middle School	15 30 75	1 15 2	1 15 2		

The new transformers will be Powersmiths E-Saver-80R Transformers (or approved equal) designed and manufactured to match the footprint and terminal configuration of the existing transformers. These new transformers will beat the U.S. D.O.E. Candidate Level 3 Efficiency Criteria, ensuring lower operating losses for the life of the equipment.

The scope for this measure includes the following:

•

- Electrically disconnect and remove the eighteen (18) existing transformers noted above.
- Power measurement and efficiency testing has already been performed on these units
- Furnish and install the eighteen (18) Powersmiths E-Saver Transformers (or approved equal) noted above
- Installation to meet all applicable local and national electrical safety codes
- Power and efficiency measurements will be performed (per Attachment 6 requirements) in order to verify the savings for this measure

ECM: Lighting Retrofit

The following table outlines the lighting scope for the Middle School.

					E=Existing P=Proposed	Fixtur	e Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
2	Interior	Middle Storage Sensored	Electrical By 225	4' 1-Lamp 32W Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
2	Interior	Middle Storage Sensored	Electrical In 234	4' 1-Lamp 32W Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
2	Interior	Middle Storage Sensored	Custodial Across 212 (02)	4' 1-Lamp 32W Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
2	Interior	Middle Storage Sensored	Guidance Electrical	4' 1-Lamp 32W Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
1	Interior	Middle Storage Sensored	Custodial By 107	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	1	1
1	Interior	Middle Storage	Cafeteria Storage	4' 1-Lamp 32W Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
1	Interior	Middle Storage	Electrical Storage	4' 2-Lamp 32W Ceiling Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	4	4
1	Interior	Middle Storage Sensored	Custodial Storage	4' 2-Lamp 32W Ceiling Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Middle Locker Room	Girls Locker Room	60W Inc. Recessed Can	9W A19 E26 120V Dimmable, Enclosed	6	6
1	Interior	Middle Locker Room	Girls Team Room	60W Inc. Recessed Can	9W A19 E26 120V Dimmable, Enclosed	2	2
1	Interior	Middle Private Restroom Sensored	Girls Locker Office Restroom	60W Inc. Recessed Can	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Middle Locker Room	Boys Locker Room	60W Inc. Recessed Can	9W A19 E26 120V Dimmable, Enclosed	6	6
1	Interior	Middle Private Restroom Sensored	Boys Locker Office Restroom	60W Inc. Recessed Can	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Middle Locker Room	Boys Team Room	60W Inc. Recessed Can	9W A19 E26 120V Dimmable, Enclosed	2	2
1	Interior	Middle Gym	Gym	LED 4-Lamp 25W Hanger Chain Highbay	24,000 Lumen High Bay with Adaptable Controls with Wire Guard for Gyms	30	20
1	Interior	Middle Storage	Electrical By Library	4' 1-Lamp 32W Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1

					E=Existing P=Proposed	Fixtur	e Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
1	Interior	Middle Storage	Custodial By Library	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	1	1

Bournedale Elementary School

ECM: New Controls

- Web-based building controls system including
 - Open Protocol Communication (BACnet, LonTalk, and/or MODBUS)
 - Scalable Sizing for system expansion
 - Internet accessible for remote connection and communication
 - Custom Programming Language, report, and Log Capability
 - Wireless Infrastructure & Capability
 - Licensing to integrate to Town wide Tracer Ensemble System
 - Controls for Hot Water Plant including the following work:
 - Remove existing controller and safe off communication loop and points
 - o Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
- Controls for CHW plant including the following work:
 - Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
- Controls for (6) induction unit controllers including the following work:
 - Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - Remove existing space temp sensors and replace with new Trane space sensor per induction unit
- Controls for media Hot/Chilled beam controller including the following work:
 - o Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - Remove existing space temp sensors and replace with new Trane space sensor per hot/chilled beam zone
- Controls for (3) convertor controllers including the following work:
 - Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - o Remove existing space temp sensors and replace with new Trane space sensor per convector
 - Controls for (3) displacement unit controllers including the following work:
 - o Remove existing controller and safe off communication loop and points
 - o Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - Remove existing space temp sensors and replace with new Trane space sensor per displacement unit
- Controls for (3) space temperature controllers including the following work:
 - o Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
- Controls for (2) fan coil controllers including the following work:
 - Remove existing controller and safe off communication loop and points

- o Install new Trane BACnet controller and reconnect points
- Programming to integrate new controller into Tracer BAS
- Remove existing space temp sensors and replace with new Trane space sensor
- Controls for HV-1 including the following work:
 - Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - o Remove existing space temp sensors and replace with new Trane space sensor
- Controls for ERV-1 including the following work:
 - o Remove existing controller and safe off communication loop and points
 - Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - Remove existing space temp sensors and replace with new Trane space sensor
- Controls for RTU-1 & RTU-2 including the following work:
 - Remove existing controller and safe off communication loop and points
 - o Install new Trane BACnet controller and reconnect points
 - Programming to integrate new controller into Tracer BAS
 - Remove existing space temp sensors and replace with new Trane space sensor
- Integration of RTU-3 via existing BACnet communication loop
- Replacement of existing RTU-3 space sensor with Trane space sensor

ECM: Building Envelope Improvement

Provide material and labor to complete following building envelope work per table below.

Task #	Task	Bournedale Elementary School
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	11
3	Door Weather Stripping - Singles (Units)	5
4	Overhang Air Sealing (LF)	13
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	1,409
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

ECM: Mechanical Insulation

Task #	Task	Bournedale Elementary School
1	Air Scoop Insulation (Units)	
2	Ball Valve Insulation (Units)	
3	Bonnet Insulation (Units)	
4	Butterfly Valve Insulation (Units)	4
5	Check Valve Insulation (Units)	
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	
8	Flange Insulation (Units)	8
9	Flex Fitting Insulation (UT)	4
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	
12	Pipe Fitting Insulation (Units)	2
13	Pipe Reducer Insulation (Units)	
14	Pump Insulation (Units)	
15	Steam Trap Insulation (Units)	
16	Straight Pipe Insulation (LF)	6
17	Strainer Insulation (Units)	
18	Suction Diffuser Insulation (Units)	2
19	Tank Insulation (Units)	
20	Triple Duty Valve Insulation (Units)	2

Provide material and labor to install necessary insulation per the table below.

ECM: Kitchen Walks-in Cooler and Freezer Controls:

• Furnish and install following components and necessary wiring to control cooler / internal temperature, evaporator fan cycling, and defrost cycling for one (1) walk-in refrigerator and one (1) walk in freezer.

Qty	Component
2	Controls for Cooler/freezer
1	Freezer door heater control option
4	ECM Evaporator Fan Motor Replacement for 1/20HP

• Start up and commissioning of the system.

ECM: Lighting Retrofit

Following table outlines the lighting scope for the Bournedale Elementary School.

					E-Existing D-Duonosad	Fix	ture
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	P
2	Interior	Elementary Stairway	Stair 1	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 1	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 1	4' 1-Lamp 28W T5 Wall Wash	Relamp ONE Type-C 4' T5HE LED tubes, new LED Driver	2	2
2	Interior	Elementary Storage	Storage By Elevator	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	2	2
2	Interior	Elementary Private Restroom Sensored	Restroom By Stair 1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
2	Interior	Elementary Private Restroom Sensored	Restroom By Stair 1 (02)	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
2	Interior	Elementary Classroom Sensored	Classroom J2	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Storage	Custodial J1	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
2	Interior	Elementary Classroom Sensored	Classroom J3	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	3	3
2	Interior	Elementary Storage	IDF Room J4	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	2	2
2	Interior	Elementary Restroom Sensored	Boys Restroom J5	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
2	Interior	Elementary Restroom Sensored	Boys Restroom J5	4' 2-Lamp 28W T5 Recessed Wall Wash	Relamp TWO 4' T5HE LED tubes, new LED Driver	8	8
2	Interior	Elementary Restroom Sensored	Girls Restroom J6	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
2	Interior	Elementary Restroom Sensored	Girls Restroom J6	4' 2-Lamp 28W T5 Recessed Wall Wash	Relamp TWO 4' T5HE LED tubes, new LED Driver	8	8
2	Interior	Elementary Classroom Sensored	Classroom J7	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Classroom Sensored	Classroom J8	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Storage	Electrical J9	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	1	1
2	Interior	Elementary Hallway	Hall J9 - J1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	7	7

						Fix	ture
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	E=Existing P=Proposed Proposed Fixture	E	P
2	Interior	Elementary Storage	H2 Storage	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
2	Interior	Elementary Private Office Sensored	Office H1	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 3	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 3	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 3	4' 1-Lamp 28W T5 Wall Wash	Relamp ONE Type-C 4' T5HE LED tubes, new LED Driver	2	2
2	Interior	Elementary Classroom Sensored	Classroom H3	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom H4	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom H5	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom H6	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Stairway	Stair 2	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 2	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
2	Interior	Elementary Stairway	Stair 2	4' 1-Lamp 28W T5 Wall Wash	Relamp ONE Type-C 4' T5HE LED tubes, new LED Driver	2	2
2	Interior	Elementary Hallway	Hall Stair 2 - 3	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
2	Interior	Elementary Hallway	Hall Stair 2 - 3	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	23	23
2	Interior	Elementary Classroom Sensored	Classroom G2	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom G4	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom G3	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom G1	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Hallway	G Wing Hall	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
2	Interior	Elementary Hallway	G Wing Hall	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	7	7
2	Interior	Elementary Break Room Sensored	Teacher Room F8	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	6	6

						Fix	ture
					E=Existing P=Proposed	Q	ty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
2	Interior	Elementary Classroom Sensored	Classroom F7	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom F6	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom F5	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Classroom Sensored	Classroom F7 (04)	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
2	Interior	Elementary Hallway	Hall Faculty - Stair 1	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
2	Interior	Elementary Hallway	Hall Faculty - Stair 1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	24	24
1	Interior	Elementary Storage	Sprinkler Room	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	4	4
1	Interior	Elementary Private Office	Custodial Office	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Kitchen	Kitchen Entrance	LED 2x4 2 TLED 13W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Storage	Can Wash	2x4 3-Lamp 32W Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	1	1
1	Interior	Elementary Kitchen	Kitchen	4' 2-Lamp 32W Fume Hood Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	4	4
1	Interior	Elementary Kitchen	Kitchen	2x2 2-Lamp 17W Recessed Troffer Prismatic	2x2 Troffer Kit w/ Adaptable Controls	19	19
1	Interior	Elementary Kitchen	Kitchen	2x4 3-Lamp 32W Recessed Troffer Prismatic Bilevel	2x4 Troffer Kit w/ Adaptable Controls	14	14
1	Interior	Elementary Storage	Kitchen Storage	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	2	2
1	Interior	Elementary Storage	Kitchen Laundry	2x4 3-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	1	1
1	Interior	Elementary Storage	Kitchen Freezer	60W Inc. A19 Jelly Jar	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Elementary Storage	Kitchen Freezer	LED 10W A19 Surface Jelly Jar	9W A19 E26 120V Dimmable, Enclosed	3	3
1	Interior	Elementary Storage	Kitchen Freezer (02)	60W Inc. A19 Jelly Jar	9W A19 E26 120V Dimmable, Enclosed	3	3
1	Interior	Elementary Storage	Kitchen Freezer (02)	LED 10W A19 Surface Jelly Jar	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Elementary Private Office	Kitchen Office	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Private Restroom Sensored	Kitchen Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Private Restroom Sensored	Kitchen Restroom	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Private	Kitchen Restroom (02)	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1

E-Evisting D-Proposed							ture
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	P
		Restroom Sensored					
1	Interior	Elementary Private Restroom Sensored	Kitchen Restroom (02)	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Cafeteria	All Purpose Room	(2) 24W Biax Wall Sconce	(2) 10W Biax PL-L Ballast By-pass 120-277V	5	5
1	Interior	Elementary Cafeteria	All Purpose Room	(3) 40W Biax Pendant Decorative Fixture	Relamp THREE 22" LED Biax Tube, new LED Driver	12	12
1	Interior	Elementary Cafeteria	All Purpose Room	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	14	14
1	Interior	Elementary Classroom	Music Classroom	32W CFL PinBase Pendant Fixture	9W PL Plug-in Hybrid 4000K	12	12
1	Interior	Elementary Classroom	Music Classroom Old Stage	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	8	8
1	Interior	Elementary Private Office Sensored	Music Office	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Storage	Storage A4	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	3	3
1	Interior	Elementary Open Office Sensored	Nurses Office	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer Dimming	2x2 Troffer Fixture w/ Adaptable Controls	10	10
1	Interior	Elementary Restroom Sensored	Nurse Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Storage	Nurse Storage	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
1	Interior	Elementary Hallway	Main Entrance Vestibule	32W CFL PinBase Recessed Can	9W PL Plug-in Hybrid 4000K	8	8
1	Interior	Elementary Hallway	Main Entrance Vestibule	100W MH Uplight	34W LED HID Ballast By- pass Screw-in	2	2
1	Interior	Elementary Hallway	Main lobby	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	5	5
1	Interior	Elementary Hallway	Main lobby	4' 1-Lamp 32W Display Case Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
1	Interior	Elementary Hallway	Main lobby	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	8	8
1	Interior	Elementary Storage	IDF Room	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
1	Interior	Elementary Storage	Custodial A7	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
1	Interior	Elementary Restroom Sensored	Girls Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Restroom Sensored	Girls Restroom	4' 2-Lamp 28W T5 Recessed Wall Wash	Relamp TWO 4' T5HE LED tubes, new LED Driver	10	10
1	Interior	Elementary Restroom Sensored	Boys Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1

Fig. Fig. D. Descent						ture	
					E=Existing P=Proposed	Q	ty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
1	Interior	Elementary Restroom Sensored	Boys Restroom	4' 2-Lamp 28W T5 Recessed Wall Wash	Relamp TWO 4' T5HE LED tubes, new LED Driver	10	10
1	Interior	Elementary Boiler Room	Boiler Room	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	4	4
1	Interior	Elementary Storage	Electrical E1	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	3	3
1	Interior	Elementary Storage	Closet In E1	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
1	Interior	Elementary Hallway	Hall Custodial - Electrical	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	8	8
1	Interior	Elementary Open Office Sensored	OT Office A11	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Hallway	Hall OT Office - Lobby	(2) 24W Biax Wall Sconce	(2) 10W Biax PL-L Ballast By-pass 120-277V	4	4
1	Interior	Elementary Hallway	Hall OT Office - Lobby	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	1	1
1	Interior	Elementary Hallway	Hall OT Office - Lobby	4' 1-Lamp 32W Display Case Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	4	4
1	Interior	Elementary Hallway	Hall OT Office - Lobby	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	7	7
1	Interior	Elementary Gym	Gym	LED 120W Corn Cob Round Highbay	24,000 Lumen High Bay with Adaptable Controls with Wire Guard for Gyms	20	12
1	Interior	Elementary Storage	Gym Storage	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	4	4
1	Interior	Elementary Hallway	Back Exit Vestibule	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
1	Interior	Elementary Hallway	Short Hall By Gym	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
1	Interior	Elementary Hallway	Short Hall By Gym	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	3	3
1	Interior	Elementary Break Room Sensored	Break Room	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Private Office Sensored	Gym Office A13	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Classroom Sensored	Classroom D1	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Classroom Sensored	Classroom D2	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Classroom Sensored	Classroom D3	4' 1-Lamp 28W T5 Indirect Strip	Relamp ONE Type-C 4' T5HE LED tubes, new LED Driver	1	1
1	Interior	Elementary Classroom Sensored	Classroom D3	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	7	7
1	Interior	Elementary Restroom Sensored	D3 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1

Fixty						ture	
					E=Existing P=Proposed	Q	ty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
1	Interior	Elementary Library	Library	(2) 24W Biax Wall Sconce	(2) 10W Biax PL-L Ballast By-pass 120-277V	4	4
1	Interior	Elementary Library	Library	(3) 24W Biax Pendant Decorative Fixture	(3) 10W Biax PL-L Ballast By-pass 120-277V	10	10
1	Interior	Elementary Library	Library	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
1	Interior	Elementary Library	Library	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	8	8
1	Interior	Elementary Library	Library	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	21	21
1	Interior	Elementary Storage	Library Storage	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Classroom	Classroom A8	2x2 2-Lamp 14W T5 Single Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Classroom A8	2x4 2-Lamp 28W T5 Single Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	12	12
1	Interior	Elementary Hallway	Hall Library - D1	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	7	7
1	Interior	Elementary Hallway	Hall Library - D1	4' 1-Lamp 32W Display Case Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
1	Interior	Elementary Hallway	Hall Library - D1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	7	7
1	Interior	Elementary Classroom Sensored	Classroom D5	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	D5 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Classroom D6	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	D6 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Social Worker Classroom D7	2x4 2-Lamp 28W T5 Single Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	8	8
1	Interior	Elementary Classroom Sensored	Classroom D8	2x4 2-Lamp 28W T5 Single Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Classroom Sensored	Classroom D9	2x4 2-Lamp 28W T5 Single Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Classroom Sensored	Classroom D10	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	D10 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Classroom D11	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11

F=Evisting P=Proposed						ture	
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	P
1	Interior	Elementary Restroom Sensored	D11 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Private Restroom Sensored	Restroom Across D11	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Private Restroom Sensored	Restroom Across D11 (02)	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Storage	Electrical D14	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Hallway	Hall D14 - D5	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
1	Interior	Elementary Hallway	Hall D14 - D5	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	14	14
1	Interior	Elementary Classroom Sensored	Classroom C6	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
1	Interior	Elementary Classroom Sensored	Classroom C5	2x4 2-Lamp 28W T5 Single Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Hallway	Hall Outside C5 & C6	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	6	6
1	Interior	Elementary Classroom Sensored	Classroom C4	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
1	Interior	Elementary Classroom Sensored	Classroom C3	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
1	Interior	Elementary Classroom	Classroom C7	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	3	3
1	Interior	Elementary Classroom Sensored	Classroom C7	4' 1-Lamp 28W T5 Indirect Strip	Relamp ONE Type-C 4' T5HE LED tubes, new LED Driver	3	3
1	Interior	Elementary Classroom Sensored	Classroom C7	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	6	6
1	Interior	Elementary Storage	C7 Storage	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	2	2
1	Interior	Elementary Storage	C7 Storage (02)	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	1	1
1	Interior	Elementary Hallway	Hall C3 - C4	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
1	Interior	Elementary Hallway	Hall C3 - C4	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	7	7
1	Interior	Elementary Storage	Storage C2	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	2	2
1	Interior	Elementary Classroom Sensored	Classroom C1	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	9	9
1	Interior	Elementary Hallway	Hall Outside C1	4' 1-Lamp 32W Display Case Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	4	4

					E-Existing D-Duoposed	Fix	ture
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	P
1	Interior	Elementary Hallway	Hall Outside	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/	8	8
1	Interior	Elementary Hallway	Exit By C1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Private Restroom	Restroom B11	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	1	1
1	Interior	Elementary Storage	B10 Storage	2x4 2-Lamp 28W T5 Recessed Troffer Prismatic	2x4 Troffer Kit w/ Adaptable Controls	2	2
1	Interior	Elementary Storage	B10 Storage	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
1	Interior	Elementary Classroom Sensored	Classroom B9	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	B9 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Classroom B8	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	B8 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Classroom B7	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	B7 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Classroom Sensored	Classroom B6	8' 2-Lamp 28W T5 Direct/Indirect Strip	8' Fixture - Relamp TWO 4' T5HE LED tubes, new LED Driver	11	11
1	Interior	Elementary Restroom Sensored	B6 Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Hallway	Hall B6 - B9	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
1	Interior	Elementary Hallway	Hall B6 - B9	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	14	14
1	Interior	Elementary Storage	Elevator Machine Room	4' 2-Lamp 54W T5 Wide Wrap Ceiling Mount	Relamp TWO 4' T5HO LED tubes, new LED Driver	1	1
1	Interior	Elementary Private Office Sensored	Office B2	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Private Office Sensored	Office B1	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Private Restroom Sensored	Restroom Across B1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
1	Interior	Elementary Hallway	Hall Library - B1	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	6	6

					E. E. tatta D. D. and I	Fix	ture
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	E=Existing P=Proposed	E	P
1	Interior	Elementary Hallway	Hall Library - B1	4' 1-Lamp 32W Display Case Strip	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
1	Interior	Elementary Hallway	Hall Library - B1	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	7	7
1	Interior	Elementary Open Office	Main Office	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	7	7
1	Interior	Elementary Private Office Sensored	Principal Office	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Private Office Sensored	Administration Office	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Elementary Conference Room	Main Office Conference Room	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer Dimming	2x2 Troffer Fixture w/ Adaptable Controls	6	6
1	Interior	Elementary Office Support	Main Office Work Room	2x4 2-Lamp 28W T5 Double Basket Recessed Troffer Dimming	2x4 Troffer Fixture w/ Adaptable Controls	4	4
1	Interior	Elementary Private Restroom Sensored	Main Office Restroom	2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	1	1
Е	Exterior	Exterior	Main Entrance	(2) 40W Biax Wall Sconce Ext.	Relamp TWO 22" LED Biax Tube, new LED Driver	2	2
Е	Exterior	Exterior	Main Entrance	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	12	12
E	Exterior	Exterior	Main Entrance	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	3	3
Е	Exterior	Exterior	Exit B1	250W MH Open Face Wallpack	5,000 Lumen Open Face Wallpack with emergency back-up to maintain required light levels at egress	1	1
Е	Exterior	Exterior	Exit B2	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Exit B3	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	6	6
Е	Exterior	Exterior	Garage Wallpack	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	2	2
Е	Exterior	Exterior	Wallpack By Gym	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Wallpack By Gym (02)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	2	2
Е	Exterior	Exterior	Gym Exit	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack with emergency back-up to maintain required light levels at egress	1	1
Е	Exterior	Exterior	Wallpack By Gym (03)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
E	Exterior	Exterior	Wallpack By Gym (04)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack with emergency back-up to maintain required light levels at egress	1	1
Е	Exterior	Exterior	Exit C1	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	2	2

E-Existing D-Proposed							ture
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	P
Е	Exterior	Exterior	Wallpack By C1	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	2	2
Е	Exterior	Exterior	Exit C2	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack with emergency back-up to maintain required light levels at egress	1	1
Е	Exterior	Exterior	Wallpack By C2	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Wallpack By C2 (02)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Wallpack By C2 (03)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Wallpack By C2 (04)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Exit C3	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
Е	Exterior	Exterior	Wallpack By C3	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack with emergency back-up to maintain required light levels at egress	1	1
Е	Exterior	Exterior	Wallpack By C3 (02)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
E	Exterior	Exterior	Wallpack Outside Classroom C3	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Exit D1	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Playground Wallpack	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Wallpack By A3	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack with emergency back-up to maintain required light levels at egress	1	1
Е	Exterior	Exterior	Exit A3	24W CFL PinBase Horizontal Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
Е	Exterior	Exterior	Front Walkway Wallpacks	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Front Walkway Wallpacks (02)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Front Walkway Wallpacks (03)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Front Walkway Wallpacks (04)	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack	1	1
Е	Exterior	Exterior	Exit A2	70W HPS Full Cutoff Wallpack	44W Full Cutoff Wall Pack with emergency back-up to maintain required light levels at egress	1	1

Intermediate School

ECM: New Controls

- Integration of existing DDC Controls System including the following work:
 - Licensing to integrate to Town-wide Tracer Ensemble System
 - Programming to integrate system into Tracer Ensemble System

School District Office:

ECM: Building Envelope Improvement

Task #	Task	School Admin Building
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	
3	Door Weather Stripping - Singles (Units)	4
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull -Down Stairs (Units)	1
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	1

Provide material and labor to complete the following building envelope work per table below.

ECM: Mechanical Insulation

Task #	Task	School Admin Building
1	Air Scoop Insulation (Units)	1
2	Ball Valve Insulation (Units)	3
3	Bonnet Insulation (Units)	
4	Butterfly Valve Insulation (Units)	
5	Check Valve Insulation (Units)	
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	
8	Flange Insulation (Units)	
9	Flex Fitting Insulation (UT)	
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	10
12	Pipe Fitting Insulation (Units)	74
13	Pipe Reducer Insulation (Units)	
14	Pump Insulation (Units)	6
15	Steam Trap Insulation (Units)	
16	Straight Pipe Insulation (LF)	103
17	Strainer Insulation (Units)	
18	Suction Diffuser Insulation (Units)	
19	Tank Insulation (Units)	
20	Triple Duty Valve Insulation (Units)	

Provide material and labor to install necessary insulation per below table.

ECM: Lighting Retrofit

					E=Existing P=Proposed	Fixtu	re Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
2	Interior	Open Office	Floor 02 Stair Area	(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1
2	Interior	Conference Room	Open Meeting Room	4' 2-Lamp 32W Ceiling Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	8	8
2	Interior	Private Office	Private Office	(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1
2	Interior	Private Office	Private Office	4' 2-Lamp 32W Ceiling Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
2	Interior	Private Office	Private Office (02)	(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1
2	Interior	Private Office	Private Office (02)	4' 4-Lamp 32W Wide Wrap Ceiling Mount	Relamp to FOUR Type-C 4' LED tubes, new LED Driver	1	1
2	Interior	Restroom - Private	Private Office (02) Restroom	60W Inc. Recessed Fan/Light Combo	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Private Office	Private Office	4' 2-Lamp 32W Ceiling Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
1	Interior	Storage	Private Office Storage	(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1
1	Interior	Private Office	Private Office (02)	4' 2-Lamp 32W Ceiling Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	6	6
1	Interior	Restroom - Private	Private Office (02) Restroom	60W Inc. Recessed Fan/Light Combo	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Private Office	Private Office (02) Storage	(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1
1	Interior	Open Office	Entry Area	(4) 23W CFL Screw-in Square Surface Fixture	11" LED Ceiling Mount Drum	1	1
1	Interior	Open Office	Basement Area	(2) 13W CFL PinBase Surface Drum	11" LED Ceiling Mount Drum	1	1
1	Interior	Open Office	Basement Area	23W CFL Screw in Keyless	11W A19 E26 120V Dimmable, Enclosed	2	2
1	Interior	Open Office	Basement Area	(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1
1	Interior	Open Office	Basement Area	4' 2-Lamp 32W Ceiling Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	6	6

					E=Existing P=Proposed	Fixtu	re Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
1	Interior	Open Office	Basement Area	4' 2-Lamp 32W Ceiling Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	6	6

Maintenance Garage

ECM: Lighting Retrofit

					E=Existing P=Proposed	Fixtur	e Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
1	Interior	Garage	Open Bay	8' 2-Lamp 110W T12 Strip	8' Reflector Kit - Relamp to FOUR Type-C 4' LED tubes, new LED Driver, Tandem	7	7
1	Interior	Garage	Open Bay	4' 2-Lamp 32W Ceiling Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Storage	Back Hall Area	1x4 2-Lamp 40W T12 Surface Box	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2

Maintenance Building

ECM: Lighting Retrofit

E=Existing P=Proposed								
Flr	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Comment	E	Р
1	Interior	Garage	Second Floor	4' 2-Lamp 34W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver		12	12
1	Interior	Garage	First Floor Bay 1	150W Inc. Keyless Fixture	24W A23 E26 LED Lamp 120-277V Dimmable		2	2
1	Interior	Garage	First Floor Bay 2	150W Inc. Keyless Fixture	24W A23 E26 LED Lamp 120-277V Dimmable		10	10

Sagamore Fire Station #3

ECM: New Condensing Unit for AHU

- Disconnect the electrical connection for existing condensing unit.
- Disconnect the refrigerant piping to condensing unit.
- Disconnect the refrigerant piping for DX coil for AHU.
- Remove the coil.
- Recover the refrigerant from the system.
- Install new Trane 30-ton Condensing unit.
- Install new coil in the AHU.
- Install the new refrigerant piping from condensing unit to AHU.
- Provide electrical connection to new unit.
- Startup of new unit.
- •

ECM: New Condensing units for Unit Ventilators – Qty (5):

- Disconnect the electrical connection for (5) existing condensing units.
- Disconnect the refrigerant piping to (5) condensing units.
- Recover the refrigerant from (5) unit ventilator systems.
- Install (5) new Trane 5-ton condensing units.
- Provide electrical connection to (5) new units.

ECM: New Controls

- Web-based building controls system including
 - Open Protocol Communication (BACnet, LonTalk, and/or MODBUS)
 - Scalable Sizing for system expansion
 - Internet accessible for remote connection and communication
 - Custom Programming Language, report, and Log Capability
 - Wireless Infrastructure & Capability
 - Licensing to integrate to Town wide Tracer Ensemble System
- Controls for Hot Water Plant including the following work:
 - Field mounted BACnet controller
 - Start/Stop/Status for (1) boiler
 - Start/Stop/Status for (4) pump
 - Loop supply and return temperature
 - Global Outside Air Temperature sensor
 - Start/Stop/Status for (1) domestic Hot Water boiler
 - Domestic Hot Water loop supply temperature
- Controls for (2) AHUs including the following work:
 - Field mounted BACnet controller
 - Supply and return fan Start/Stop/Status/Speed
 - Status/Stop/Status for DX cooling
 - Interlock wiring between indoor and outdoor unit
 - Condensate overflow switch
 - Hot Water coil command/position
 - o Discharge Air, mixed air, and coil leaving temperature sensors

- Duct static pressure sensor
- Outside & Return Air Damper command/position
- Return Air CO2 sensor
- Controls for (10) VAVs including the following work:
 - Field mounted BACnet controller
 - Damper command/position
 - Hot water valve command/position
 - Discharge Air Temperature sensor
 - Space temperature sensor
- BACnet communicating thermostat for (7) Split Systems
- Controls for (5) Unit Ventilators including the following work:
 - Field mounted BACnet controller
 - Fan Start/Stop/Status
 - o Hot Water Valve command/position
 - o Outside & Return Air damper command/position
 - Space temperature sensor
- Push button to activate snow melt system

ECM: Building Envelope Improvement

Provide material and labor to complete the following building envelope work per table below.

Task #	Task	Fire Station 3
1	Buck Frame Air Sealing (LF)	56
2	Door Weather Striping - Doubles (Units)	
3	Door Weather Stripping - Singles (Units)	4
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	5
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	176
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

	U		0 0 10	Ĩ	E=Existing P=Proposed	Fixt	ure Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
3	Interior	Storage	Elevator Machine Room	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
3	Interior	Restroom - Public Sensored	Womens Restroom	24W CFL PinBase Vertical Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
3	Interior	Restroom - Public Sensored	Mens Restroom	24W CFL PinBase Vertical Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
3	Interior	Private Office	Private Room 2	2' 2-Lamp 17W Vanity	Relamp to TWO Type-C 2' LED tubes, new LED Driver	1	1
3	Interior	Private Office	Private Room 2	13W CFL PinBase 12" Surface Drum	11" LED Ceiling Mount Drum	1	1
3	Interior	Private Office	Private Room 1	2' 2-Lamp 17W Vanity	Relamp to TWO Type-C 2' LED tubes, new LED Driver	1	1
3	Interior	Private Office	Private Room 1	13W CFL PinBase 12" Surface Drum	11" LED Ceiling Mount Drum	1	1
3	Interior	Storage	Storage Across Private Room 3	2x2 2ULamp 32W Recessed Troffer Hard Ceiling	Relamp TWO Type-C U- Tube LED, new LED Driver	2	2
3	Interior	Break Room	Break Room	(2) 24W CFL PinBase Recessed Can	TWO 9W PL Plug-in Hybrid 4000K	2	2
3	Interior	Hallway	Back Hall To Mechanical	24W CFL PinBase Vertical Recessed Can	9W PL Plug-in Hybrid 4000K	1	1
3	Interior	Storage Sensored	Storage	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
3	Interior	Storage	Mechanical Room	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	4	4
3	Interior	Stairway	Back Stairwell	(2) 13W CFL PinBase 12" Surface Drum	11" LED Ceiling Mount Drum	1	1
3	Interior	Stairway	Back Stairwell	42W CFL Pin Base Surface Fixture	16.5W Vertical Plug in G24q/G24d Ballast By-pass	9	9
2	Interior	Storage	Floor 02 Storage	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
2	Interior	Conference Room	Meeting Room	24W CFL PinBase Vertical Recessed Can	9W PL Plug-in Hybrid 4000K	4	4

2	Interior	Conference Room	Meeting Room	(2) 42W CFL PinBase Highbay	TWO 24W A23 E26 LED Lamp 120-277V Dimmable	6	6
2	Interior	Storage	Boiler Room	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	4	4
2	Interior	Storage	Electric Room	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	3	3
2	Interior	Storage	Electric Room (02)	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Garage	Apparatus Bay	24W CFL PinBase Vertical Recessed Can	9W PL Plug-in Hybrid 4000K	4	4
1	Interior	Garage	Apparatus Bay	(4) 42W CFL PinBase Highbay	24,000 Lumen High Bay with Adaptable Controls	12	12
1	Interior	Storage	Apparatus Bay Office	4' 2 Lamp 40W T12 Vaportight	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Hallway Sensored	Entrance By Apparatus Bay	42W CFL Pin Base Surface Fixture	16.5W Vertical Plug in G24q/G24d Ballast By-pass	2	2
1	Interior	Hallway Sensored	Lobby by Apparatus Bay	42W CFL Pin Base Surface Fixture	16.5W Vertical Plug in G24q/G24d Ballast By-pass	6	6
1	Interior	Storage	First Aid Room	2x2 2-Lamp 40W Biax Recessed Troffer Single Basket	2x2 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Stairway	Main Stairwell	42W CFL Pin Base Surface Fixture	16.5W Vertical Plug in G24q/G24d Ballast By-pass	3	3
1	Interior	Stairway	Main Stairwell	42W CFL Pin Base Surface Fixture	16.5W Vertical Plug in G24q/G24d Ballast By-pass	2	2
1	Interior	Storage	Back Sprinkler Room	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
1	Interior	Storage	Back Storage	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	6	6
1	Interior	Storage	Back Water Rescue	4' 2 Lamp 32W Vaportight	Relamp TWO Type-C 4' LED tubes, new LED Driver	5	5
1	Interior	Storage	Janitor Closet	4' 2 Lamp 32W Vaportight	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Restroom - Private	Decon Room	4' 2-Lamp 32W Vanity	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Restroom - Private	Decon Room	24W CFL PinBase Vertical Recessed Can	9W PL Plug-in Hybrid 4000K	2	2
1	Interior	Restroom - Private	Decon Room	2x2 2-Lamp 40W Biax Recessed Troffer Single Basket	2x2 Troffer Fixture w/ Adaptable Controls	2	2
1	Interior	Storage	Protective Clothing Storage	2x2 2ULamp 32W Recessed Troffer Prismatic	2x2 Troffer Kit w/ Adaptable Controls	2	2

Е	Exterior	Exterior	Back Stair Exit Wallpack	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	Back Stair Exit Wallpack (02)	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	Back Parking Wallpack	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	East Side Wallpack	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	East Side Wallpack (02)	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	East Side Wallpack (03)	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	2	2
Е	Exterior	Exterior	Front Wallpacks	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	5	5
Е	Exterior	Exterior	Main Entrance	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	2	2

Bourne Town Hall

ECM: Building Envelope Improvement

Task #	Task	Town Hall
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	
3	Door Weather Stripping - Singles (Units)	5
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

Provide material and labor to complete the following building envelope work per table below.

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

					E=Existing P=Proposed	Fixtu	ire Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
2	Interior	Storage	Health File Storage	2x2 3ULamp 31W Recessed Troffer Parabolic	2x2 Troffer Kit w/ Adaptable Controls	1	1
2	Interior	Storage	Mechanical Equipment Room	4' 2 Lamp 32W Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
1	Interior	Storage	IT Storage	4' 2 Lamp 32W Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
1	Interior	Storage	Storage 109	4' 1-Lamp 32W Narrow Strip Ceiling Mount	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1

		E=Existing P=Proposed		Fixture Qty			
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
1	Interior	Open Office	Administrative 101 Open Office	75W Inc PAR30 Recessed Downlight	11W PAR30 E26 4000K 120V Dimmable	1	1
1	Interior	Open Office	Administrative 101 PrivateOffice	(4) 13W CFL PinBase Decorative Pendant	FOUR 5.5W LED Plug in 2-pin G22/GX23 Ballast By-pass	1	1
1	Interior	Open Office	Administrative 101 PrivateOffice	75W Inc PAR30 Recessed Downlight	11W PAR30 E26 4000K 120V Dimmable	11	11
В	Interior	Storage	Vault	13W CFL PinBase in Screwin Adapter Keyless	9W A19 E26 120V Dimmable, Enclosed	1	1
В	Interior	Storage	File Room	1x4 2 Lamp 32W Surface Box Paracube	Relamp TWO Type-C 4' LED tubes, new LED Driver	3	3
В	Interior	Storage	File Room (02)	1x4 2 Lamp 32W Surface Box Paracube	Relamp TWO Type-C 4' LED tubes, new LED Driver	3	3
В	Interior	Stairway	Basement Back Stairs	60W Inc. Downlight	9W A19 E26 120V Dimmable, Enclosed	1	1
В	Interior	Storage	File Room Vault	75W Inc PAR30 China Hat	11W PAR30 E26 4000K 120V Dimmable	2	2
В	Interior	Storage	Storage By Sprinkler	4' 1-Lamp 32W Narrow Strip Ceiling Mount	Relamp to ONE Type-C 4' LED tube, new LED Driver	1	1
В	Interior	Hallway	Basement Storage Side Hall	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
В	Interior	Storage	Basement Storage Side Hall	1x4 2 Lamp 32W Surface Box Paracube	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
В	Interior	Storage	Janitor Storage	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
В	Interior	Storage	Storage	4' 2 Lamp 32W Industrial Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	3	3
В	Interior	Storage	Storage By Boiler	4' 2 Lamp 32W Wrap	Relamp TWO Type-C 4' LEDtubes, new LED Driver	1	1
В	Interior	Storage	Vault By Boiler	4' 2 Lamp 32W Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
В	Interior	Storage	Vault By Boiler (02)	60W Inc. Downlight	9W A19 E26 120V Dimmable, Enclosed	1	1
В	Interior	Storage	Vault By Boiler (02)	1x4 2 Lamp 32W Surface Box Paracube	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2
В	Interior	Storage	Elevator Machine Room	4' 2 Lamp 32W Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1

					E=Existing P=Proposed	Fixtu	ire Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
В	Interior	Office Support	Work Room 3	13W CFL PinBase Short Lamp Wall Sconce	6.5W LED Omni Dirtectional 13W-18W Replacement, Short	1	1
Е	Exterior	Exterior	Handicap Entrance	60W Inc. Jelly Jar	9W A19 E26 120V Dimmable, Enclosed	1	1
Е	Exterior	Exterior	Handicap Entrance	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	2	2
E	Exterior	Exterior	South Lower Level Exit	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	East Lower Level Exit	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
E	Exterior	Exterior	North Exit	50W HPS Security Style Wallpack	4,000 Lumen Security Wall Pack with Photocell	1	1
Е	Exterior	Exterior	Nature Shed Flood	150W MH Yoke Flood	14L LED Exterior Flood Fixture	1	1

Department of Natural Resources

ECM: Lighting Retrofit

	U		0 0 10	1	E=Existing P=Proposed	Fix Q	ture Ity
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
1	Interior	Garage	Garage	8' 2-Lamp 110W T12 Strip	8' Reflector Kit - Relamp to FOUR Type-C 4' LED tubes, new LED Driver, Tandem	7	7
1	Interior	Storage	Garage Storage	4' 2 Lamp 40W T12 Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Garage	Garage (02)	8' 2-Lamp 110W T12 Strip	8' Reflector Kit - Relamp to FOUR Type-C 4' LED tubes, new LED Driver, Tandem	2	2
1	Interior	Garage	Garage (03)	8' 2-Lamp 110W T12 Strip	8' Reflector Kit - Relamp to FOUR Type-C 4' LED tubes, new LED Driver, Tandem	3	3

Veterans Memorial Community Center

ECM: New Boilers

- Disconnect the HW and gas piping to the existing two Weil Mclain boilers.
- Remove and demolish existing boilers.
- Install two new Viessmann CI-2-750 boilers furnished by Trane.
- Connect the HW piping to new boilers.
- Connect the gas piping to new boilers.
- Furnish and install new flue for new boilers.
- Insulate the piping if necessary.
- Start up and commission the new boiler.

ECM: New Air-Cooled Chiller:

- Disconnect the electrical connection for existing Trane chiller.
- Recover the refrigerant from existing chiller unit.
- Disconnect the chilled water piping connection to the chiller unit.
- Demolish the chiller unit from the space.
- Install new chiller unit furnished by Trane
- Furnish and install necessary piping work to connect new unit to existing piping
- Charge additional refrigerant to the system.
- Provide electrical connection to new unit.
- Startup of the new unit.

ECM: HV Units - Retrofit H&V Units:

- Disconnect the gas piping to both H&V units,
- Remove gas heating section for both H&V units.
- Install the HW coil inside the duct work below the roof for each H&V units.
- Run the 1.5" HW piping from nearby boiler room to connect new hot water coil.
- Install Nexus piping package and control valve (furnished by Trane).
- Insulate the new HW piping.

ECM: DX Units - New Condensing Unit for AHU-2:

- Disconnect the electrical connection for existing condensing unit.
- Disconnect the refrigerant piping to condensing unit.
- Recover the refrigerant from the system.
- Install new Trane Condensing unit.
- Install the new refrigerant piping from condensing unit to AHU.
- Provide electrical connection to new unit.
- Startup of new unit.

ECM: New RTU-1 and RTU-2:

- Disconnect the electrical connection for existing RTU-1 and RTU-2.
- Removal of refrigerant for RTUs.
- Removal of existing RTUs

- Furnish and install new adaptor curb.
- Rig new RTUs to its place.
- Mount new exhaust fan for RTUs.
- Provide electrical connection to new units.
- Startup of new unit.

ECM: New Controls

- Web-based building controls system including
 - Open Protocol Communication (BACnet, LonTalk, and/or MODBUS)
 - o Scalable Sizing for system expansion
 - Internet accessible for remote connection and communication
 - Custom Programming Language, report, and Log Capability
 - Wireless Infrastructure & Capability
 - Licensing to integrate to Town wide Tracer Ensemble System
- Controls for Hot Water Plant including the following work:
 - Field mounted BACnet controller
 - BACnet connection for new (2) boilers
 - Loop supply and return temperature
 - Start/Stop/Status for (2) pumps
 - Domestic Hot Water Boiler Start/Stop/Status
 - DHW loop supply temp
 - Controls for Chilled Water plant including the following work:
 - Field mounted BACnet controller
 - BACnet connection for (1) new air-cooled chiller
 - Loop supply and return temperature
 - Outside Air Temperature & Humidity sensor
 - Start/Stop/Status/Speed for (2) pumps
 - Bypass valve command/position
 - Loop Differential Pressure
- Controls for (2) AHUs including the following work:
 - Field mounted BACnet controller
 - Supply and return fan Start/Stop/Status/Speed
 - Start/Stop/Status for DX cooling
 - Condensate overflow alarming
 - Hot Water coil command/position
 - Discharge Air, mixed air, and coil leaving temperature
 - Duct static pressure
 - Outside & Return Air Damper command/position
 - Return Air CO2 sensor
 - Controls for (2) new Rooftop Units including the following work:
 - Connection to factory supplied BACnet card
 - New space temperature sensor
 - Programming to integrate units into Tracer BAS
- Controls for (2) new hot water coils including the following work:
 - Field mounted BACnet controller
 - Discharge Air Temperature sensor
 - Valve command/position
- Controls for (2) Heat & Vent units including the following work:
 - Field mounted BACnet controller
 - Fan Start/Stop/Status
 - Hot water valve command/position
 - o New Freezestat
 - Discharge Air Temperature sensor
 - Outside Air Damper command
- Controls for (2) ERVs units including the following work:
 - Field mounted BACnet controller
 - o Start/Stop/Status/Speed for Outside and Exhaust Air fan
 - Discharge Air Temperature sensor
 - Outside, Return, and Exhaust Air damper command/position
 - Controls for (17) Fan coils including the following work:
 - Field mounted BACnet controller
 - Fan Start/Stop/Status
 - Hot Water & Chilled Water valve command/position
 - Space temperature sensor
- Controls for (11) VAVs including the following work:
 - Field mounted controller
 - Damper command/position
 - Discharge Air Temperature sensor
 - Hot Water valve command/position
 - Space temperature sensor
- Air and Water Balancing:
 - Provide water balancing for up to ten terminal devices from the following equipment. Town of Bourne maintenance department to direct Trane as to the terminal units experiencing issues maintaining proper space temperatures subsequent to the controls upgrade.
 - Fan Coil Unit (Qty:17)
 - VAV Boxes (Qty: 11)
 - Provide air balancing for up to ten terminal devices from the following equipment and (2) air handlining units. Town of Bourne maintenance department to direct Trane as to the terminal units experiencing issues maintaining proper space temperatures subsequent to the controls upgrade.
 - Fan Coil Unit (Qty: 17)
 - Air Handling Units (2): 4500 CFM and 1500 CFM
 - VAV Boxes (Qty: 11)

ECM: Building Envelope Improvement

Task #	Task	Veterans Community Center
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	7
3	Door Weather Stripping - Singles (Units)	8
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

Provide material and labor to complete the following building envelope work per table below.

ECM: Mechanical Insulation

Task #	Task	Veterans Community Center
1	Air Scoop Insulation (Units)	1
2	Ball Valve Insulation (Units)	
3	Bonnet Insulation (Units)	
4	Butterfly Valve Insulation (Units)	1
5	Check Valve Insulation (Units)	1
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	
8	Flange Insulation (Units)	16
9	Flex Fitting Insulation (UT)	2
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	
12	Pipe Fitting Insulation (Units)	2
13	Pipe Reducer Insulation (Units)	2
14	Pump Insulation (Units)	
15	Steam Trap Insulation (Units)	
16	Straight Pipe Insulation (LF)	2
17	Strainer Insulation (Units)	
18	Suction Diffuser Insulation (Units)	2
19	Tank Insulation (Units)	
20	Triple Duty Valve Insulation (Units)	

Provide material and labor to install necessary insulation per below table.

DPW Building

ECM: Building Envelope Improvement

Provide material and labor to complete the following building envelope work per table below.

Task #	Task	DPW Garage
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	
3	Door Weather Stripping - Singles (Units)	14
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

ECM: Mechanical Insulation

Task #	Task	DPW Building
1	Air Scoop Insulation (Units)	
2	Ball Valve Insulation (Units)	
3	Bonnet Insulation (Units)	
4	Butterfly Valve Insulation (Units)	14
5	Check Valve Insulation (Units)	2
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	
8	Flange Insulation (Units)	26
9	Flex Fitting Insulation (UT)	6
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	
12	Pipe Fitting Insulation (Units)	
13	Pipe Reducer Insulation (Units)	
14	Pump Insulation (Units)	4
15	Steam Trap Insulation (Units)	
16	Straight Pipe Insulation (LF)	6
17	Strainer Insulation (Units)	4
18	Suction Diffuser Insulation (Units)	
19	Tank Insulation (Units)	
20	Triple Duty Valve Insulation (Units)	

Provide material and labor to install necessary insulation per below table.

ISWM Garage

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

	C		0 0 10		E=Existing P=Proposed	Fix Q	ture ty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
1	Interior	Storage	Bay 2 Storage	8' 4 Lamp 32W Industrial Strip	8' Fixture - Relamp to FOUR Type- C 4' LED tubes, new LED Driver, Tandem	1	1
1	Interior	Storage	Bay 2 Storage (02)	8' 4 Lamp 32W Industrial Strip	8' Fixture - Relamp to FOUR Type- C 4' LED tubes, new LED Driver, Tandem	1	1
1	Interior	Storage	Bay 2 Storage (03)	8' 4 Lamp 32W Industrial Strip	8' Fixture - Relamp to FOUR Type- C 4' LED tubes, new LED Driver, Tandem	1	1
1	Interior	Storage	Bay 2 Storage (04)	4' 2 Lamp 40W T12 Turret Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Restroom - Private	Bay 2 Restroom	60W Inc. Downlight	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Garage	Bay 2 Mez	4' 2 Lamp 40W T12 Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	3	3

Jonathon Bourne Public Library

ECM: Building Envelope Improvement

Provide material and labor to complete the following building envelope work per table below.

Task #	Task	Library
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	3
3	Door Weather Stripping - Singles (Units)	6
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

ECM: Mechanical Insulation

Task #	Task	Library
1	Air Scoop Insulation (Units)	
2	Ball Valve Insulation (Units)	
3	Bonnet Insulation (Units)	
4	Butterfly Valve Insulation (Units)	
5	Check Valve Insulation (Units)	3
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	1
8	Flange Insulation (Units)	19
9	Flex Fitting Insulation (UT)	4
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	3
12	Pipe Fitting Insulation (Units)	1
13	Pipe Reducer Insulation (Units)	
14	Pump Insulation (Units)	
15	Steam Trap Insulation (Units)	
16	Straight Pipe Insulation (LF)	
17	Strainer Insulation (Units)	1
18	Suction Diffuser Insulation (Units)	
19	Tank Insulation (Units)	1
20	Triple Duty Valve Insulation (Units)	

Provide material and labor to complete following building envelope work per table below.

Fire Station #1

ECM: New Boiler

- Disconnect the HW and gas piping to the existing Burnham boiler.
- Remove and demolish existing boiler.
- Install one (1) gas fired condensing hot water boiler with a rated input capacity (468 BTU/hr)
- Connect the HW piping to new boiler.
- Connect the gas piping to new boiler.
- Furnish and install new flue for new boiler.
- Insulate the piping if necessary.
- Start up and commission the new boiler.

ECM: New Controls

•

- Web-based building controls system including
 - Open Protocol Communication (BACnet, LonTalk, and/or MODBUS)
 - Scalable Sizing for system expansion
 - Internet accessible for remote connection and communication
 - o Custom Programming Language, report, and Log Capability
 - Wireless Infrastructure & Capability
 - Licensing to integrate to Town wide Tracer Ensemble System
 - Controls for Hot Water Plant including the following work:
 - Field mounted BACnet controller
 - Start/Stop/Status for (1) boiler
 - Start/Stop/Status for (5) pumps
 - Loop supply and return temperature
 - Global Outside Air Temperature
 - Start/Stop/Status for (1) Domestic Hot Water boiler
 - Domestic Hot Water loop supply temperature
- Controls for (1) Split System including the following work:
 - Swap existing thermostat for new BACnet communicating thermostat
 - Run BACnet comm from SC+ to split system
 - Programming to integrate split system into Tracer BAS
 - Controls for (1) Unit Ventilator including the following work:
 - Field mounted BACnet controller
 - Fan Start/Stop/Status
 - Hot Water Valve command/position
 - Outside & Return Air damper command/position
 - Space temperature sensor
- Valve command and space temperature sensor for (5) Fin Tube radiators

ECM: Building Envelope Improvement

Task #	Task	FireStation 1
1	Buck Frame Air Sealing (LF)	
2	Door Weather Striping - Doubles (Units)	
3	Door Weather Stripping - Singles (Units)	2
4	Overhang Air Sealing (LF)	
5	Overhead Door Weather Stripping (Units)	4
6	Retrofit Pull -Down Stairs (Units)	
7	Roll-Up Door Weather Stripping (Units)	
8	Roof-Wall Intersection Air Sealing (LF)	
9	Roof-Wall Intersection Air Sealing (SF)	
10	Wall Air Sealing (Units)	

Provide material and labor to complete the following building envelope work per table below.

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

					E=Existing P=Proposed	Fixt Q	ture ty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
1	Interior	Storage	Pump Station	60W Inc. Jelly Jar	9W A19 E26 120V Dimmable, Enclosed	14	14
1	Interior	Storage	Boiler Room	4' 2 Lamp 32W Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1

Head of the Bay Pump

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

					E=Existing P=Proposed	Fixtu	re Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	Е	Р
1	Interior	Storage	Pump Room	4' 2 Lamp 40W T12 Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	2	2

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Taylor's Point Marina H&L

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

					E=Existing P=Proposed	Fixtu	re Qty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
Е	Exterior	Exterior	Marina Basement Exit	13W CFL PinBase Wall Sconce Up & Downlight	5.5W LED Plug in 2-pin G22/GX23 Ballast By-pass	1	1

Archives Building

ECM: Mechanical Insulation

Provide material and labor to install necessary insulation per below table.

Task #	Task	Archives Building
1	Air Scoop Insulation (Units)	
2	Ball Valve Insulation (Units)	2
3	Bonnet Insulation (Units)	
4	Butterfly Valve Insulation (Units)	
5	Check Valve Insulation (Units)	
6	Control Valve Insulation (Units)	
7	End Cap Insulation (Units)	
8	Flange Insulation (Units)	1
9	Flex Fitting Insulation (UT)	
10	Flo-Check Insulation (Units)	
11	Gate Valve Insulation (Units)	2
12	Pipe Fitting Insulation (Units)	42
13	Pipe Reducer Insulation (Units)	
14	Pump Insulation (Units)	
15	Steam Trap Insulation (Units)	1
16	Straight Pipe Insulation (LF)	36
17	Strainer Insulation (Units)	
18	Suction Diffuser Insulation (Units)	
19	Tank Insulation (Units)	1
20	Triple Duty Valve Insulation (Units)	

ECM: Lighting Retrofit

The following table outlines the lighting upgrade scope.

E=Existing P=Proposed							ture ty
Floor	Interior / Exterior	Room Type	Description	Existing Fixture	Proposed Fixture	E	Р
1	Interior	Open Office	Archive Open Area	50W Halogen MR16 Tracklight	7.5W MR16 LED 12V Dimmable	3	3
1	Interior	Storage	Office Storage	60W Inc. Downlight	9W A19 E26 120V Dimmable, Enclosed	1	1
1	Interior	Storage	Basement	4' 2 Lamp 40W T12 Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	1	1
1	Interior	Storage	Basement	8' 2-Lamp 110W T12 Strip	8' Reflector Kit - Relamp to FOUR Type-C 4' LED tubes, new LED Driver, Tandem	1	1

Attachment 5 Project Schedule

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

Attachment 6 Measurement & Verification Plan

Section 1. Energy Savings Guarantee. Subject to the terms and conditions of this Attachment 6 and the sub-attachments hereof, Contractor guarantees that, as a result of the Services Contractor will furnish hereunder, Customer will realize the energy savings shown in Table 1 (the "Energy Savings"), in each consecutive twelve-month period following the Commencement Date (each such twelve-month period, a "Guarantee Year") for the Guarantee Term of fifteen (15) years (collectively, the "Energy Savings Guarantee"). The Energy Savings Guarantee is for energy savings in the aggregate, not on a per building basis, per energy conservation measure ("ECM"), or by fuel type, notwithstanding the presentation of the Energy Savings in this Attachment or sub-Attachments hereto.

In addition to Energy Savings, Contractor and Customer agree that Customer will realize Operational Savings as a result of Contractor's performance of the Services, as more fully described in Section 5 and in the applicable sub-Attachments hereof.

Table 1 below sets forth the monetary value of Energy Savings and Operational Savings (calculated utilizing the Adjusted Base Utility Rate(s) and applicable annual Operational Savings escalation).

ECM#	ECM Category	Bldg No.	Building Name	Elec kW Savings (annual)	Elec kWh Savings	Gas Therms Savings	Operation al Savings -Material	Operation al Savings – Other Projects
1	Lighting	1	Bourne HS	24.4	9,131.9	0.0	\$688.84	
2	Envelope	1	Bourne HS	0.0	4,117.9	4,574.4	\$0.00	
3	Controls	1	Bourne HS	192.0	132,646.4	28,662. 4	\$0.00	
4	Insulation Pipes, Tanks	1	Bourne HS	0.0	0.0	1,785.8	\$0.00	
11	Kitchen WIFR	1	Bourne HS	16.2	9,489.6	0.0	\$0.00	
13	Transformers	1	Bourne HS	51.9	37,881.5	0.0	\$0.00	
14	Roof	1	Bourne HS	0.0	0.0	351.4	\$0.00	
1	Lighting	2	Bournedale ES	308.9	79,258.9	-368.9	\$9,571.43	
2	Envelope	2	Bournedale ES	0.0	2,742.6	3,046.6	\$0.00	
3	Controls	2	Bournedale ES	90.4	57,611.2	5,673.6	\$0.00	
4	Insulation Pipes, Tanks	2	Bournedale ES	0.0	0.0	273.2	\$0.00	
11	Kitchen WIFR	2	Bournedale ES	9.0	5,832.9	0.0	\$0.00	
3	Controls	3	Bourne Intermediate	0.0	680.0	365.7	\$0.00	

Table 1 –Annual Energy Savings and Operational Savings Calculated Utilizing the Applicable Adjusted Base Utility Rate and Applicable Annual Operational Savings Escalation

1	Lighting	4	Bourne MS	34.1	10,500.4	0.0	\$573.01	
2	Envelope	4	Bourne MS	0.0	5,604.1	6,225.4	\$0.00	
3	Controls	4	Bourne MS	4.0	70,968.8	5,394.4	\$0.00	
	Insulation							
4	Pipes, Tanks	4	Bourne MS	0.0	0.0	349.8	\$0.00	
	Kitchen							
11	WIFR	4	Bourne MS	15.1	9,104.4	0.0	\$0.00	
13	Transformers	4	Bourne MS	90.3	66,047.1	0.0	\$0.00	
			School					
			District					
1	Lighting	5	Offices	17.6	4,445.3	-26.3	\$145.31	
			School					
	5 1	-	District	0.0	104 5		\$ 0.00	
2	Envelope	5	Offices	0.0	194.5	216.0	\$0.00	
	T 1		School					
4	Insulation	-	District	0.0	0.0	412.0	¢0.00	
4	Pipes, Lanks	5	Offices	0.0	0.0	413.9	\$0.00	
1	Lighting	6	Garage	0.0	2 057 5	0.0	\$52.16	
1	Lignung	0	Maintananaa	0.0	2,937.5	0.0	\$33.10	
1	Lighting	7	Building	0.0	1 272 1	0.0	\$68.41	
1	Lighting	/	Sagamore	0.0	4,372.1	0.0	\$00.41	
1	Lighting	8	Fire Sta #3	43.4	9 600 0	0.0	\$771.01	
1	Lighting	0	Sagamore	т.,т	9,000.0	0.0	\$771.01	
2	Envelope	8	Fire Sta. #3	0.0	1.074.6	1.193.7	\$0.00	
	Linverope		Sagamore	0.0	1,0 / 110	1,17517	\$0.00	
3	Controls	8	Fire Sta. #3	0.0	7,220.8	2,266.4	\$0.00	
			Sagamore		,	,		
8	DX Units	8	Fire Sta. #3	0.0	754.4	0.0	\$0.00	
	Condensing		Sagamore					
9	Units	8	Fire Sta. #3	7.2	2,944.8	402.3	\$0.00	
			Bourne					
1	Lighting	9	Town Hall	20.9	5,191.5	0.0	\$208.93	
_		_	Bourne		_			
2	Envelope	9	Town Hall	0.0	216.7	240.8	\$0.00	
			Dept. of					
	T • 1 · •	10	Natural	25.0	4 500 4	0.0	\$7 (27)	
I	Lighting	10	Resources	25.0	4,790.4	0.0	\$76.37	
			Veterans					
2	Envolant	11	Community	0.0	0711	026.0	¢0.00	
2	Ептеюре	11	Votorona	0.0	834.4	920.9	\$0.00	
			Community					
3	Controls	11	Bldg	227.0	68 024 4	3 400 1	\$0.00	
		11	Veterans	227.0	00,027.7	5,700.1	ψ0.00	
	Insulation		Community					
4	Pipes, Tanks	11	Bldg	0.0	0.0	269.5	\$0.00	
· · ·			Veterans	0.0	0.0	_0,0	\$5100	
			Community					
5	Boilers	11	Bldg	0.0	0.0	2,069.1	\$0.00	

			Veterans					
			Community					
6	HV Units	11	Bldg	0.0	0.0	4,084.4	\$0.00	
	D 1		Veterans					
_	Replace	1.1	Community	10.5	6 200 1	0.0	\$0.00	
	Chiller	11	Bldg	13.5	6,308.1	0.0	\$0.00	
			Veterans					
0	DV Lluita	11	Community	4.1	2 957 0	162.0	¢0.00	
8	DX Units	11	Blag	4.1	2,857.9	162.9	\$0.00	
	Condensing		Veterans					
0	Units	11	Bldg	33 7	1 046 6	0.0	\$0.00	
9		11		55.7	4,040.0	0.0	\$0.00	
2	Envelope	12	Building	0.0	0.0	674 1	\$0.00	
	Insulation	12	DPW	0.0	0.0	071.1	φ0.00	
4	Pipes, Tanks	12	Building	0.0	0.0	706.3	\$0.00	
· · ·	1 1 1 2 2 3 1 2 2 2 2 2 2 2 2 2 2 2 2 2		ISWM	0.00		,	\$0100	9,912
1	Lighting	15	Garage	5.5	746.2	0.0	\$32.71	,,, <u>,</u>
			Jonathon					
			Bourne					
			Public					
2	Envelope	21	Library	0.0	389.1	432.3	\$0.00	
			Jonathon					
			Bourne					
	Insulation		Public					
4	Pipes, Tanks	21	Library	0.0	0.0	463.0	\$0.00	
			Jonathon					23,372
			Bourne					
1	T · 1.·	0.1	Public	0.0	0.0	0.0	0.0	
	Lighting	21	Library	0.0	0.0	0.0	0.0	17.265
1	Lighting	22	Fire Station I	8.1	/00.1	0.0	\$7.02	17,365
2	Envelope	22	Fire Station 1	0.0	394.4	438.2	\$0.00	
3	Controls	22	Fire Station 1	0.0	0.0	160.0	\$0.00	
5	Boilers	22	Fire Station 1	0.0	0.0	635.9	\$0.00	
			Head of the					
1	Lighting	23	bay pump	0.0	129.2	0.0	\$7.13	
			Taylor's					
			Point Marina					
1	Lighting	24	H&L	0.0	33.2	0.0	\$1.22	
			Archives				• • • • = =	
1	Lighting	25	Building	0.0	705.0	0.0	\$14.75	
4	Insulation	25	Archives		0.0	270.0	ΦΟ ΟΟ	
4	Pipes, I anks	25	Building	0.0	0.0	5/8.8	\$0.00	
			TOTAL	1 242 2	630 540 0	/5,842.	\$12,219.3	
1	1		IUIAL	1,242.2	030,349.0	2	0	

	GUARAN SAVI	FEED UTILI NGS SUMM	TY UNITS ARY		
Building Name	Elec kW Savings (annual)	Elec kWh Savings	Gas Therms Savings	Operational Savings Material	Operational Savings – Other Projects (kWh)
Bourne HS	284.5	193,267.2	35,374.0	\$688.84	
Bournedale ES	408.3	145,445.6	8,624.5	\$9,571.43	
Bourne Intermediate	0.0	680.0	365.7	\$0.00	
Bourne MS	143.5	162,224.9	11,969.6	\$573.01	
School District Offices	17.6	4,639.8	603.6	\$145.31	
Maintenance Garage	0.0	2,957.5	0.0	\$53.16	
Maintenance Building	0.0	4,372.1	0.0	\$68.41	
Sagamore Fire Sta. #3	50.6	21,594.5	3,862.4	\$771.01	
Bourne Town Hall	20.9	5,408.2	240.8	\$208.93	
Dept. of Natural Resources	25.0	4,790.4	0.0	\$76.37	
Veterans Community Bldg	278.2	82,071.4	10,913.0	\$0.00	
DPW Building	0.0	0.0	1,380.5	\$0.00	
ISWM Garage	5.5	746.2	0.0	\$32.71	9,912
Jonathon Bourne Public Library	0.0	389.1	895.3	\$0.00	23,372
Fire Station #1	8.1	1,094.6	1,234.1	\$7.02	17,365
Head of the bay pump	0.0	129.2	0.0	\$7.13	
Taylor's Point Marina H&L	0.0	33.2	0.0	\$1.22	
Archives Building	0.0	705.0	378.8	\$14.75	
TOTAL	1,242.2	630,549.0	75,842.2	\$12,219.30	

Year	Total Energy Savings	Operational Savings – Other Projects	Operational Savings - Materials	Total Savings
1	\$198,266	\$9,116	\$12,219	\$219,601
2	\$204,214	\$9,389	\$12,586	\$226,189
3	\$210,340	\$9,671	\$12,963	\$232,974
4	\$216,650	\$9,961	\$13,352	\$239,963
5	\$223,150	\$10,260	\$13,753	\$247,163
6	\$229,844	\$10,568	\$14,165	\$254,577
7	\$236,740	\$10,885	\$14,590	\$262,215
8	\$243,842	\$11,212	\$15,028	\$270,082
9	\$251,157	\$11,548	\$15,479	\$278,184
10	\$258,692	\$11,894	\$15,943	\$286,529
11	\$266,453	\$12,251	\$16,421	\$295,125
12	\$274,446	\$12,619	\$16,914	\$303,979
13	\$282,680	\$12,997	\$17,421	\$313,098
14	\$291,160	\$13,387	\$17,944	\$322,491
15	\$299,895	\$13,789	\$18,482	\$332,166

Section 2. Measurement and Verification of Energy Savings. Four (4) different methods may be utilized to measure and verify ("M&V") Energy Savings. Each method is in accordance with the Federal Energy Management Program guidelines. The four (4) M&V methods are summarized below. Under certain circumstances, the parties may find it cost effective to mutually agree to certain Energy Savings and eliminate the need to M&V such Energy Savings in accordance with the M&V methods described below. In such event, the parties will separately outline such mutually agreed Energy Savings in this Attachment 6 and the sub-Attachments hereto.

Option A. Partially Measured Retrofit Isolation. The verification techniques for Option A determine energy savings by measuring the capacity or efficiency of a system before and after a retrofit, and multiplying the difference by an agreed-upon or "stipulated" factor, such as hours of operation or load on the system. Careful review of ECM design and installation ensure that stipulated values fairly represent the probable actual value.

Option B. Retrofit Isolation. All Parameter Measurements. Verification techniques for Option B are designed for projects where long-term continuous measurement of performance is desired. Under Option B, individual loads are continuously monitored to determine performance, and this measured performance is compared with a baseline to determine savings. Option B M&V techniques provide long-term persistence data on ECM operation and performance. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit. Option B also relies on the direct measurement of affected end uses.

Option C. Whole Facility. Verification techniques for Option C determine savings by studying overall energy use in a facility and identifying the effects of energy projects from changes in overall energy use patterns. This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter post-implementation (Post) energy use can be

measured. The methodology to establish baseline and Post parameter identification, modeling approach and baseline or model adjustments will be defined in the applicable sub-Attachment. Periodic inspections of baseline energy usage, operating practices, and facility and equipment, and meter measurements of the will be necessary to verify the on-going efficient operation of the equipment, systems, practices and facility, and saving attainment.

Option D. Calibrated Simulation. Option D is intended for energy retrofits where calibrated simulation of baseline energy use and calibrated simulations of post-installation energy consumption are used to measure savings from the retrofit. Option D can involve measurements of energy use both before and after the retrofit for specific equipment/systems or whole-building data for calibrating the simulation(s). Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation. Energy use simulation is calibrated with hourly or monthly utility billing data and/or end use metering.

Section 3. Summary of Energy Savings and applicable M&V. The type and location of energy conservation measures installed determine which M&V calculation method shall be utilized. Table 2 sets forth the M&V method utilized, by building, ECM or ECM type, as applicable, and the Energy Savings Guarantee applicable thereto. Specific M&V methodologies and stipulations for each savings strategy and applicable M&V method are detailed in the applicable sub-Attachments to this Attachment 6.

Building, ECM or ECM Type	M&V Type and Applicable Savings				
	Mutually Agreed Savings				
	KWH Saved	KW Saved	Therms Saved		
Attachment 6.2 Envelope	15,568	-	17,968		
Attachment 6.4 Insulation	-	-	4,640		
Attachment 6.7 Coolers Controls	24,427	40	-		
Attachment 6.9 Roof	-	-	351		
	Option A: Parti	ally Measured F	Retrofit Isolation		
	Option A: Parti KWH Saved	ally Measured F KW Saved	Retrofit Isolation Therms Saved		
Attachment 6.1 Lighting	Option A: Parti KWH Saved 132,562	ally Measured F KW Saved 488	Retrofit Isolation Therms Saved (395)		
Attachment 6.1 Lighting Attachment 6.3 Controls	Option A: Parti KWH Saved 132,562 337,152	ally Measured F KW Saved 488 513	Retrofit Isolation Therms Saved (395) 45,923		
Attachment 6.1 Lighting Attachment 6.3 Controls Attachment 6.5 Boilers	Option A: Parti KWH Saved 132,562 337,152	ally Measured F KW Saved 488 513 -	Retrofit Isolation Therms Saved (395) 45,923 2,705		
Attachment 6.1 Lighting Attachment 6.3 Controls Attachment 6.5 Boilers Attachment 6.6 HVAC	Option A: Parti KWH Saved 132,562 337,152 - 16,912	ally Measured F KW Saved 488 513 - 58	Carbon Control Control Therms Saved (395) 45,923 2,705 4,650 4,650		
Attachment 6.1 Lighting Attachment 6.3 Controls Attachment 6.5 Boilers Attachment 6.6 HVAC Attachment 6.8 Transformers	Option A: Parti KWH Saved 132,562 337,152 - 16,912 103,929	ally Measured F KW Saved 488 513 - 58 142	Carbon Control Control Control Contro Control Control <t< td=""></t<>		

Table 2 – A	Annual Energy	Savings	Guarantee p	er Building.	ECM or	ECM Type
	minum Energy	~~~~ <u>~</u> ~~ <u>~</u> ~~ <u>~</u> ~~ <u>~</u> ~~ <u>~</u> ~~ <u>~</u> ~~ <u>~</u> ~	Guarance p	ci Dunung,		Leni i jpe

Due to rounding of numbers, some numbers in the table above may vary slightly from similar energy references within this Agreement.

Section 4. Calculated Monetary Value of Energy Savings. The monetary value of Energy Savings is derived by multiplying the applicable units of Energy Savings as outlined in Table 2 by the applicable Base Utility Rate as defined and described in Section 9. Table 3 sets forth the calculated monetary value of the Energy Savings Guarantee in the first Guarantee Year per building, ECM or ECM type for each M&V method.

		Gu				
Building or ECM (Attachment ID#)	Option A Partially Measured Retrofit Isolation	Option B Retrofit Isolation	Option C Building or ECM (Exhibit ID#)	Option D Guarantee Options	Mutually Agreed Savings	Total Energy Savings
Attachment 6.1 Lighting	\$25,300	\$0	\$0	\$0	\$0	\$25,300
Attachment 6.2 Envelope	\$0	\$0	\$0	\$0	\$23,442	\$23,442
Attachment 6.3 Controls	\$110,074	\$0	\$0	\$0	\$0	\$110,074
Attachment 6.4 Insulation	\$0	\$0	\$0	\$0	\$5,872	\$5,872
Attachment 6.5 Boilers	\$3,155	\$0	\$0	\$0	\$0	\$3,155
Attachment 6.6 HVAC	\$8,710	\$0	\$0	\$0	\$0	\$8,710
Attachment 6.7 Coolers Controls		\$0	\$0	\$0	\$0	\$0
Attachment 6.8 Transformers	\$0	\$0	\$0	\$0	\$4,120	\$4,120
Attachment 6.9 Roof	\$17,192	\$0	\$0	\$0	\$0	\$17,192
Total	\$164,432	\$0	\$0	\$0	\$33,834	\$198,266

Table 3 – Calculated Monetary Value of Annual Energy Savings per or ECM

* Some of the dollar amounts in the table above may vary slightly from similar dollar amounts within this *Agreement due to rounding.*

Section 5. Operational Savings. Customer and Contractor agree that, as a direct result of the Services, as of the Commencement Date, Customer shall achieve annual operational cost savings in the amounts set forth in Table 1 ("Operational Savings") during the Guarantee Term. Customer and Contractor worked together to identify and quantify the Operational Savings based upon past and projected expenditure data provided by the Customer. Operational Savings may include the categories set forth below (as applicable).

a. <u>Direct Cost Avoidance</u>. Reduction or elimination of costs or expenses in connection with existing or planned service contracts, materials, supplies, energy costs and labor expenditures

Building	<u>kWh Savings</u>	Cost Savings	Rate Used \$/kWh
Library	23,372	\$ 4,206.77	0.18
Fire Station 1	17,365	\$ 3,125.67	0.18
ISWM	9,912	\$ 1,784.15	0.18
Total operational	50,649	\$ 9,116.59	
savings to be stipulated:			

Throughout the Guarantee Term, Operational Savings (in the amounts set forth in Table 1) will be realized in each Guarantee Year and will be deemed to escalate at a rate of three percent (3%) per year as set forth in Table 1. The parties agree that the 3% escalation rate is a reasonable projection of future Operational

Savings based upon past inflation experience, escalation in the cost of energy, goods and services experienced by Customer and the parties' expectations. The Operational Savings are detailed in the applicable sub-Attachments. Operational Savings are stipulated by the parties and will not be measured, monitored or verified.

Section 6. Installation Period Savings. [Not Applicable]

Section 7. Commencement Date and Guarantee Term. The "Commencement Date" shall be the first calendar day of the month following the month in which the Date of Final Completion occurs, unless the Date of Final Completion falls on the first calendar day of a month, in which event the Commencement Date shall be the first calendar day of that month. The Energy Savings Guarantee shall begin as of the Commencement Date and, unless this Agreement shall terminate earlier, shall expire on the day immediately preceding the 15 year anniversary of the Commencement Date (hereinafter the "Guarantee Term").

Section 8. Base Utility Rates. The Base Utility Rates are the utility rates set forth below and are used to calculate the initial monetary value of Energy Savings. The Base Utility Rate shall be increased annually after Year 1 during the Guarantee Term by three percent (3%) per year, compounded annually (the "Adjusted Base Utility Rates"). The parties agree that such an adjustment is a reasonable projection of future increases in utility rates based on past inflation experience, applicable to utility rates and Customer's budgetary analysis. In calculating the monetary value of the Energy Savings for the purpose of the Energy Savings Guarantee reconciliation, Contractor will use the greater of (i) the then current applicable utility rate unit cost and (ii) the Adjusted Base Utility Rates.

The following are the Base Utility Rates:

Map No.	Building Name per Map	Overall Elec Rate (no solar) \$/KWh	Electric Demand \$/KW	Overall Gas Rate \$/therm
1	Bourne HS	\$0.1497	\$11.49	\$1.141
2	Bournedale ES	\$0.1497	\$11.49	\$1.143
3	Bourne Intermediate	\$0.1497	\$11.49	\$1.589
4	Bourne MS	\$0.1497	\$11.49	\$1.136
5	School District Offices	\$0.17992	\$5.59	\$1.314
6	Maintenance Garage	\$0.17992	NA	\$0.000
7	Maintenance Building	\$0.17992	NA	\$0.000
8	Sagamore Fire Sta. #3	\$0.17992	\$5.59	\$1.231
9	Bourne Town Hall	\$0.17992	\$5.59	\$1.239
10	Dept. of Natural Resources	\$0.17992	NA	\$0.000
11	Veterans Community Bldg	\$0.17992	NA	\$1.141
12	DPW Building	\$0.17992	NA	\$1.228
13	Bourne Police Station	\$0.17992	NA	\$1.251
14	Historic School House	\$0.17992	NA	\$0.000
15	ISWM Garage	\$0.17992	\$5.59	\$0.000
16	ISWM Recycling Shed	\$0.17992	NA	\$0.000
17	ISWM Transfer Station	\$0.17992	\$5.59	\$0.000
18	ISWM Pump	\$0.17992	\$5.59	\$0.000
19	ISWM Scale	\$0.17992	NA	\$0.000
20	ISWM Exterior	\$0.17992	NA	\$0.000

	Jonathon Bourne Public	\$0.17992	\$5.59	
21	Library			\$1.759
22	Fire Station #1	\$0.17992	\$5.59	\$1.249
23	Head of the bay pump	\$0.17992	NA	\$0.000
	Taylor's Point Marina	\$0.17992	NA	
24	H&L			\$1.378
25	Archives Building	\$0.17992	NA	\$1.560
26	Monument Beach Marina	\$0.17992	\$5.59	\$1.390
27	Jackson Field	\$0.17992	NA	\$0.000
	Sandwich Road Keith	\$0.17992	NA	
28	Field			\$0.000
29	Clarke Road Football	\$0.17992	NA	\$0.000
30	Pocasset Fire Sta #4	\$0.17992	NA	\$1.310
31	WWTP - Middle School	\$0.17992	\$5.59	\$1.141
	130 R Main Street Pump	\$0.17992	NA	
32	Station			\$1.421
33	Street and Traffic Lights	\$0.17992	NA	\$0.000

Section 9. Building Operation: The following operational parameters were collaboratively agreed upon by Customer and Contractor and form the basis for calculating Energy Savings. Customer bears the risk of decreased Energy Savings if the facilities are operated outside of these operational parameters. Variation from these parameters will permit Contractor to make an adjustment to the Baseline as indicated in Section 13.

	Hours of Occup	Occup Existin	Propos	Existing	g Heating	Existing Cooling		Proposed Heating		Proposed Cooling		
Facility	Operat ion, based on RFQ	Schedu le, in the IGA	g Equip ment Run Hours	Equip ment Run Hours	Occu pied Temp	Unoccu pied Temp	Occu pied Temp	Unoccu pied Temp	Occu pied Temp	Unoccu pied Temp	Occu pied Temp	Unoccu pied Temp
High School	7AM- 3PM	7 AM to 3 PM M- F during school year 9AM- 1PM M-F during break; Gym, Aud used till 7 pm	24 hrs/7 days	Non Summe r Wkdy: 7am- 5pm Summe r: Wkdy: 7am- 5pm	70F	70F	72F	75F	70F	64F	72F	85F
Library	9am- 5pm Tues Wed Thur 9am- 8pm	9am- 5pm Tues, Wed and Thursd ay 9am- 8pm	Wkdy: 7am- 7pm Sat: 8am- 5pm	Wkdy: 7am- 7pm Sat: 8am- 5pm	72F	72F	72F	72F	NA	NA	NA	NA

 Table 5 – Operational Parameters

Town Hall	8am- 5pm	8 AM to 5 PM M- F	Wkdy: 7am- 9pm	Wkdy: 7am- 9pm	72F	72F	72F	72F	NA	NA	NA	NA
Middle School	7:30- 3:30	7 AM to 3:30 PM M- F during school year 9AM- 1PM M-F during break	Wkdy: 6am- 6pm Same Year Round	Non Summe r Wkdy: 7am- 5pm Summe r: Wkdy: 7am- 5pm	70F	60F	75F	81F	70F	60F	75F	81F
Community Center	8:30am - 5pm	7am to 10pm M- Thurs 7am to 5:30pm Fri	Wkdy: 8am- 10pm Sat: 8am- 5pm	Wkdy: 8am- 10pm Sat: 8am- 5pm	72F	72F	72F	72F	70F	60F	75F	85F
Elementary School	8AM- 4PM	8 AM to 4 PM M- F during school year 9AM- 1PM M-F during break	Wkdy: 5am- 6pm	Wkdy: 7am- 4pm	72F	68F	70F	78F	70F	60F	75F	81F
Fire Station 3	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	72F	72F	72F	72F	72F	68F	72F	75F
Fire Station 1	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	72F							
Archives Building	Mon. Tues 9am- 3pm	Mon. Tues. 9am- 3pm	Wkdy: 5am- 6pm	Wkdy: 5am- 6pm	72F	70F	72F	80F	NA	NA	NA	NA
DPW	7am- 4pm	7am- 4pm	Wkdy: 5am- 6pm	Wkdy: 5am- 6pm	72F	65F	72F	80F	NA	NA	NA	NA
Intermediate School	8AM- 4PM	7 AM to 4 PM M- F during school year 9AM- 1PM M-F during break	Wkdy: 5am- 6pm	Wkdy: 5am- 6pm	70F	60F	72F	80F	70F	59F	72F	85F
School Admin Office	7AM- 4PM	7AM- 4PM	Wkdy: 5am- 6pm	Wkdy: 5am- 6pm	74F	70F	72F	80F	NA	NA	NA	NA
Maintenance Garage	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dept. of Natural	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

| ISWM Garage | NA |
|------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|
| Head of the bay pump | NA |
| Taylor's Point
Marina H&L | NA |

Customer is responsible to perform the updates to the control system to conform to the above table. The Customer should limit access to thermostats to its facilities staff.

For the purpose of this Agreement, indoor temperature boundaries will be maintained per operational parameters table above.

Section 10. Guarantee Reconciliation: Subject to Customer's obligations to furnish the data and information required hereunder, within ninety (90) days after the final month of each Guarantee Year, Contractor will determine and reconcile the actual Energy Savings (the "Actual Savings") in accordance with this Attachment and the applicable sub-Attachments and provide a written report to Customer (the "Reconciliation Report"). Customer shall review the Reconciliation Report within fourteen (14) days following submittal by Contractor thereof and either accept or reject such report in writing. If Customer timely rejects the Reconciliation Report, Customer shall provide Contractor with detailed reasons thereof and the parties shall negotiate in good faith to correct or reconcile any deficiencies. If a mutual agreement is reached, Contractor shall submit an updated Reconciliation Report to Customer. If the parties are unable to reach agreement, Customer may request an independent audit in accordance with Section 14 hereof. If Customer fails to reject the Reconciliation Report within the fourteen (14) day period outlined above, Customer shall be deemed to have accepted the Reconciliation Report.

Section 11. Performance Remedies: Contractor shall be bound to both the yearly and total guaranteed savings. If, in any guaranteed savings year, during the term of this Agreement, the utility savings (in native units) are less than the guaranteed amount (shortfall), Contractor shall be required to implement one or more of the following remedies, such remedies to be at the sole and exclusive discretion of the Owner:

- a) Within forty-five (45) days after determination that actual savings are less than guaranteed, modify the installation at no cost to the Owner so that the guaranteed savings rate as projected in Attachment 6 is attained, and pay to the Owner an amount equal to the difference in the actual savings, if any, and the guaranteed savings, and/or
- b) Pay the Owner an amount equal to the difference between the actual savings, if any, and the guaranteed savings, as projected in Attachment 6.

The value of any shortfall in the specific year will be assessed using the utility rates calculated for the specific year (Refer to Attachment 6), in which the shortfall exists. Any excess savings will remain the property of the Owner.

Section 12. Adjustments to Baseline. Contractor may, at its sole discretion, make adjustments to the Baseline using standard and sound engineering principles as follows:

- a. Building Utilization: The total number of building occupants is a variable that may be adjusted for if the number of occupants materially differs from the Baseline quantity.
- b. Building Occupancy Hours: The hours the building(s) is/are occupied and/or equipment and/or lighting is utilized is a variable which may be adjusted for if the hours (quantity or time-of-day) differs from the

hours identified in this Attachment 6 and its sub-Attachments. Buildings that have Contractor energy management equipment will be monitored by Contractor to verify hours of equipment operation.

- c. Weather: Utility bills will be adjusted for weather using nationally recognized sources.
- d. Building Changes: The Baseline may be adjusted to account for any building square footage changes, remodeling, and addition of equipment or change in usage. Customer agrees to contact Contractor within seven (7) calendar days of commencement of any changes or additions of equipment or environments.
- e. Unforeseen Parameters. Upon mutual consent of the Parties, the Baseline may be adjusted based on data or other information newly discovered or otherwise not readily available at the time the Baseline was prepared.
- f. Customer's Responsibilities: The baseline may be adjusted for failures by Customer to perform its obligations under the Agreement (including the responsibilities set forth in Section 12 below) or in the event any representation or warranty made by Customer under the Agreement is false or misleading.
- g. Baseline Model Adjustment: Any adjustment in the baseline model of the building created as part of the IGA appropriate to represent operation of the building if it had been designed, constructed, and/or operated in accordance with local and national codes in place as of the date of the Agreement. Such adjustments can include, but are not limited to, increased ventilation rates for code compliance and the addition of heating and/or air-conditioning to areas that previously had no environment conditioning. The adjustments included in the IGA for this project on account of such issues are outlined in Attachment 6.1.

Section 13. Customer Responsibilities: Customer acknowledges that it has an integral role in achieving Energy Savings and agrees to perform the following responsibilities:

- a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify Contractor of the repair and /or replacement, but no later than within fourteen (14) calendar days from the commencement thereof;
- b. Make available to Contractor upon its request copies of maintenance records and procedures regarding maintenance of the Premises;
- c. Promptly provide Contractor with notice of system and building alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, automatic door operation, structural, occupancy sensors, photocell/timer control of exterior lighting and heat recovery systems;
- d. Provide to Contractor true, accurate and complete copies of all energy related bills within ten (10) days after Customer's receipt of such bills, or provide electronic access to such data. ;
- f. During the Term of the Agreement, repairs, adjusts or programing of equipment, systems, and/or controls covered by this Agreement or affecting the equipment, systems, and/or controls covered by this Agreement will be performed by qualified personnel only, except in the event of an emergency, in which event Customer shall immediately notify Contractor of the existence of the emergency no later than within twenty-four (24) hours of the commencement of the emergency condition.

Section 14. Exclusions from Contractor's Responsibilities: Contractor shall not be responsible for any of the following:

- a. Any shortfalls in Energy Savings, failure to satisfy the Energy Savings Guarantee, or for loss, damage or malfunction to equipment, systems, controls or building(s) structures resulting from non-Contractor personnel or subcontractors examining, adjusting or repairing equipment, systems, or controls;
- b. Any failure of Customer to achieve or realize Operational Savings;
- c. Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on equipment;
- d. Problems or damages caused by utility service or damage sustained by equipment or systems;
- e. Furnishing any items of equipment, material, or labor, or performing tests recommended or required by insurance companies or federal, state, or local governments; and
- f. Failure or inadequacy of any structure or foundation supporting or surrounding equipment or work or any portion thereof.

Section 15. Independent Audit: The Owner shall have the right to retain, at its own expense, an independent consultant to complete and submit to the parties a review of the calculations of Energy Cost Savings made pursuant to this Agreement. Any review so performed must use and incorporate the same methods, procedures, and assumptions as contained in this Agreement and used by Contractor to perform the calculations undergoing an audit pursuant to this Section. Any payments between the parties necessary to resolve an irregularity identified in the review shall be made within thirty days after submission of the review to the parties. If, after thirty days, the parties are unable to agree upon the adjustment, the matter shall be submitted to resolution pursuant to Section 3.01.

Attachment 6.1 *Lighting*

1.0 Agreed Upon Parameters

The following are mutually agreed upon parameters that form the basis of this performance guarantee. These parameters are hereby stipulated for the purposes of this Agreement as fact and will not be measured, monitored, or adjusted.

This performance guarantee applies to the high efficiency lighting retrofit ECM at the following buildings (and further detailed in the Scope of Work, Attachment 4.

- Bourne High School
- Bournedale Elementary School
- Bourne Middle School
- School District Office
- Maintenance Garage
- Maintenance Building
- Sagamore Fire Station #3
- Bourne Town Hall
- Dept. of Natural Resources
- ISWM Garage
- Fire Station #1
- Head of the Bay Pump
- Taylor's Point Marina H&L
- Archives Building

The lighting fixtures operate and consume energy as per the Lighting Audit worksheet. The lighting audit worksheet are based on extensive survey, data logging and analysis of lighting fixtures and operating hours. The Customer and Trane collaboratively agreed upon its assumption and results throughout the modeling process.

2.0 **Pre-Retrofit Measurements**

The following describes the methodology for proving per-fixture wattage of each existing lighting fixture <u>prior to</u> <u>the installation</u> of energy efficient lighting equipment. Actual wattage measurements will be taken to validate the pre-retrofit wattage as represented in the lighting audits and analyses performed to date.

a) <u>Measurement Methodology:</u>

Trane has proposed to retrofit the existing fixtures with energy efficient products and occupancy sensors in applicable areas as outlined in Attachment 4, Scope of Work. The purpose of this section is to validate the wattage assumed in these estimates through actual measurement.

Several different types of existing fixtures were encountered during the detailed survey. Table 1 lists a brief description of each existing fixture type, the proposed retrofit for each fixture type, fixture quantities, the existing fixture type power consumption, and the proposed fixture type power consumption.

To validate the wattage estimates of the existing fixtures, Trane will measure the actual wattage consumed by a sample of majority fixture types. This measurement will occur one-time prior to the retrofit. A qualified electrician will take the measurements, witnessed by the Customer or its representative (at its option) and Trane, and will record the results. Fixtures not being retrofitted will not be measured. A statistically significant sample of major fixture types will be measured to provide 10% precision and 90% confidence.

b) <u>Pre-Retrofit Fixture Table:</u>

For the purposes of this Agreement, the lighting fixture pre- and post-retrofit quantities were surveyed by Trane and these quantities are collaboratively agreed upon by the Customer and Trane.

Trane reserves the right to adjust the baseline for the pre- and post-retrofit quantities to reflect actual quantities and types of fixtures encountered during the retrofit. However, the energy use savings expected to be achieved will not be less than the energy use savings represented by the difference in consumption between the fixtures and quantities in the pre-retrofit Table 1 of this Attachment and the post-retrofit Table 1 in this Attachment.

The following table illustrates the pre-retrofit (existing) fixtures and for the purposes of this Agreement is stipulated and hereby collaboratively agreed to by the Customer and Trane.

		Qua	ntity	Watts		
Existing Fixture	Proposed Fixture	Е	Р	Е	Р	
13W CFL PinBase 12" Surface Drum	11" LED Ceiling Mount Drum	2	2	15	16	
Downlight/CFL Pin Base/24.0W/1 Lamp - Electronic/1 Ballast/6 in/Round/Vertical/Recessed	9W PL Plug-in Hybrid 4000K	7	7	26	9	
(2) 13W CFL PinBase 12" Surface Drum	11" LED Ceiling Mount Drum	2	2	30	16	
Decorative Indoor/T8 Fluorescent/2 ft/17.0W/2 Lamp - Electronic/0.88 NBF/1 Ballast	Relamp to TWO Type-C 2' LED tubes, new LED Driver	2	2	31	16	
2x2 2-Lamp 14W T5 Double Basket Recessed Troffer	2x2 Troffer Fixture w/ Adaptable Controls	225	225	34	26	
42W CFL Pin Base Surface Fixture	16.5W Vertical Plug in G24q/G24d Ballast By-pass	22	22	44	17	
(2) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	1	1	50	16	
(2) 24W CFL PinBase Recessed Can	TWO 9W PL Plug-in Hybrid 4000K	3	3	52	18	
2' 2-Lamp 20W T12 Wall Mount Vanity	Relamp to TWO Type-C 2' LED tubes, new LED Driver	1	1	56	16	
4' 2-Lamp 32W Fume Hood Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	90	90	59	25	

Table 1 : Pre- and Post-Retrofit Light Fixtures

4' 2-Lamp 34W T12 Wrap	Relamp TWO Type-C 4' LED tubes, new LED Driver	35	35	72	25
2x2 2-Lamp 40W Biax Recessed Troffer Single Basket	2x2 Troffer Fixture w/ Adaptable Controls	4	4	72	26
(3) 23W CFL Screw-in Surface Drum	11" LED Ceiling Mount Drum	6	6	75	16
2x2 3ULamp 31W Recessed Troffer Parabolic	2x2 Troffer Kit w/ Adaptable Controls	1	1	81	22
(2) 42W CFL PinBase Highbay	TWO 24W A23 E26 LED Lamp 120-277V Dimmable	6	6	88	48
4' 2 Lamp 40W T12 Strip	Relamp TWO Type-C 4' LED tubes, new LED Driver	20	20	94	25
(4) 23W CFL Screw-in Square Surface Fixture	11" LED Ceiling Mount Drum	1	1	100	16
LED 4' 4-Lamp T5 TLED Highbay	24,000 Lumen High Bay with Adaptable Controls	24	24	120	140
LED 2x4 6 TLED T8 Highbay Aircraft Cable	24,000 Lumen High Bay with Adaptable Controls	58	58	138	140
(4) 42W CFL PinBase Highbay	24,000 Lumen High Bay with Adaptable Controls	12	12	176	140
LED 2x4 6 TLED T5 Highbay Aircraft Cable	24,000 Lumen High Bay with Adaptable Controls	18	18	180	140

3.0 Post-Retrofit Measurements

The following describes the methodology for proving per-fixture wattage reductions as a result of the installation of energy efficient lighting equipment. Actual wattage measurements are taken to validate the post-retrofit wattage as represented in the lighting audit and analyses performed to date.

a) <u>Measurement Methodology</u>:

Trane has proposed to either install new fixtures or retrofit existing fixtures with energy efficient products. The detailed survey/scope of work incorporated herein illustrates the types of retrofits installed and estimates the wattage of the retrofits. The purpose of this section is to validate these estimates through actual wattage measurement.

To validate the wattage estimates of the new fixtures, Trane will measure the actual wattage consumed by a sample of fixtures. This measurement will occur one-time following the retrofit. A qualified electrician will take the measurements, witnessed by the Customer or its representative (at its option) and Trane, and record the results. A statistically significant sample of major fixture types will be measured to provide 10% precision and 90% confidence. It is anticipated that the measurements will be completed and documented within 60 days of completion of the lighting retrofit.

Note: It is advisable that an appropriate representative of the Customer be present to witness the measurements.

4.0 **Pre- and Post-Retrofit Lighting Hours**

Trane calculated energy savings for this measure using lighting audit spreadsheets and TRACETM 700. The lighting operating schedules and hours were developed based on information collected during the RFP, IGA, and based on data logging of occupancy and lighting in various areas. The lighting operating schedules and hours used in the calculations are hereby stipulated for the purposes of this Agreement as fact and will not be further measured, monitored, or adjusted.

5.0 Computation of Energy Savings

The following describes the methodology for computing actual energy use savings based on verified wattage and presents the calculated and guaranteed Energy Use Savings.

a) <u>Computation and Presentation of Energy Use Savings:</u>

Once the post-retrofit wattages have been established and documented, the values will be inserted in the as-built line by line lighting spreadsheet. These actual values will supersede the estimated values currently represented in the spreadsheet. Hence, the resulting spreadsheets will represent the "as-built" conditions.

The spreadsheet is then compared to the TRACETM 700 model utilizing the agreed upon fixture quantities, measured pre- and post-retrofit fixture wattage, and current and future hours of operation.

b) <u>Net Effect of Lighting Wattage Reduction on Air Conditioning Costs:</u>

The TRACETM 700 program was used to determine the effect of the lighting retrofit on heating and cooling costs. The TRACETM 700 model can determine what the reduced load on the existing chiller and cooling equipment and the increased load on the existing boiler and heating equipment will be. The savings are then calculated by comparing the original model reflecting the existing facility and its current cooling and heating plants with the model reflecting the reduced lighting load and, therefore, the reduced cooling load and increased heating load.

The building simulation will only be re-run if the total measured wattage reduction is more than 10% less than the projected wattage reduction. If the total measured wattage reduction is within 10% of the projected, it is considered within an acceptable tolerance based on Trane's conservative safety factors for this ECM. If the energy model is re-run, the simulation reflecting the measured wattage reduction will be compared to the simulation reflecting the pre-retrofit operation. This yields actual annual energy use savings, consistent with the original engineering analysis, and the energy models which were validated by the correlation to the actual utility data for the Customer.

c) <u>Presentation of Savings:</u>

Calculated energy savings are summarized in Attachment 6.0 "Energy and Operational Savings", Table 2 – Annual Energy Savings Guarantee.

Attachment 6.2 Guarantee Building Envelope Improvement

1.0 Agreed Upon Parameters

The following are mutually agreed upon parameters that form the basis of this performance guarantee. These parameters are hereby stipulated for the purposes of this Agreement as fact and will not be further measured, monitored, or adjusted.

This performance guarantee applies to the ECM involving the installation of weather stripping and sealants (i.e., building envelope improvements) at following buildings.

- Bourne High School
- Bournedale Elementary School
- Bourne Middle School
- School District Office
- Sagamore Fire Station #3
- Bourne Town Hall
- Veterans Community Center
- DPW Building
- Jonathan Bourne Public Library
- Fire Station #1

2.0 Pre-Retrofit Measurements

The following data is presented for use in the calculation of energy use savings. For the purposes of this Agreement, the data is stipulated as fact and will not be further measured, monitored, or adjusted.

Heat Loss Due to Infiltration:

Air flow through general cracks and gaps in the building fabric is a function the size and structure of the opening and the pressure difference acting across it.

The ASHRAE Handbook of Fundamentals provides the following method for infiltration calculation:

 $Q = A \cdot C \cdot (\Delta P)^n$

Where:

- Q infiltration rate cfm
- A Surface area of an opening or $crack sq. in^2$
- C Flow coefficient, this is related to the size and structure of the opening
- ΔP Pressure difference build up by the wind and stack effect– in. water
- n Flow exponent (indicates the degree of turbulence). An 'n' value of 0.5 represents fully turbulent flow and '1.0' represents fully laminar flow. The typical 'n' value for whole buildings is 0.66.

The theory used is based on Bernoulli's theorem and the relationship between the pressure and the velocity interchangeability:

$$\Delta P = \frac{\rho \cdot V^2}{2g_c}$$

Where:

- $\rho density of air lb_m/ft^3$
- V wind velocity ft/s
- g_c gravitational proportionality constant 32.2 lbm*ft/lbf*s²

For building with 4 stories or more, we are considering the stack pressure difference:

$$\Delta P_s = C_1 \cdot \rho_o \cdot \frac{T_i - T_o}{T_i} \cdot g \cdot (H_{NPL} - H)$$

Where:

• ΔP_{S} - Difference, (Indoor - Outdoor) Stack Press (in.wg)

- C_1 Conversion Factor = 0.00598 (in.wg . ft.sec2/lbm)
- ρ₀ Outdoor Air Density at Outdoor Air Temp, lbm/ft3
- g Gravitational constant, (ft/s²)
- T_{in} Indoor temperature, (°R)
- T_o Outdoor temperature, (°R)
- H_{NPL} Neutral Pr. Plane above Ref Plane, (ft)
- H Building Height above Reference Plane, (ft)

The total energy requirements for heating must allow for the heat lost through the building shell and the heat lost to air passing through the building. Outdoor air introduced into a building constitutes a large portion of the total space-conditioning (heating, cooling) load, which is one reason to limit air exchange rates in buildings to the minimum required. Air exchange increases a building's thermal load in several ways. First, incoming air must be heated or cooled from the outdoor air temperature to the indoor or supply air temperature.

The rate of energy consumption by this sensible heating or cooling is given by:

$$q_s = 60 \cdot Q \cdot \rho \cdot c_p \cdot \Delta t$$

Where:

- 60 conversion from hours to min min/h
- $\bullet \quad q_s sensible \ heat \ load Btu/h$
- Q airflow rate cfm
- $\rho air density lb_m/ft^3$
- c_p specific heat of air Btu/lb_m·°F
- Δt temperature difference between interior and exterior °F

This equation is commonly presented as follows: $q_s = 1.08 \cdot Q \cdot \Delta t$

Energy cost for infiltration losses can be calculated using the formula below:

Energy Cost for Heating (\$) = $\frac{1.08 \cdot Q \cdot HDD \cdot 24 \cdot \frac{1}{\eta} \cdot C_{ng}}{100\ 000}$ Energy Cost for Cooling (\$) = $\frac{1.08 \cdot Q \cdot CDD \cdot 24 \cdot \frac{1}{COP} \cdot C_{ee}}{3\ 412.3}$

Where:

- Q infiltration rate cfm
- HDD and CDD heating and cooling degree days $^{\circ}F$
- η efficiency of the heating unit
- C_{ng} price of natural gas \$/therm
- COP coefficient of performance for the cooling unit
- C_{ee} price of electrical energy kWh
- 100 000 conversion from btu to therm btu/therm
- 3 412.3 conversion from btu to kWh btu/kWh

3.0 Post-Retrofit Measurements

Trane has completed an engineering analysis for this conservation measure as documented in the line-by-line building envelope audit spreadsheet. The energy savings are due to the building envelope improvements and resulting decreased infiltration as calculated in the line-by-line building envelope audit spreadsheet provided in the Scope of Work.

Energy savings for this measure will be mutually agreed upon, on the basis of as-built documentation, photos and customer inspections demonstrating completion of the building envelope improvements included in the original line by line building envelope audit worksheet.

After the first Guarantee Year measurement and verification under mutually agreed, this measure will be mutually agreed upon without further measurement for the balance of the Guarantee Term.

4.0 Computation of Energy Savings

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 6.3 Guarantee *Controls*

1.0 Applicability:

This performance guarantee applies to the Energy Conservation Measures involving new HVAC systems and controls:

• ECM: Controls

The above measure will be installed at the following schools and town buildings.

- Bourne High School (BHS)
- Bournedale Elementary School (BES)
- Bourne Intermediate School (BIS)
- Bourne Middle School (BMS)
- Sagamore Fire Station #3 (SFS)
- Veterans Community Center (VCC)
- Fire Station #1 (FS1)

2.0 Pre-Retrofit Measurements

The pre-retrofit consumption data was established utilizing the following methodology.

Measurement Methodology:

The measurement methodology for these ECMs used TRACE[™] 700 / TRACE 3D Plus building energy analysis software for BHS, BIS, BMS and VCC and spreadsheet calculation for BIS, SFS, and FS1 to model the energy consumption of the buildings based on conditions documented during the IGA. Known parameters such as local weather data, building envelope, internal building loads, occupancy and equipment schedules, percent outside air, and other relevant parameters were all utilized in modeling the base case. The accuracy of the pre-retrofit baseline model was validated with meter data collected during this IGA investigation. The existing conditions are stipulated and will not be measured.

3.0 Post-Retrofit Measurements

Trane has completed an engineering analysis for this conservation measure using the TRACETM 700/ TRACE 3D Plus / Engineering spreadsheet. Energy use savings due to this conservation measure are related to following improvements and control strategies within each the building.

Controls – Energy Saving Strategies	BHS	BES	BIS	BMS	SFS	VCC	FS1
Time-of-day scheduling and night setbacks	Х	Х	Х	Х	Х	Х	Х
Optimal start/stop	Х	Х	Х	Х	Х	Х	Х
Optimize economizer controls (unit ventilators)	Х	Х		Х	Х	Х	Х
Optimize fan and pump speed (VFD) controls	X	Х		X		X	
Night Setback	Х	Х	Х	Х	Х	Х	
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Demand Control Ventilation	Х	Х	Х				

The table below summarizes the proposed occupied and unoccupied times and room/space temperature setpoints used in the TRACETM 700 energy software to model the building. It should be noted that the above setpoints are user-changeable and it is the customer's responsibility to maintain these setpoints.

					Existing Heating		Existing Cooling		Proposed Heating		Proposed Cooling	
Facility	Hours of Operatio n, based on RFQ	Occupancy Schedule, in the IGA	Existing Equipme nt Run Hours	Proposed Equipment Run Hours	Occupie d Temp	Unoccupi ed Temp	Oc cu pie d Te mp	Unoccup ied Temp	Occupi ed Temp	Unoccup ied Temp	Occupi ed Temp	Unoccup ied Temp
High School	7AM- 3PM	7 AM to 3 PM M-F during school year 9AM-1PM M-F during break; Gym, Aud used till 7 pm	24 hrs/7 days	Non Summer Wkdy: 7am-5pm Summer: Wkdy: 7am-5pm	70F	70F	72 F	75F	70F	64F	72F	85F
Middle School	7:30- 3:30	7 AM to 3:30 PM M-F during school year 9AM-1PM M-F during break	Wkdy: 6am- 6pm Same Year Round	Non Summer Wkdy: 7am-5pm Summer: Wkdy: 7am-5pm	70F	60F	75 F	81F	70F	60F	75F	81F
Comm unity Center	8:30am - 5pm	7am to 10pm M- Thurs 7am to 5:30pm Fri	Wkdy: 8am- 10pm Sat: 8am- 5pm	Wkdy: 8am-10pm Sat: 8am- 5pm	72F	72F	72 F	72F	70F	60F	75F	85F
Elemen tary School	8AM- 4PM	8 AM to 4 PM M-F during school year 9AM-1PM M-F during break	Wkdy: 5am- 6pm	Wkdy: 7am-4pm	72F	68F	70 F	78F	70F	60F	75F	81F
Fire Station 3*	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	72F	72F	72 F	72F	72F	68F	72F	75F
Fire Station 1	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	24 hrs/7 days	72F	72F	72 F	72F	72F	72F	72F	72F
Interme diate School	8AM- 4PM	7 AM to 4 PM M-F during school year 9AM-1PM M-F during break	Wkdy: 5am- 6pm	Wkdy: 5am-6pm	70F	60F	72 F	80F	70F	59F	72F	85F

Trane will document, within 90 days after the commissioning is complete, that the proposed HVAC control strategies have been programmed for the applicable areas and systems per the Scope of Work.

Trend logs will be documented during the year. The following control points will be trended as a part of validation. In order for Trane to collect the trend reports, customer will allow remote access to their control system to Trane.

If remote access to the BAS is compromised, then Trane will assume that system is operating per design intent and no trend log will be collected and savings will be stipulated.

- 1. Occupied/unoccupied space temperatures for each applicable building.
- 2. Building Schedule Report to verify occupied and unoccupied hours.

These validation reports will be created after installation and annually thereafter for the term of the Agreement.

4.0 <u>Computation of Energy Savings</u>

Following implementation, The BAS will be used to generate a report showing the occupied setpoints are being maintained, the units are being turned off or cycled as possible. This report will consist of one week trending logs annually during the term of the Agreement and will constitute the documentation showing the system saves the amount of energy predicted by the TRACETM 700 building simulation.

Once the true operating conditions and control strategies have been observed, a comparison will be performed to determine the amount of variance between the agreed to operating conditions presented in Table 3 and the actual operating conditions. If needed, a baseline adjustment will be made to compensate for additional runtimes by adjusting the original model to reflect the new temperatures and/or runtimes.

Trane will enter the true monitored hours of setback into the TRACETM 700 / TRACE 3D / Engineering spreadsheet software file previously utilized to calculate savings based on the projected (future) operation. The building simulation will only be re-run if the number of daily setback hours differ from the previous simulation by more than 20% or the actual unoccupied space temperatures vary from the projected temperatures by more than ± 3 degrees.

If the actual runtimes differ from the previous simulation by less than or equal to 20% or the actual space temperatures vary by less than \pm 3 degrees, it is considered to be within an acceptable tolerance based on Trane's conservative safety factors for this energy conservation measure. If the energy model is re-run, the simulation reflecting the actual runtimes will be compared to the simulation reflecting the pre-retrofit operation. This yields actual annual energy use savings, consistent with the original engineering analysis and the energy model, which was validated by its correlation to the actual utility data for each school.

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 6.4 Guarantee Mechanical Insulation

1.0 Agreed Upon Parameters

The following are mutually agreed upon parameters that form the basis of this performance guarantee. These parameters are hereby stipulated for the purposes of this Agreement as fact and will not be further measured, monitored or adjusted.

This performance guarantee applies to the ECM involving the installation of mechanical insulation at the following buildings (and further detailed in Scope of Work, Attachment 4).

- Bourne High School
- Bournedale Elementary School
- Bourne Middle School
- School District Office
- Veterans Community Center
- DPW Building
- Jonathan Bourne Public Library
- Archives Building

Heat Loss Due to Inadequate Insulation on Mechanical Systems:

Minimum insulation levels for ductwork and piping are often dictated by energy codes, many of which are based on ASHRAE Standards 90.1.

The heat loss is a function of the existing insulation thickness, thermal conductivity of the pipe, thermal conductivity of the insulation, surface temperature, and ambient temperature in the room where the mechanical system is located. The calculation of energy savings that result from the insulation improvements is adjusted to account for useful heat loss from the existing mechanical systems that provides useful heat inside the building,

The following is the heat loss calculation for mechanical systems, including piping, valves and fittings:

Q = K * Delta T / (L + K/Ht)

Where:

- Q = Heat loss (BTU/Hr. / Sq. Ft.)
- K = Bare Thermal Conductivity (STL and C.I. = 26.9)
- K = Insulated Thermal Conductivity (T.M.=.525)
- L = Insulation Thickness
- Delta T = Surface Temp Ambient Temp.
- Ht = Combined Coefficients (300 Deg F. = 3.2)
- (Radiation, Convection, & Conduction)

Valve surface areas are based on ASTM C1129, Table 1 "Standard Practice for Estimation of Heat Savings by Adding Thermal Insulation to Bare Valves and Flanges"

Nominal Pipe Size	ANSI class 150 bare gate
(in)	valve surface area (ft2)
1	1.1
1.5	1.7
2	2.2
2.5	3.0
3	3.4
4	4.7
6	7.0
8	10.3
10	13.8
12	16.1
14	22.8
16	27.6
18	31.7
20	37.7
24	49.1
30	72.2
36	107.3

Proposed insulation thickness and insulation conductivity are based on ASHRAE Standard 90.1.

	ASHRAE 90.1-2010									
	Insul	ation Conductiv	ity	Nominal Pipe or Tube Size (in)						
Fluid Operating Temp Range (⁰ F) & Usage	Thermal Conductivity (Btu-in/hr- ft ²⁻⁰ F)	Avg. Thermal Conductivity (Btu-in/hr- ft ²⁻⁰ F)	Mean Rating Temp (⁰ F)	< 1	1 to < 1.5	1.5 to < 4	4 to < 8	<u>≥</u> 8		
					Insulati	on Thickn	ess (in)			
> 350	0.32-0.34	0.33	250	4.5	5.0	5.0	5.0	5.0		
251-350	0.29-0.32	0.305	200	3.0	4.0	4.5	4.5	4.5		
201-250	0.27-0.30	0.285	150	2.5	2.5	2.5	3.0	3.0		
141-200	0.25-0.29	0.27	125	1.5	1.5	2.0	2.0	2.0		
105-140	0.22-0.28	0.25	100	1.0	1.0	1.5	1.5	1.5		

Applicable surface temperatures are based on the type of medium as indicated in the following table.

Type of Medium	Description	Supply Temp (⁰ F)
LPS	Low Pressure Steam	205
MTHW	Medium Temperature Hot Water	185

2.0 Pre-Retrofit Measurements

The following data is presented for use in the calculation of energy use savings. For the purposes of this Agreement, the data is stipulated as fact and will not be measured, monitored or adjusted.

Building	Room Type	Room	Item Location	Component	Fluid Type	Fluid Temp	Nominal Pipe Dia (") or Tank Surface Area	Qty or Length / Size	Units
Archives	Mech	Boiler Room		Condensate Tank	Cond	165°F	18 5/6	1	Units
Building	Room								
Archives Building	Mech Room	Boiler Room		Straight Pipe	Cond	165°F	2	7	LF
Archives Building	Mech Room	Boiler Room		90 Degree Elbow	Cond	165°F	2	3	Units
Archives Building	Mech Room	Boiler Room		45 Degree Elbow	Cond	165°F	2	1	Units
Archives Building	Mech Room	Boiler Room		T Intersection	Cond	165°F	2	1	Units
Archives Building	Mech Room	Boiler Room		Ball valve	Cond	165°F	2	1	Units
Archives Building	Mech Room	Boiler Room		Straight Pipe	Cond	165°F	1 1/4	12	LF
Archives Building	Mech Room	Boiler Room		90 Degree Elbow	Cond	165°F	1 1/4	5	Units
Archives Building	Mech Room	Boiler Room		Ball valve	Cond	165°F	1 1/4	1	Units
Archives Building	Mech Room	Boiler Room		Steam Trap	Cond	165°F	1 1/4	1	Units
Archives Building	Mech Room	Boiler Room		Straight Pipe	Cond	165°F	3/4	12	LF
Archives Building	Mech Room	Boiler Room		90 Degree Elbow	Cond	165°F	3/4	9	Units
Archives Building	Mech Room	Boiler Room		Straight Pipe	LPS	205°F	2	3	LF
Archives Building	Mech Room	Boiler Room		90 Degree Elbow	LPS	205°F	2	10	Units
Archives Building	Mech Room	Boiler Room		45 Degree Elbow	LPS	205°F	2	1	Units
Archives Building	Mech Room	Boiler Room		T Intersection	LPS	205°F	2	2	Units
Archives Building	Mech Room	Boiler Room		Straight Pipe	LPS	205°F	3	2	LF
Archives Building	Mech Room	Boiler Room		90 Degree Elbow	LPS	205°F	3	6	Units
Archives Building	Mech Room	Boiler Room		T Intersection	LPS	205°F	3	4	Units

The following table summarizes existing mechanical systems with areas of inadequate insulation.

Archives	Mech	Boiler Room		Gate Valve	LPS	205°F	3	1	Units
Building	Room								
	26.1	D 11 D		71	I DC	20.505			** *
Archives	Mech	Boiler Room		Flange	LPS	205°F	3	1	Units
Building	Room								
Archives	Mech	Boiler Room		Gate Valve	LPS	205°F	2	1	Units
Building	Room	Boner Room		Suite Fuire	115	200 1	-	1	onno
8									
School	Mech	Boiler Room		Straight Pipe	MTHW	185°F	1 1/2	8	LF
Admin	Room								
Building									
School	Mech	Boiler Room		90 Degree Elbow	MTHW	185°F	1 1/2	3	Units
Admin	Room								
School	Mech	Boiler Room		45 Degree Elbow	MTHW	185°F	1.1/2	1	Unite
Admin	Room	Boner Room		45 Degree Lloow	141111 44	105 1	1 1/2	1	Onits
Building	ricom								
School	Mech	Boiler Room		T Intersection	MTHW	185°F	1 1/2	11	Units
Admin	Room								
Building									
School	Mech	Boiler Room		Straight Pipe	MTHW	185°F	1 1/4	5	LF
Admin Decilding	Room								
Sahaal	Maah	Dailar Daam		00 Deeree Elberry	MTHW	105°E	1.1/4	5	Linita
Admin	Room	Boller Koolli		90 Degree Elbow	IVI I II W	165 F	1 1/4	3	Units
Building	Room								
School	Mech	Boiler Room		45 Degree Elbow	MTHW	185°F	1 1/4	1	Units
Admin	Room			- 0					
Building									
School	Mech	Boiler Room		T Intersection	MTHW	185°F	1 1/4	1	Units
Admin	Room								
Building	26.1	D 11 D				10.505		1.5	
School	Mech	Boiler Room		Straight Pipe	MTHW	185°F	I	15	LF
Building	Room								
School	Mech	Boiler Room		90 Degree Flbow	MTHW	185°F	1	6	Units
Admin	Room	Boner Room		Jo Degree Eloow		105 1	1	Ŭ	onno
Building									
School	Mech	Boiler Room		45 Degree Elbow	MTHW	185°F	1	1	Units
Admin	Room								
Building									
School	Mech	Boiler Room		TIntersection	MTHW	185°F	1	3	Units
Admin Building	Room								
School	Mech	Boiler Room		Straight Pine	MTHW	185°F	3/4	75	IF
Admin	Room	Boller Room		Strangint i pe		105 1	5/4	15	LI
Building									
School	Mech	Boiler Room		90 Degree Elbow	MTHW	185°F	3/4	36	Units
Admin	Room								
Building									
School	Mech	Boiler Room		45 Degree Elbow	MTHW	185°F	3/4	4	Units
Admin	Room								
School	Mech	Boiler Boom		T Intersection	МТНЖ	182°E	3//	2	Unite
Admin	Room	Boner Room		1 Intersection	101111100	105 1	5/4	2	Onits
Building									
School	Mech	Boiler Room		In-Line Pump	MTHW	185°F	3/4	6	Units
Admin	Room								
Building									
School	Mech	Boiler Room		Gate Valve	MTHW	185°F	3/4	10	Units
Admin Duildig	Room								
Building	Mc-1	Dailer D -		Dall val	A ALTERNA	19505	2/4	2	TT-14
Admin	Room	Boller Room		Ball valve	MIHW	183°F	5/4	5	Units
Building	Room								
0	1	1	I			1		1	1

School	Mech	Boiler Room		Air Scoop	MTHW	185°F	1 1/2	1	Units
Admin	Room								
DPW	Mech	Boiler Room		Butterfly Valve	MTHW	185°E	3	14	Unite
Building	Room	Boller Room		Buttering valve	IVI I I I VV	105 1	5	14	Ollits
DPW	Mech	Boiler Room		Flange	MTHW	185°F	3	24	Units
Building	Room								
DPW	Mech	Boiler Room		Check Valve	MTHW	185°F	3	2	Units
Building	Room								
DPW Duilding	Mech	Boiler Room		Flex Fitting	MTHW	185°F	3	4	Units
Dunung	Room								
DPW	Mech	Boiler Room		In-Line Pump	MTHW	185°F	3	2	Units
Building	Room								
DPW	Mech	Boiler Room		Strainer	MTHW	185°F	3	4	Units
Building	Room								
DPW	Mech	Boiler Room		Straight Pipe	MTHW	185°F	1 1/2	6	LF
Building	Room								
DPW	Mech	Boiler Room		In-Line Pump	MTHW	185°F	1 1/2	2	Units
Building	Room			1					
DPW	Mech	Boiler Room		Flange	MTHW	185°F	1.1/2	2	Units
Building	Room			1 milge		100 1	1.1/2	-	0 millo
DPW	Mech	Boiler Room		Fley Fitting	MTHW	185°F	1 1/2	2	Unite
Building	Room	Boller Roolli		T lex T luing	IVI I I I VV	105 1	1 1/2	2	Onits
Doumodolo	Maah	Doilor Doom		Dutterfly: Volve	MTHW	1959E	2 1/2	4	Unita
Elementary	Room	Boller Koom		Butterily valve	MIHW	185°F	2 1/2	4	Units
School									
Bournedale	Mech	Boiler Room		Flange	MTHW	185°F	2 1/2	6	Units
School	Room								
Bournedale	Mech	Boiler Room		Straight Pipe	MTHW	185°F	2 1/2	6	LF
Elementary	Room								
Bournedale	Mech	Boiler Room		90 Degree Elbow	MTHW	185°F	2 1/2	2	Units
Elementary	Room								
Bournedale	Mech	Boiler Room		Flange	MTHW	185°F	4	2	Units
Elementary	Room			6					
School	Mech	Boiler Room	numps	Suction Diffuser	MTHW	185°F	3	2	Unite
Elementary	Room	Boller Roolli	pumps	Suction Diffuser	IVI I I I VV	105 1	5	2	Onits
School		D 11 D		T 1 D . V 1		10.505			** *
Bournedale	Mech Room	Boiler Room	pumps	Triple Duty Valve	MTHW	185°F	3	2	Units
School	Room								
Bournedale	Mech	Boiler Room	pumps	Flex Fitting	MTHW	185°F	3	4	Units
School	Room								
Bournedale	Mech	Boiler Room	pumps	Flange	MTHW	185°F	3		Units
Elementary	Room								
Veterans	Mech	Boiler Room		Straight Pipe	MTHW	185°F	3	2	LF
Community	Room								
Veterana	Mach	Boiler Poom		00 Degree Fibow	MTUW	182°E	2	1	Unita
Community	Room	Bollei Koolli		50 Degree Elbow	IVI I FI W	103 F	5	1	Units
Center									

veteralis	Mech	Boiler Room		45 Degree Elbow	MTHW	185°F	3	1	Units
Community	Room								
Center									
Veterans	Mech	Boiler Room		Butterfly Valve	MTHW	185°F	3	1	Units
Community	Room								
Center		D 11 D				10.505	2		** •
Veterans	Mech	Boiler Room		Flange	MTHW	185°F	3	2	Units
Community	Room								
Venter	N 1	D I D			MTHIN	10505	2	1	TT '4
Veterans	Mech Baam	Boller Room		Air Scoop	MIHW	185°F	3	1	Units
Contor	Room								
Veterone	Maah	Dailar Daam		Chaolt Value	MTHW	105°E	2	1	Linita
Community	Room	Boller Koolli		Check valve	101111100	105 1	5	1	Onits
Center	Room								
Veterans	Mech	Boiler Room		Flange	MTHW	185°F	3	2	Units
Community	Room	Boner Room		Thinge		105 1	5	-	Omto
Center	Room								
Veterans	Mech	Boiler Room	numns	Flange	MTHW	185°F	3	12	Units
Community	Room	Doniel Room	Pamps	1 migo		100 1	5		omio
Center									
Veterans	Mech	Boiler Room	pumps	Flex Fitting	MTHW	185°F	3	2	Units
Community	Room		1 1	e					
Center									
Veterans	Mech	Boiler Room	pumps	Suction Diffuser	MTHW	185°F	3	2	Units
Community	Room								
Center									
Veterans	Mech	Boiler Room	pumps	Pipe Reducer	MTHW	185°F	3	2	Units
Community	Room								
Center									
Library	Mech	Boiler Room		Air Seperator Tank	MTHW	185°F	17.6625	1	Units
	Room								
						10.000			
Library	Mech	Boiler Room		Flange	MTHW	185°F	4	7	Units
	Room								
T 1	M 1	D 1 D		C	MTTINU	10500	4	1	TT '4
Library	Mech	Boiler Room		Strainer	MTHW	185°F	4	1	Units
Library	Mech Room	Boiler Room		Strainer	MTHW	185°F	4	1	Units
Library	Mech Room	Boiler Room		Strainer	MTHW	185°F	4	1	Units
Library Library	Mech Room Mech	Boiler Room Boiler Room		Strainer End Cap	MTHW	185°F 185°F	4	1	Units Units
Library Library	Mech Room Mech Room	Boiler Room Boiler Room		Strainer End Cap	MTHW MTHW	185°F 185°F	4	1	Units Units
Library Library	Mech Room Mech Room	Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve	MTHW MTHW	185°F 185°F	4	1	Units Units
Library Library Library	Mech Room Mech Room Mech	Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve	MTHW MTHW MTHW	185°F 185°F 185°F	4	1	Units Units Units
Library Library Library	Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve	MTHW MTHW MTHW	185°F 185°F 185°F	4	1 1 1 1	Units Units Units
Library Library Library	Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve 90 Degree Elbow	MTHW MTHW MTHW	185°F 185°F 185°F	4	1 1 1 1 1 1	Units Units Units Units Units
Library Library Library Library	Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve 90 Degree Elbow	MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F	4	1 1 1 1 1 1	Units Units Units Units Units
Library Library Library Library	Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve 90 Degree Elbow	MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F	4	1 1 1 1 1 1 1	Units Units Units Units
Library Library Library Library Library	Mech Room Mech Room Mech Room Mech	Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve 90 Degree Elbow Check Valve	MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	4	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Units Units Units Units Units Units
Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve 90 Degree Elbow Check Valve	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4	1 1 1 1 1 1 1 1	Units Units Units Units Units Units Units
Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room		Strainer End Cap Gate Valve 90 Degree Elbow Check Valve	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	4	1 1 1 1 1 1 1 1	Units Units Units Units Units Units
Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room	pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 1 1 1 1 12	Units Units Units Units Units Units Units Units
Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room	pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 1 1 1 1 12	Units Units Units Units Units Units Units Units
Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room Boiler Room	pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Flange	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	4	1 1 1 1 1 12	Units Units Units Units Units Units Units Units
Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve	MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 1 1 1 1 12 2	Units
Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve	MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	4	1 1 1 1 1 12 2	Units
Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve	MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	4	1 1 1 1 1 12 2	Units Units Units Units Units Units Units Units Units
Library Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps	Strainer Str	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 1 1 1 1 12 2 4	Units
Library Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve Flange Flange Flex Fitting	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 1 1 1 1 12 2 4	Units
Library Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps pumps	Strainer Str	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F		1 1 1 1 12 2 4	Units
Library Library Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve Flex Fitting Check Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4	1 1 1 1 12 2 4 2	Units
Library Library Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps pumps pumps pumps	Strainer Str	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4	1 1 1 1 1 12 2 4 2	Units
Library Library Library Library Library Library Library Library	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps pumps pumps pumps pumps pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve Flex Fitting Check Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 4	1 1 1 1 12 2 4 2	Units
Library Library Library Library Library Library Library Library Bourne	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room Boiler Room	pumps pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve Flex Fitting Check Valve Bonnet	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 6	1 1 1 1 1 1 2 4 4 2 3	Units
Library Library Library Library Library Library Library Library Bourne Middle School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Boiler Room	pumps	Strainer End Cap Gate Valve 90 Degree Elbow Check Valve Flange Gate Valve Flex Fitting Check Valve Bonnet	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	4 4 4 4 4 4 4 4 4 6	1 1 1 1 1 1 2 4 2 3	Units

Bourne	Mech	Boiler Room	pumps	End Cap	MTHW	185°F	6	3	Units
Middle	Room								
School						10.505			
Bourne	Mech	Boiler Room		Check Valve	MTHW	185°F	2	3	Units
School	Room								
Bourne	Mech	Boiler Room		In-Line Pump	MTHW	185°F	2	3	Unite
Middle	Room	Bolier Room		m-Ene i unp	101111100	105 1	2	5	Onits
School	Room								
Bourne	Mech	Boiler Room		Gate Valve	MTHW	185°F	4	3	Units
Middle	Room							-	
School									
Bourne	Mech	Boiler Room		Flange	MTHW	185°F	4	6	Units
Middle	Room			e					
School									
Bourne	Mech	Boiler Room		Bonnet	MTHW	185°F	4	3	Units
Middle	Room								
School									
Bourne High	Mech	Front Boiler		Straight Pipe	MTHW	185°F	6	18	LF
School	Room	Room							
Bourne High	Mech	Front Boiler		90 Degree Elbow	MTHW	185°F	6	1	Units
School	Room	Room							
D YE I		E D I				10.505		0	** *
Bourne High	Mech	Front Boiler		TIntersection	MTHW	185°F	6	9	Units
School	Room	Room							
D II. 1	N 1				N ACTELINY	10500	(5	TT 14
Bourne High	Mech	Front Boiler		Flange	MIHW	185°F	6	5	Units
School	Room	Room							
Dauma Hish	Maah	Enort Doilor		End Con	MTHW	105°E	0	1	Linita
School	Room	Room		End Cap	MINW	165 F	0	1	Units
501001	Room	Room							
								-	
Bourne High	Mech	Front Boiler		Flange	MTHW	185°F	8	2	l nits
Bourne High School	Mech Room	Front Boiler Room		Flange	MTHW	185°F	8	2	Units
Bourne High School	Mech Room	Front Boiler Room		Flange	MTHW	185°F	8	2	Units
Bourne High School Bourne High	Mech Room Mech	Front Boiler Room Front Boiler		Flange Air Seperator Tank	MTHW	185°F 185°F	8	2	Units
Bourne High School Bourne High School	Mech Room Mech Room	Front Boiler Room Front Boiler Room		Flange Air Seperator Tank	MTHW MTHW	185°F 185°F	8 44.8392	2	Units Units
Bourne High School Bourne High School	Mech Room Mech Room	Front Boiler Room Front Boiler Room		Flange Air Seperator Tank	MTHW	185°F 185°F	8 44.8392	2	Units
Bourne High School Bourne High School Bourne High	Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler		Flange Air Seperator Tank Straight Pipe	MTHW MTHW MTHW	185°F 185°F 185°F	8 44.8392 8	2 1 12	Units Units LF
Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe	MTHW MTHW MTHW	185°F 185°F 185°F	8 44.8392 8	2 1 1 12	Units Units LF
Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe	MTHW MTHW MTHW	185°F 185°F 185°F	8 44.8392 8	2	Units Units LF
Bourne High School Bourne High School Bourne High Bourne High	Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow	MTHW MTHW MTHW MTHW	185°F 185°F 185°F	8 44.8392 8 8	2 1 12 2	Units Units Units Units Units
Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow	MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F	8 44.8392 8 8	2 1 1 2 2 2	Units Units LF Units
Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow	MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F	8 44.8392 8 8	2 1 12 2	Units Units LF Units
Bourne High School Bourne High School Bourne High School Bourne High	Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8	2 1 12 2 2	Units Units Units Units Units Units
Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8	2 1 12 2 2	Units Units Units Units Units
Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8	2 1 12 2 2	Units Units Units Units Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High	Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe	MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8 4	2 1 12 2 2 9	Units Units Units Units Units Units LF
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe	MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8 4	2 1 12 2 2 9	Units Units Units Units Units Units LF
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe	MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8 4	2 1 12 2 2 9	Units Units Units Units Units Units LF LF
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8 4 4	2 1 12 2 2 9 9	Units Units Units Units Units Units Units Units Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 8 4 4	2 1 12 2 2 9 4	Units Units Units Units Units Units Units Units Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Cate Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4	2 1 12 2 2 9 4	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4	2 1 12 2 2 9 9 4 1	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4	2 1 12 2 2 9 9 4 1	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange	MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4	2 1 12 2 2 9 9 4 1 1 2	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4	2 1 12 2 2 9 9 4 1 2	Units
Bourne High SchoolBourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4	2 1 12 2 2 9 9 4 1 2	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange Check Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4 4	2 1 12 2 2 9 4 1 2	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange Check Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4 4	2 1 12 2 2 9 4 1 2 1	Units
Bourne High SchoolBourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange Check Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4 4	2 1 12 2 2 9 4 1 2 1	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange Check Valve Butterfly Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4 4 4 4	2 1 12 2 2 9 4 1 2 1 2	Units
Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School Bourne High School	Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room Mech Room	Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room Front Boiler Room		Flange Air Seperator Tank Straight Pipe 90 Degree Elbow Butterfly Valve Straight Pipe 90 Degree Elbow Gate Valve Flange Check Valve Butterfly Valve	MTHW MTHW MTHW MTHW MTHW MTHW MTHW MTHW	185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F 185°F	8 44.8392 8 8 8 4 4 4 4 4 4 4 4	2 1 12 2 2 9 4 1 2 1 2	Units

Bourne High School	Mech Room	Rear Boiler Room	pumps	Suction Diffuser	MTHW	185°F	6	1	Units
Bourne High School	Mech Room	Rear Boiler Room	pumps	Flange	MTHW	185°F	6	2	Units
Bourne High School	Mech Room	Rear Boiler Room	pumps	Straight Pipe	MTHW	185°F	4	14	LF
Bourne High School	Mech Room	Rear Boiler Room	pumps	Butterfly Valve	MTHW	185°F	4	2	Units
Bourne High School	Mech Room	Rear Boiler Room	pumps	Check Valve	MTHW	185°F	4	1	Units
Bourne High School	Mech Room	Rear Boiler Room	pumps	Flange	MTHW	185°F	4	1	Units
Bourne High School	Mech Room	Rear Boiler Room	pumps	Suction Diffuser	MTHW	185°F	4	1	Units
Bourne High School	Mech Room	Rear Boiler Room		Straight Pipe	MTHW	185°F	6	12	LF
Bourne High School	Mech Room	Rear Boiler Room		90 Degree Elbow	MTHW	185°F	6	6	Units
Bourne High School	Mech Room	Rear Boiler Room		45 Degree Elbow	MTHW	185°F	6	1	Units
Bourne High School	Mech Room	Rear Boiler Room		T Intersection	MTHW	185°F	6	4	Units
Bourne High School	Mech Room	Rear Boiler Room		Butterfly Valve	MTHW	185°F	6	2	Units
Bourne High School	Mech Room	Rear Boiler Room		End Cap	MTHW	185°F	6	1	Units
Bourne High School	Mech Room	Rear Boiler Room		Flange	MTHW	185°F	6	7	Units
Bourne High School	Mech Room	Rear Boiler Room		Control Valve	MTHW	185°F	6	1	Units

The improvement in insulation and reduction in heat loss will be the result of the scope of work listed in the Scope of Work Attachment 4 of this contract.

3.0 Post-Retrofit Measurements

Trane has completed an engineering analysis for this conservation measure as documented in the lineby-line mechanical insulation audit spreadsheet provided in the IGA report. The energy savings are due to the mechanical insulation improvements and resulting decreased heat losses as calculated in the lineby-line mechanical insulation audit spreadsheet provided in the IGA report. Attachment 4 Scope of Work and Attachment B-3 summarize the scope of work included in the contract.

Energy savings for this measure will be mutually agreed upon on the basis of as-built documentation, photos and customer inspections demonstrating completion of the mechanical insulation repairs and improvements included in the original line by line mechanical insulation audit worksheet.

After the first Guarantee Year measurement and verification, this measure will be mutually agreed upon without further measurement for the balance of the Guarantee Term.

4.0 Computation of Energy Savings

Calculated energy savings are summarized in Attachment 6 "Energy and Operational Savings", Table 2 – Annual Energy Savings Guarantee.

Attachment 6.5 Guarantee *Boilers*

1.0 Agreed Upon Parameters:

a) Applicability:

This measure applies to the Energy Conservation Measure (ECM) involving the replacement of the existing boilers with new high efficiency systems at following buildings.

- Veterans Community Center
- Fire Station #1

Annual savings for this ECM results from the use of more efficient heating equipment.

b) Base Utility Rates:

Throughout the term of this Agreement, base utility rates are as defined in Section 8 of Attachment 6.

c) Existing Boiler Description:

The existing units have estimated thermal efficiencies as follows:

Building	Existing Boiler Efficiency
Veterans Community Center	75%
Fire Station #1	75%

This efficiency description above forms the basis of the pre-retrofit condition and is used in the TRACETM 700 (Veterans Community Center) and engineering spreadsheet (Fire Station #1) to recreate the existing natural gas consumption profile. Contractor based this building simulation on extensive survey and analysis. Its assumptions and results were validated throughout the modeling process. The results of the building simulation were tested for reasonableness and are hereby collaboratively agreed upon by the Customer and Contractor for the purposes of this Agreement.

2.0 Pre-Retrofit Consumption Data:

The pre-retrofit consumption data was established utilizing the following stipulated methodology:

a) Measurement Methodology:

TRACETM 700 and engineering spreadsheet were used to model the energy consumption of all the applicable buildings. Known parameters such as local weather data, internal building loads (people and equipment), occupancy data, utility costs, percent outside air etc. were all utilized in the modeling of the base case. Contractor based this building simulation on extensive survey and analysis. The accuracy of the pre-retrofit energy model was validated by its correlation to the actual utility data for the buildings. Its assumptions and results were collaboratively agreed upon by the Customer and Contractor throughout the modeling process and are hereby stipulated.

3.0 Post Retrofit Measurements:

The following describes the stipulated methodology for proving installation of the new high efficiency boilers.

a) Measurement Methodology for the New Boilers:

Contractor has completed an engineering analysis for this conservation measure utilizing TRACE[™] 700 and engineering spreadsheet. Essentially, the basis of this analysis compares the operation of the existing space heating boilers with those of the new high efficiency boilers. Since all external variables (weather, hours of operation, utility rates, building envelope values, occupancy, etc.) have been established and the operating efficiency of the existing boilers is as set forth in Section 1.0(c) of this Attachment 6.5, the remaining item to validate is the true heating efficiency of the new boilers.

In order to validate the efficiency of the new boilers, combustion efficiency tests witnessed by Customer Personnel, at their discretion, will be conducted annually to verify the predicted efficiency shown below:

D 111	Predicted Boiler
Building	Efficiency
Veterans Community Center	95%
Fire Station #1	92%

4.0 Computation of Savings:

The following describes the stipulated methodology for computing Energy Use Savings based on installation of the new space heating boilers at all applicable schools.

a) Computation of Energy Use Savings:

Once the new boiler combustion efficiencies have been measured, the actual annual Energy Savings will be calculated. To accomplish this, Contractor will enter the measured combustion efficiency of the new boilers into the analysis tool previously used to calculate savings based on the projected (future) operation. The building simulation will only be rerun if the tested combustion efficiency of its boilers is less than the minimum combustion efficiency threshold noted in the table below.

Building	Existing Boiler Efficiency	Minimum Efficiency Threshold
Veterans Community Center	75%	90%
Fire Station #1	75%	88.5%

If the tested combustion efficiency (%) is greater than or equal to the minimum combustion efficiency threshold noted above, the boiler's efficiency is within an acceptable tolerance based on Contractor's conservative safety factors for this energy conservation measure.

If the tested combustion efficiency (%) is less than the minimum combustion efficiency threshold, the energy savings calculation model will be rerun. If the energy calculation is rerun, the new run reflecting the actual test will be compared to the simulation run reflecting the pre-retrofit operation to yield actual annual Energy Savings which is consistent with the original engineering analysis.

b) Presentation of Energy Use Savings:

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 6.6	
Guarantee	
New HVAC	

1.0 <u>Agreed Upon Parameters:</u>

The following are mutually agreed upon parameters that form the basis of this Guarantee. These parameters are hereby recognized, for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted.

a) <u>Applicability:</u>

This performance guarantee applies to the energy conservation measure involving HVAC system replacements in the following facilities.

- Sagamore Fire Station # 3 (Calculation method $TRACE^{TM}$ 700)
- Veterans Community Center (Calculation method Engineering Spreadsheet)

Annual savings result from the use of more efficient heating/cooling equipment and more accurate scheduling of equipment runtime.

b) <u>Base Utility Rates:</u>

Throughout the term of this Agreement, base utility rates shall be per Attachment 6 Section 8.

c) <u>Annual Hours of Operation:</u>

The buildings operate as described in Section 9.0, Table 6 of Attachment 6. For the purposes of this Agreement, the annual hours of operation and the load profile for the existing systems are as identified in the $TRACE^{TM}$ 700 building modeling software or Engineering Spreadsheet analysis. The results of this effort have validated that the existing heating ventilating and air conditioning ("HVAC") systems consume energy as per the $TRACE^{TM}$ 700 building modeling software analysis or Engineering Spreadsheet analysis completed by Trane. Trane based this building simulation on extensive survey and analysis. Its assumptions were validated throughout the modeling process and are hereby collaboratively agreed upon by Customer and Trane.

2.0 <u>Pre-Retrofit Consumption Data:</u>

The pre-retrofit consumption data was established utilizing the following stipulated methodology:

a) <u>Measurement Methodology</u>:

Following table outlines the existing HVAC unit efficiency.

Facility	Equipment	Efficiency
Fire Station	30-ton Condensing Unit	9.5 EER
Community Center	RTU-1	8.7 EER
Community Center	RTU-2	8.7 EER
Community Center	Condensing Unit	8.7 EER
Community Center	Chiller	8.7 EER

TRACETM 700 building simulation software was used to model the energy consumption of the Veterans Community Center and engineering spreadsheet analysis for Fire Stations #3 facility. Known parameters such as local weather data, internal building loads (people and equipment), occupancy data, utility costs, percent outside air etc. were all utilized in the modeling of the base case. The results of this effort have validated that the existing HVAC systems consume energy as per the TRACETM 700 building modeling software analysis and engineering spreadsheet analysis completed by Trane. Trane based this building simulation on extensive survey and analysis. The accuracy of the pre-retrofit energy model was validated by its correlation to the actual utility data for applicable buildings. Its assumptions and results were collaboratively agreed upon by Customer and Trane throughout the modeling process and are hereby stipulated.

3.0 <u>Post-Retrofit Measurements:</u>

The following describes the stipulated methodology for proving installation of the new high efficiency HVAC Equipment.

a) <u>Measurement Methodology New HVAC Equipment</u>

Trane has completed an engineering analysis for this conservation measure utilizing TRACE 700TM building simulation software and engineering spreadsheet analysis. Essentially, the basis of this analysis compares the operation of the existing HVAC Equipment with that of the new more efficient HVAC Equipment. Since all external variables (weather, hours of operation, utility rates, building envelope values, occupancy, etc.) have been established, the remaining item to validate is the true efficiency of the new HVAC equipment.

In order to validate the efficiency of the new HVAC Equipment, Trane will provide submittal data for the installed equipment to verify the predicted efficiencies shown below.

Facility	Equipment	Efficiency	Threshold
Fire Station	30-ton Condensing Unit	11.4 EER	11.3 EER
Community Center	RTU-1	12.9 EER	12.7 EER
Community Center	RTU-2	12.9 EER	12.7 EER
Community Center	Condensing Unit	12.6 EER	12.4 EER
Community Center	Chiller	10.68 EER	10.48 EER

Post-retrofit Values

4.0 <u>Computation of Savings:</u>

The following describes the stipulated methodology for computing Energy Use Savings based on the new HVAC Equipment.

a) <u>Computation and Presentation of Energy Use Savings:</u>

From the equipment submittals, the actual annual Energy Use Savings will be calculated. To accomplish this, Trane will enter the submittal efficiency for the new HVAC equipment into the Trace700TM software file or engineering spreadsheet analysis previously utilized to calculate savings based on the projected (future) operation. The annual Actual Energy Savings will be recalculated only if the catalog (actual) efficiencies are less than the minimum threshold values in the table in section 3.0.

If the actual efficiency increases are within the minimum threshold values, they are considered to be within an acceptable tolerance for this energy conservation measure and therefore satisfy the Guarantee. If the TRACETM 700 building simulation or and engineering spreadsheet analysis is rerun, it will be compared to the calculations reflecting the pre-retrofit operation to yield annual Actual Energy Savings, which is consistent with the original engineering analysis

b) <u>Presentation of Energy Use Savings:</u>

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 6.7 Guarantee *Cooler Controls*

1.0 Agreed Upon Parameters:

a) Applicability:

This measure applies to the energy conservation measure involving the installation of walk-in cooler and freezer controls at following buildings.

School	Walk-in-cooler Qty	Walk-in Freezer Qty
Bourne High School	1	1
Bourne Middle School	1	1
Bournedale Elementary School	1	1

b) <u>Base Utility Rates:</u>

Throughout the term of this Agreement, base utility rates are as defined in Section 8 of Attachment 6.

2.0 **Pre-Retrofit Consumption Data:**

The pre-retrofit consumption data was established utilizing the following stipulated methodology:

a) Measurement Methodology:

Engineering spreadsheet analysis was used to model the energy consumption of the facility. Known parameters such as local weather data, occupancy, and equipment schedules, etc. were all utilized in the modeling of the base case. Contractor based this Engineering spreadsheet analysis on extensive survey. Its assumptions and results were collaboratively agreed upon by Customer and Contractor throughout the modeling process and are hereby stipulated.

3.0 Post Retrofit Measurements:

The following describes the stipulated methodology for proving installation of the new high efficiency walk-in cooler and freezer controls.

Since no cost-effective measurement methodology is available to measure and verify the performance of this conservation measure, Contractor will perform an inspection of the Work, witnessed by Customer at its option, to validate the proper installation of the scope, as outlined in Attachment 4.

4.0 **Computation of Savings:**

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 6.8 Guarantee Transformers Retrofit

1.0 Agreed Upon Parameters:

a) Applicability:

This measure focuses on the reduction in energy consumption for transformers by installation of more efficient transformers. This attachment and ECM will focus on the transformer replacement at following buildings.

- Bourne High School
- Bourne Middle School

b) <u>Base Utility Rates:</u>

Throughout the term of this Agreement, base utility rates are as defined in Section 8 of Attachment 6.

2.0 **Pre-Retrofit Consumption Data:**

a) Existing Conditions

Following table summarizes the transformers to be replaced:

Building Transformer Summary									
kVA	Replacement Quantity								
Bourne HS									
150 2 2									
300	1	1							
	Bourne	MS							
15	1	1							
30	15	15							
75	2	2							

3.0 Post Retrofit Measurements:

Contractor proposes to replace the twenty-one (21) transformers listed above with new, high efficiency, linear transformers.

The efficiency of the representative sample of transformers listed above (total four, two at each school) will be measured prior to replacement using a specialized double-sided three-phase power meter (which records the incoming and outgoing three-phase power on the transformer simultaneously in order to determine the losses). The same measurement procedure will be followed for the new transformers (total four, two at each school) post retrofit. The measurement for the new transformer will be taken only one time right after the installation. The

pre-retrofit values will be compared to the measurements taken post-installation on the new PowerSmith E-Saver Transformers to determine the actual energy savings as a part of the measurement and verification plan.

4.0 Computation and Presentation of Savings:

The following describes the stipulated methodology for computing energy use savings based on the validated engineering calculations.

a) <u>Computation of Energy Use Savings</u>:

Utilizing the following spreadsheet for each building that allow for the existing conditions and proposed condition to be inputted, which will result in baseline efficiencies and operating costs.

Buil	ding / Faciity:			ENERGY COST(s)										
	Bourne HS kWh rate						\$0.1800							
	Date:	3-Aug-22		Demand rate (\$/kW/mo)					\$0.00					
	Version:	CES		Energy Cost Escalat	ion (abov	e inflatio	on)		3.0%					
	See the colums	at far right for addition	nal information re Code Issues.	garding Comments,						Adj	ustme	nts		
Transformer Count	Tag Number	Location ID or Room #	Transformer Designation	Proposed Powersmiths OPAL Transformer	Baseline kVA	Replacement kVA	Replace	Bseline % Load During Normal Operating Hours	Baseline % Load Outside Operating Hours	Powersmiths % Load During Normal Operating Hours	Powersmiths % Load Outside Operating Hours	Equipment Operating hrs/ day	Equipment Operating days/yr	A/C System Performance (kW/ton)
1	73918	Electric Rm Main fire PNL	T1	E-Saver-80R	300	300	1	9.4%	5.6%	9.4%	5.6%	12	200	0
2	73919	Backstage	TX1	E-Saver-80R	150	150	1	8.2%	4.7%	8.2%	4.7%	12	200	0
3	73920	Backstage	TX2	E-Saver-80R	150	150	1	8.2%	4.7%	8.2%	4.7%	12	200	0
							3							

Bui	ding / Faciity:			ENERGY COST(s)									
	Bour Date:	rne HS 3-Aug-22		kWh rate Demand rate (\$/kW									
	Version:	CES		Energy Cost Escalation (above inflation)									
	See the colums Installation Co	at far right for additio nstraints and Potential	nal information re Code Issues.	garding Comments,			В	aseline	Transfor	mer Los	ses		
Transformer Count	Tag Number	Location ID or Room #	Transformer Designation	Proposed Powersmiths OPAL Transformer	Baseline Transformer kW Losses (Normal Operation)	Baseline Transformer kW Losses (Outside Op. hrs)	Baseline Annual kWh Losses from Transformers	Baseline Annual Cost of Transformer Peak Demand KW Losses	Baseline Annual Cost of Transformer KWh Losses	Baseline Annual kW Losses from A/C (Peak)	Baseline Annual kWh from A/C	Baseline Annual Cost of Associated A/C kW Losses	Baseline Annual Cost of Associated A/C kWh Losses
1	73918	Electric Rm Main fire PNL	T1	E-Saver-80R	2.596	2.562	22,526	\$0	\$4,055	0.00	0	\$0	\$0
2	73919	Backstage	TX1	E-Saver-80R	1.545	1.527	13,419	\$0	\$2,415	0.00	0	\$0	\$0
3	73920	Backstage	TX2	E-Saver-80R	1.545	1.527	13,419	\$0	\$2,415	0.00	0	\$0	\$0
					5.69	5.62	49,364	\$0	\$8,886	0.00	0	\$0	\$0
					Baseli	ne Tran	sformer an	d A/C Ar	nual kWh	Losses	49,364		

Baseline Transformer and A/C Annual KWN Losses 49,30

5.69

Baseline Total Non-Operational kW Losses 5.62

Baseline Total Operational kW Losses

Buil	ding / Faciity:			ENERGY COST(s)									
	Bou	ne HS		kWh rate									
	Date:	3-Aug-22		Demand rate (\$/kW									
	Version:	CES		Energy Cost Escalation (above inflation)									
	See the colums	at far right for additio	nal information re	garding Comments,			Powe	ersmith	s Transf	ormer L	osses		
Transformer Count	Tag Number	Location ID or Room #	Transformer Designation	Proposed Powersmiths OPAL Transformer	Powersmiths Transformer kW Losses (Normal Operation)	Powersmiths Transformer kW Losses (Outside Op. hrs)	Powersmiths Annual kWh Losses from Transformers	Powersmiths Annual Cost of Transformer Peak Demand KW Losses	Powersmiths Annual Cost of Transformer KWh Losses	Powersmiths Annual kW Losses from A/C (Peak)	Powersmiths Annual kWh from A/C	Powersmiths Annual Cost of Associated A/C kW Losses	Powersmiths Annual Cost of Associated A/C kWh Losses
1	73918	Electric Rm Main fire PNL	T1	E-Saver-80R	0.423	0.389	3,491	\$0	\$628	0.00	0	\$0	\$0
2	73919	Backstage	TX1	E-Saver-80R	0.228	0.211	1,891	\$0	\$340	0.00	0	\$0	\$0
3	73920	Backstage	TX2	E-Saver-80R	0.228	0.211	1,891	\$0	\$340	0.00	0	\$0	\$0
					0.88	0.81	7,274	\$0	\$1,309	0.00	0	\$0	\$0

Powersmiths Transformer and A/C Annual kWh Loss 7,274

•		
Baseline Total Operational kW Losses	0.88	
Baseline Total Non-Operational kW Losses	0.81	

Buil	ding / Faciity:			ENERGY COST(s)							
	Bou	rne HS		kWh rate							
	Date:	3-Aug-22		Demand rate (\$/kW							
	Version:	CES		Energy Cost Escalation (above inflation)							
	See the colums Installation Co	at far right for additions and Potentia	nal information re	egarding Comments,				Annua	l Savings	with Powe	ersmiths
Transformer Count	Tag Number	Location ID or Room #	Transformer Designation	Proposed Powersmiths OPAL Transformer	Baseline Total Annual Operating Cost	Powersmiths Total Annual Operating Cost	Total kW Reduction During Normal Op. Hrs. (Peak)	Total kW Dollar Savings	Total kWh Savings	Total kWh Dollar Savings	Total Elec Dollar Savings
1	73918	Electric Rm Main fire PNL	T1	E-Saver-80R	\$4,055	\$628	2.17	\$0	19,035	\$3,426	\$3,426
2	73919	Backstage	TX1	E-Saver-80R	\$2,415	\$340	1.32	\$0	11,528	\$2,075	\$2,075
3	73920	Backstage	TX2	E-Saver-80R	\$2,415	\$340	1.32	\$0	11,528	\$2,075	\$2,075
					\$8,886	\$1,309	4.81	\$0	42,091	\$7,576	\$7,576

Operational kW Reduction 4.81

4.80 Non-Operational kW Reduction

b) <u>Presentation of Savings:</u>

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 6.9 Guarantee New Roof at Bourne High School

1.0 Agreed Upon Parameters:

The following are mutually agreed upon parameters that form the basis of this performance guarantee. These parameters are hereby stipulated for the purposes of this Agreement as fact and will not be measured, monitored or adjusted.

a) <u>Applicability:</u>

This performance guarantee applies to the energy conservation measure involving the installation of new roofing membrane for existing flat roof located at following facilities.

Bourne High School

b) <u>Annual Hours of Operation:</u>

For the purposes of this Agreement, the annual hours of operation of the facility are as represented in the analysis referenced below.

The operating hours for the facility were estimated based on survey and analysis. The operating hours for the building were entered into an excel spreadsheet software and is hereby stipulated for the purposes of this Agreement as fact and will not be measured, monitored or adjusted.

c) <u>Existing Condition:</u>

The existing flat roof system identified as sections 4,5, and 9 at the High School has reached the end of its useful life and needs replacement.

2.0 <u>Pre-Retrofit Consumption Data:</u>

The pre-retrofit consumption data was established utilizing the following methodology stipulated to by the Customer and Contractor.

a) <u>Presentation of Data</u>:

The following data is presented for use in the calculation of energy use savings and has been established and collaboratively agreed to by CUSTOMER and Contractor. For the purposes of this Agreement, the data is stipulated as fact and will not be measured, monitored or adjusted.

An excel spreadsheet analysis using survey data, facility drawings, and manufacturer's data was used to determine the energy savings associated with the installation of a new roof system. A table of the area impacted and reduced R-Value (thermal conductivity) is below.

Net Roof Area (ft ²)	R-Value* Increase
8,856	4.52
* Note: R-Value has units of HR·ft ² .°F/Btu	

The reduction in thermal conductivity will be the result of the scope of work listed in Attachment 4 of this Agreement.

3.0 Post Retrofit Consumption Data:

Trane has completed an engineering analysis for this conservation measure, utilizing excel spreadsheet analysis. The energy savings due to the decreased thermal conductivity of the new roofing system are a direct result of the new roofing system having a higher insulation value.

To validate the performance of this conservation measure, Contractor will provide manufacturer's specification data and validate the proper installation of the scope, as outlined in Attachment 4.

4.0 Presentation of Energy Use Savings:

Calculated energy savings are summarized in Attachment 6, Table 2 – Annual Energy Savings Guarantee.

Attachment 7 **Project Costs and Savings**

Project Costs: Project Install Price: Project Contingency: Total Financed Cost:	\$5,200,737.00 (Customer's total obligation to Contractor <u>\$0.00</u> (Customer controlled contingency) \$5,200,737.00
Project Credits: Third-Party Funds: Grants: Other: Total Project Credits:	\$0.00 (Estimated utility rebates or incentives) \$0.00 (State or Federal grant funds) \$0.00 (Include any other funds used to buy-down the Total Finance Cost) \$0.00

Net Project Cost S5,200,737.00
Note: All Project Credits shall include any funds received in direct support of this project from utility rebates, state or other public agencies or third parties and shall accrue to the benefit of the Customer. The Net Project Cost will be further reduced by any additional utility and/or state/public agency/third-party received prior to Final Acceptance. In the event that the amount of the Project Credits actually received is less that projected, the Customer shall be responsible for any shortfall. Similarly, any excess Project Credits shall accrue solely to the benefit of the Customer.

Performance Period Fee: (The fee includes the Operations and Maintenance Oversight Fee and Measurement & Verification Fee)

			Total Performance
Year	O&M Fee	M&V Fee	Period Fee
1	\$0.00	\$55,760	\$55,760.00
2	\$0.00	\$57,990	\$57,990.40
3	\$0.00	\$60,310	\$60,310.02
4	\$0.00	\$62,722	\$62,722.42
5	\$0.00	\$65,231	\$65,231.31
6	\$0.00	\$67,841	\$67,840.57
7	\$0.00	\$70,554	\$70,554.19
8	\$0.00	\$73,376	\$73,376.36
9	\$0.00	\$76,311	\$76,311.41
10	\$0.00	\$79,364	\$79,363.87
11	\$0.00	\$82,538	\$82,538.42
12	\$0.00	\$85,840	\$85,839.96
13	\$0.00	\$89,274	\$89,273.56
14	\$0.00	\$92,844	\$92,844.50
15	\$0.00	\$96,558	\$96,558.28
Totals	\$0.00	\$1,116,515	\$1,116,515,25

Summary	Amount
Total Financed Cost	\$5,200,737.00
Total Credits	\$0.00
Net Project Cost	-\$5,200,737.00
Total Fees	\$1,116,515.25
Total Costs & Fees	\$1,116,515.25

Utility Cost Year	2022						
	Electricity (kWh)	Natural Gas (therm)	Electricity Generation (KWh)	Propane (gallon)	Water/Sewer (Kgallon)		
Utility Prices	\$0.17297	\$1.16955	NA	NA	NA		
Energy Price Inflation Rate	3.00%	3.00%	3.00%	3.00%	0.00%		
Total Utility Savings (Included Measures ONLY)	\$110,166.94	\$88,098.84	\$0.00	\$0.00	\$27,328.00		
Total Annual Savings (Incuded Measure ONLY)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Performance Period	Electricity	Notural Cas	Electricity	Provens	Watar/Sawar	Total Estimated	Guaranteed
	\$110.167	\$88.000	Generation (Kvvii)	r ropane \$0	water/sewer	\$108.266	Savings (@ 76)
2023	\$113,472	\$90,742	\$0	\$0	\$0	\$204 214	\$204 214
2024	\$116.876	\$93,464	\$0	\$0	\$0	\$210 340	\$210.340
2025	\$120,382	\$96.268	\$0	\$0	\$0	\$216,650	\$216,650
2026	\$123,994	\$99,156	\$0	\$0	\$0	\$223,150	\$223,150
2027	\$127,714	\$102,131	\$0	\$0	\$0	\$229,844	\$229,844
2028	\$131,545	\$105,195	\$0	\$0	\$0	\$236,740	\$236,740
2029	\$135,491	\$108,350	\$0	\$0	\$0	\$243,842	\$243,842
2030	\$139,556	\$111,601	\$0	\$0	\$0	\$251,157	\$251,157
2031	\$143,743	\$114,949	\$0	\$0	\$0	\$258,692	\$258,692
2032	\$148,055	\$118,397	\$0	\$0	\$0	\$266,453	\$266,453
2033	\$152,497	\$121,949	\$0	\$0	\$0	\$274,446	\$274,446
2034	\$157,072	\$125,608	\$0	\$0	\$0	\$282,680	\$282,680
2035	\$161,784	\$129,376	\$0	\$0	\$0	\$291,160	\$291,160
2036	\$166,637	\$133,257	\$0	\$0	\$0	\$299,895	\$299,895
2037	\$171,636	\$137,255	\$0	\$0	\$0	\$308,892	\$308,892
2038	\$176,786	\$141,373	\$0	\$0	\$0	\$318,158	\$318,158
2039	\$182,089	\$145,614	\$0	\$0	\$0	\$327,703	\$327,703
2040	\$187,552	\$149,982	\$0	\$0	\$0	\$337,534	\$337,534
2041	\$193,178	\$154,482	\$0	\$0	\$0	\$347,660	\$347,660
2042	\$198,974	\$159,116	\$0	\$0	\$0	\$358,090	\$358,090

Attachment 8 Performance Period Services

Contractor will furnish the Performance Period Services described in this Attachment 8 upon the terms and conditions contained herein. In the event of an inconsistency or conflict between the terms and conditions of this Attachment 8 and the terms and conditions of the balance of this Agreement, the terms and conditions of this Attachment 8 shall control.

1. <u>Generally</u>. Performance Period Services may include periodic measurement and verification of the Guarantee in accordance with Attachment 6 and the sub- Attachments thereto (the "M&V Services") in accordance with the provisions of this Attachment 8.

2. <u>Scope of Performance Period Services</u>

A. M&V Services

Contractor shall provide the M&V Services with respect to the ECMs installed by Contractor under the Agreement in accordance with the methods and procedures outlined in Attachment 6 and the sub-Exhibits thereto. The M&V Services shall include the preparation and submittal by Contractor of a Reconciliation Report in accordance with Section 10 of Attachment 6. The Term of the M&V Services is fifteen (15) years.

3. M&V Services Price and Annual Adjustment.

M&V Services is subject to the annual adjustments provided for herein as shown in the M&V Fee Table below.

Contractor shall invoice the M&V Services Price once each year. Contractor may discontinue M&V Services whenever payment of an undisputed invoice is overdue and such overdue payment is not paid within sixty (60) days of receipt of a demand notice for payment. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated M&V Services Price, all taxes not legally required to be paid by Contractor or, alternatively, shall provide Contractor with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Contractor in attempting to collect amounts due. Effective upon each annual anniversary of the M&V Services Commencement Date, the annual M&V Services Price shall be adjusted upward by the Annual Adjustment Rate; thereafter, upon each annual M&V Services Price as previously adjusted and presented in the Table.

M&V Services		
Year	M&V Fee	
1	\$55,760	
2	\$57,990	
3	\$60,310	
4	\$62,722	
5	\$65,231	
6	\$67,841	
7	\$70,554	
8	\$73,376	

9	\$76,311
10	\$79,364
11	\$82,538
12	\$85,840
13	\$89,274
14	\$92,844
15	\$96,558

Annual Adjustment Rate

(*\$0.00 tax is contingent upon Customer furnishing evidence to Contractor of valid applicable exemption from sales/use or other applicable taxes.)

Term. Contractor's obligations to furnish the M&V Services shall commence upon the Date of Final Completion as defined in Section 2.03 of this Agreement (the "Performance Period Services Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of fifteen (15) years.

Customer may terminate all or a portion of the Maintenance Services provided by Contractor as part of the M&V Services at any time upon not less than thirty (30) days advance written notice to Contractor. If Customer terminates the Maintenance Services hereunder, Customer shall pay Contractor for the Maintenance Services provided by Contractor up to the effective date of termination.

Attachment 9
Training
1 i anning

Trane will provide training to customer one time prior to final completion of the project at installation site per following table:

ECM	Hours of Training
New Boiler Plant	4 Hrs. per site
Energy Management System	32 Hrs.
New HVAC Equipment	2 Hrs. per site
Walk In Cooler Freezer controls	0.5 Hrs. per site
Mechanical Insulation	0.25 Hrs. per site
New Transformers	0,5 Hrs. per site
Lighting	0.5 Hrs. per site
New Chiller	2 Hrs.
New Roof	1 Hrs.

Attachment 10 Commissioning Plan

A. DEFINITION OF COMMISSIONING

Commissioning is a process for achieving, verifying, and documenting the performance of a building and its various systems meets the design intent and the owner's operational needs. Commissioning tests the operation of the equipment and buildings systems to ensure that they operate as designed and can satisfactorily meet the needs of the building throughout the entire range of operating conditions.

B. COMMISSIONING GOAL

The goal of the commissioning process is to verify for the owner the mechanical and control systems function interactively in compliance with the project intent and to facilitate the orderly and efficient transfer of the systems to the Customer.

Commissioning also documents system performance parameters for fine-tuning control sequences and operational procedures, and to facilitate future troubleshooting.

Commissioning is not intended to be a testing or inspection function that is redundant with respect to the contractor's obligations for testing and proof of performance.

C. PURPOSE OF THE COMMISSIONING PLAN

The Commissioning Plan is based on the understanding that it is the desire, as well as the obligation, of the Construction Team to provide systems that function in accordance with the intent of the project documents. The project goal is to provide building systems that are interactively functional with respect to one another. It is contractor's role to develop and manage the commissioning process as a means of verifying that this goal is accomplished, within the limits of the contract, for the systems that are included in the Commissioning Plan.

The purpose of the Commissioning Plan is to outline the scope and format of the commissioning process for this project. As commissioning is a dynamic process, the contents of this plan may evolve as the project proceeds.

D. TEAM MEMBER RESPONSIBILITIES

The commissioning participants for this project are comprised of the Trane's Controls' Project Manager (CPM), Trane's Construction Manager (CM) and Owner's representative (OR). Each member will have specific duties as relates to the commissioning process. Those duties are:

Construction Manager (CM)

- Integrating the commissioning schedule into the construction schedule and updating that schedule as necessary.
- Review submittals for compliance with the commissioning process.
- Direct the participation by the contractors and their subcontractors.
- Address any construction related issues in an expeditious manner.

- Attend Commissioning meetings as required.
- Start-up and testing of mechanical equipment.
- Provide qualified personnel for participation in testing. Provide equipment, materials, and labor necessary to correct deficiencies found during the testing process, which fulfill contract and warranty requirements.
- Operate equipment and systems as required by the specifications for testing.
- Participate in fine-tuning or troubleshooting of system performance if either of these measures becomes necessary.
- Provide O&M information and as-built drawings to the Construction Manager for verification, organization, and distribution.
- Provide training for the systems.

Controls Project Manager (CPM)

The participation of the Controls Project Manager is extremely important to the success of the commissioning process. Critical responsibilities for Commissioning Team interaction include:

- Provide the CM with controls diagrams, sequences of operations, and documentation software printouts, in time for use in preparing the Functional Test Procedures.
- Review the Commissioning Plan, Schedule, and the Functional Test Procedures. Provide input required to develop final plans and procedures that all team members accept as a fair means of compliance with the commissioning goal and the project contract.
- Expeditiously notify the CM of any system performance issues that arise or are identified during construction.
- Participate in start-up and testing.
- Develop point-to-point test procedures and associated forms for review by the CM. Demonstrate point-topoint testing to the Owners Representative (at their option).
- Demonstrate random selection of devices to OR.
- Operate the controls system at the direction of the CM as required during the functional testing.
- Participate in fine-tuning or troubleshooting of system performance if either of these measures becomes necessary.
- Provide O&M information and as-built drawings to the CM for verification, organization, and distribution.
- Provide training for the DDC systems.
- Attend all Commissioning meetings.

Owner's Facility Manager (OFM)

- Customer's OFM may review the Commissioning Plan, Schedule, and the Functional Test Procedures at their option. This review is part of training for the OFM personnel who will operate the building.
- As schedules permit, OFM may witness start-up of major equipment and the Point-to-Point testing by Trane.
- As schedules permit, OFM may witness demonstration of compliance with Functional Test Procedure.
- OFM should attend Commissioning meetings.

The Commissioning Process

The goal of commissioning, as stated on prior page, will be realized through the following process. The process is sequential, although some activities may occur simultaneously.

A. MEETINGS

Prior to functional testing a commissioning kick-off meeting will be held. During that meeting, the commissioning agent will go over the test procedures and the team members will have the opportunity to discuss any concerns or questions they may have. Once testing is complete, another meeting will be held to discuss any deficiencies found.

B. COMMUNICATION

Between meetings, it is appropriate to communicate via mail, e-mail, phone, or face-to face. All nonwritten communications will be documented with a memo. The CM will direct all communications to all parties involved in this process.

C. SUBMITTAL REVIEW

The OFM will review all mechanical and electrical submittals that pertain to the systems to be commissioned. This review will allow the OFM to gather information pertinent to the production of the Pre-Functional Test checklists and the Functional Performance Tests. This review is not an approval of the type of materials being used it is for record purposes only.

D. SITE INVESTIGATIONS

The inspection of the quality of construction is the CM's responsibility. The CM shall provide for the routine inspection of the construction site to ensure that the installation meets the standards of the design specifications, plans and good construction practices.

E. SYSTEM START-UP

It is contractor's responsibility to start-up the equipment. As part of start-up, the appropriate subcontractor will fill out their respective Pre-Functional Test checklists and submit them to the CM. A sample of a Pre-Functional Test checklist for typical types of equipment is in the appendix of this plan. Because the checklists are equipment and system specific, production of these documents will take place after the equipment submittals are in. This task will be overseen by the CM.

F. POINT-TO-POINT

Contractor will perform point-to-point testing of all control components, regardless of whether they are functionally tested. The CM will verify that all sensors have been calibrated and all actuators (damper and valve) have been adjusted for full open and full closed or as directed by contractor's Energy Engineering group.

G. FUNCTIONAL PERFORMANCE TESTING

Effective functional testing cannot begin until contractor has completed all portions of the work and the systems are fully operational. This includes testing, start up, controls, and test and limited balancing.

The actual Functional Test Procedure will be performed by the CPM and his team.

Sample trending will perform with no more than 5 variables per unit as a part of functional testing, Trane will provide 15-minute trend for period of one week maximum.

H. COMMISSIONING REPORTING AND DEFICIENCY TRACKING

Throughout the process, items requiring attention will be reported on a project communication form and tracked via resolution log. These items will be treated like any other punch list, with room on the report for answers. The reports and the log will become part of the final commissioning manual.

Attachment 11 Equipment and Materials Warranty

Equipment and materials warranty information will be provided at Substantial Completion of the Work.

Following table summarizes the warranty for the major equipment to be installed at the facility.

Equipment	Warranty Detail
Gas Boilers	Two Year limited warranty for equipment, Year 3 to 10 limited
	warranty for Heat Exchangers
Tracer SC Control System	Limited one year warranty
Variable Frequency Drives	Limited one year warranty
Workmanship	Limited one year warranty
New HVAC units	One year parts warranty and one year labor
New Transformers	Limited one year warranty
Cooler Controls	Limited one year warranty
New Chiller	Five-year parts warranty and one year labor
Condensing Units	One year parts warranty and one year labor
New Roof	Twenty Years Manufacturer's Warranty
Mechanical Insulation	One year parts warranty and one year labor
Lighting	Five year limited parts warranty and one year labor
Building Envelope	One year parts warranty and one year labor

EXHIBIT 1: NOTICE TO PROCEED

Trane Project No.:

Customer has closed on its financing (the "Financing Closing") for the Agreement dated _____ as evidenced by the attached fully executed contract documents for financing of the Agreement Price and funding of any escrow account provided for by the financing documents.

The entity providing funding to Customer:

Company Name:	
Address:	
Contact Name:	
Telephone No.:	
Email:	

Pursuant to Section _____ of the Agreement, Customer hereby executes and issues this written Notice to Proceed authorizing Contractor to immediately commence performance of the Work in accordance with the Agreement.

By: ______
Title: _____

Dated:

EXHIBIT 2: CERTIFICATE OF ACCEPTANCE, FINAL AUDIT REPORT

The undersigned hereby accepts the content and form of the IGA Report.

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

[Contractor]

[Owner]

Name	Name
Title	Title
Date	Date

EXHIBIT 3: CERTIFICATE OF ACCEPTANCE FORMS:

Certificate of Substantial Completion

Certificate of Substantial Completion and Acceptance

Trane Project No.: Date Certificate Submitted to Customer:

The Work performed pursuant to the Agreement, by and between the Town of Bourne ("Customer") and Trane U.S. Inc., dated as of ______, have been inspected by the undersigned Customer, have been determined to be substantially complete, and Customer accepts the same.

The Date(s) of Substantial Completion for the Work noted below is/are hereby established as the <u>earlier</u> of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer and Customer does not provide Contractor written objection within fourteen (14) days after the date noted above that the Work is Substantially Complete. In the event Customer fails to provide timely written objection that the Work is Substantially Complete, the Date of Substantial Completion will be the fifteenth (15th) day after the date noted above.

The Warranty Period, pursuant to Section 6.01 of the Agreement, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Work: Description of Equipment or Work	Warranty Commencement Date

Customer, by and through the undersigned duly authorized representative, accepts the above listed Work as substantially complete and assumes full possession thereof as of the Date of Substantial Completion.

(Customer)

By: _____

Its: _____

Date of Customer's Signature:
Certificate of Final Completion

Certificate of Final Completion and Acceptance

Trane Project No.: Date Certificate Submitted to Customer:

The Work performed pursuant to the Agreement, by and between the Town of Bourne ("Customer") and Trane U.S. Inc., dated as of ______, have been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion is hereby established as the <u>earlier</u> of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer and Customer does not provide Contractor written objection within fourteen (14) days after the date noted above that the Work is Finally Complete. In the event Customer fails to provide timely written objection that the Work is Substantially Complete, the Date of Final Completion will be the fifteenth (15th) day after the date noted above.

Customer, by and through the undersigned duly authorized representative, accepts the Work as finally complete and assumes full possession thereof as of the Date of Final Completion.

(Customer)

By: _____

Its:

Date of Customer's Signature:

EXHIBIT 4: PERFORMANCE AND PAYMENT BONDS

The Parties hereby agree to complete and execute the standard AIA Performance Bond form (AIA Document A312) in conjunction with this Agreement

The Parties hereby agree to complete and execute the standard AIA Payment Bond form (AIA Document A311) in conjunction with this Agreement.

EXHIBIT 5: DOER ANNUAL SAVINGS REPORT

Massachusetts Department of Energy Resources

ANNUAL REPORT FOR ENERGY MANAGEMENT SERVICES PROJECT

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

Report Performance Period

Estimate x (initial report upon executing contract; report contract estimates)

Awarding Authority:	Town of Bourne	Phone:	
Contact:	Marlene McCollem	Email:	
Title:	Town Manager	Contract Start Date:	1/29/22
Address:	24 Perry Avenue, Bourne, MA 02532	Contract End Date	7/31/24
		Term (#yrs.):	15
RFP/RFQ File Date:	8/11/21	Contract File Date	11/28/22
Contractor:	Trane U.S. Inc.	Financed Total:	
Project Cost:	\$5,200,737.00	Principle:	
Year 1 Total Savings:	\$198,266.00	Interest:	
Escalation Rate:	3%	Project Acceptance Date:	
	Annual N	et Cash Flow (if applicable)	

Value and Source of Rebates, Grants, Subsidies, etc.

Source	Туре	Amount	
National Grid			
Eversource			

EXHIBIT 5: DOER ANNUAL SAVINGS REPORT-ANNUAL ECM SAVINGS FIRST YEAR

Estimated Annual Savings	Overview		
Year	Energy/Utility Savings	Operational Savings	Total Savings
1	\$198,266	\$21,335	\$219,601
2	\$204,214	\$21,975	\$226,189
3	\$210,340	\$22,634	\$232,974
4	\$216,650	\$23,313	\$239,963
5	\$223,150	\$24,013	\$247,163
6	\$229,844	\$24,733	\$254,577
7	\$236,740	\$25,475	\$262,215
8	\$243,842	\$26,240	\$270,082
9	\$251,157	\$27,027	\$278,184
10	\$258,692	\$27,837	\$286,529
11	\$266,453	\$28,672	\$295,125
12	\$274,446	\$29,533	\$303,979
13	\$282,680	\$30,418	\$313,098
14	\$291,160	\$31,331	\$322,491
15	\$299,895	\$32,271	\$332,166
Total	\$3,687,528	\$396,807	\$4,084,335

Verified Annual Savings Year			
Year	Energy/Utility Savings	Operational Savings	Total Savings
#			

\$65,231	
\$67,841	
\$70,554	
\$73,376	
\$76,311	
\$79,364	
\$82,538	
\$85,840	
\$89,274	
\$92,844	
\$96,558	

M&V Fee \$55,760 \$57,990 \$60,310 \$62,722

EXHIBIT 5: DOER ANNUAL SAVINGS REPORT: ECM SAVINGS

Annual Savings per Energy Conservation Measure

									Other energy-	
						Natural Gas		Total energy &	related O&M cost	Total cost
Energy Conservation Measures [List major categories and	Electric energy	Electric demand	Gas savings		Water savings	Savings	Wood Pellets	water cost savings,	savings, Year #	savings,
energy or water savings in native units]	savings (kWh/yr)	savings (kW/yr)*	(Therms/yr)	Oil (gallons)	(gallons/yr)	(Therms/yr)	Therms	Year # (\$/yr)	(\$/yr)	Year # (\$/yr)
Lighting	132,562	488	-395					\$25,300		\$25,300
Envelope	15,568	0	17,968					\$23,442		\$23,442
Controls	337,152	513	45,923					\$110,074		\$110,074
Insulation	0	0	4,640					\$5,872		\$5,872
Boilers	0	0	2,705					\$3,155		\$3,155
HVAC	16,912	58	4,650					\$8,710		\$8,710
Coolers Controls	24,427	40	0					\$4,120		\$4,120
Trasformers	103,929	142	0					\$17,192		\$17,192
Roof	0	0	351					\$401		\$401

									Other energy-	
			Natural gas					Total energy &	related O&M cost	Total cost
	Electric energy	Electric demand	savings		Water savings	Propane Savings	Wood Pellets	water cost savings,	savings, Year #	savings,
Annual Guaranteed Savings	savings (kWh/yr)	savings (kW/yr)*	(Therms/yr)	Oil (gallons)	(gallons/yr)	(Gal/yr)	Therms	Year # (\$/yr)	(\$/yr)	Year # (\$/yr)
Total	630 549	1 242	75.843	,	0	0 0) 0	\$198.266	0	\$198.266

Estimated Annual Emissions Reduction (if available)

CO2	Nox	Sox	Number of Cars	Number of Trees
TBD	TBD	TBD	TBD	TBD

Facility	Туре	Address	Year Built	Size in Square feet
High School	School	75 Waterhouse Road, Buzzard Bay MA 02532	1,963	159,517
Town Hall	Municipal	24 Perry Ave, Buzzards Bay, MA 02532	1,914	18,752
Sagamore Fire Sta. #3	Municipal	51 Meetinghouse Lane, Sagamore, MA	2,006	16,320
Jonathon Public Library -	Municipal	19 Sandwich Road, Buzzard Bay, MA 02532	1,896	17,880
Intermediate School	School	70 Trowbridge Road, Buzzard Bay, MA 02532	2,019	72,680
Middle School -	School	77 Waterhouse Road, Buzzard Bay, MA 02532	2,000	156,574
Bournedale Elementary School	School	41Ernest Valeri Road, , MA 02532	2007	68,348
Veterans Community Bldg	Municipal	239 Main Street Buzzards Bay, MA 02532	2003	27,958
DPW Building	Municipal	35 Ernest Valeri Road, Buzzards Bay, MA 02532	2015	41,280
Fire Hq	Municipal	130 Main Street, Buzzards Bay, MA 02532	1933	7,818
School Admin Central Office	School	36 Sandwich Road, Buzzards Bay, MA 02532	1920	3,835
Maint-1Storage Garage	Municipal	70 Trowbridge Rd, , Buzzard Bay MA 02532	1970	1,248
Maint-2 - Maintenance Garage	Municipal	70 Trowbridge Rd, , Buzzard Bay MA 02532	2005	2,000
Archives Building	Municipal	30 Keene Street, Buzzard Bay, MA 02532	1896	3,432
Taylor's Point Marina H&L	Municipal	1 Academy Drive, Buzzards Bay, MA 02532	1990	2,024
ISWM Recycling Bailer Building	Municipal	Boulevard, Buzzard Bay, MA 02532	2006	10,000
ISWM garage	Municipal	Boulevard, Buzzard Bay, MA 02532	1968	13,000
 130 R Main Street Pump Station	Municipal	130 Main Street, Buzzards Bay, MA 02532	1992	1,200
Head-of-the-Bay Rd	Municipal	749 Head of the Bay Road, Buzzards Bay, MA 02532	1993	216

EXHIBIT 5: DOER ANNUAL SAVINGS REPORT- FACILITIES

EXHIBIT 6: CERTIFICATE OF NON-COLLUSION

Town of Bourne

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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 of individual submitting bid or proposal

Name of Business (please type or print)

TOWN OF BOURNE SELECT BOARD 24 Perry Avenue Buzzards Bay, Massachusetts 02532 (508) 759-0600

TOWN OF BOURNE CODE OF CONDUCT Adopted:_____

I. PURPOSE

The purpose of this policy is to achieve and maintain a high level of public trust and confidence in Town of Bourne Municipal Government. It establishes standards of conduct for elected and appointed members of Town of Bourne governmental bodies. They will hereinafter be referred to in this policy as "town officials."

II. APPLICABILITY

This Code of Conduct and all its sections apply to each elected or appointed town official and shall be provided to each town official when being sworn in as a board or committee member. The Select Board will affirm the policy annually after the annual town election.

III. CODE OF CONDUCT

A. Conduct Generally and in Relation to the Community

Each elected or appointed town official should:

- 1. Recognize that the official's function and scope of authority is defined in the Town Charter, Town Bylaws, and other Town regulations and policies.
- 2. Stay informed concerning official duties under Federal and State law.
- 3. Acknowledge that a town official represents the Town of Bourne with respect to official actions.
- 4. Acknowledge that official duties are in the unselfish service to the public.
- 5. Recognize the primary function of municipal government is to serve the common good of town residents.
- 6. Demonstrate respect for other Town officials and the public being served.
- 7. Safeguard confidential information.
- 8. Conduct official business in a manner that promotes open and transparent government, and complies with the Massachusetts open meeting law, unless specifically exempted, e.g., executive session, and complies with Massachusetts law regarding public record disclosure and retention.

Town of Bourne Code of Conduct

- 9. Not seek favor, personal aggrandizement, or profit from this public service.
- 10. Conduct oneself to maintain public confidence in town government.
- 11. Conduct official business in a manner that demonstrates he or she cannot be improperly influenced in the performance of official duties.
- 12. Comply with Town of Bourne's policies and procedures, including, but not limited to:
 - a. Town of Bourne Sexual Harassment and Protected Classes Harassment Policy
 - b. Conduct of Employees Policy
 - c. Town of Bourne Social Media Policy
- 13. Comply with all applicable laws, including, but not limited to:
 - a. Open Meeting Law
 - b. Procurement Law
 - c. Conflict of Interest Law (G.L. c.268A}/Ethics
 - d. Public Records Law and Municipal Retention Schedules

B. Conduct in Relation to Other Town Officials

Each elected or appointed town official should :

- 1. Recognize the responsibility to attend all meetings to assure a quorum.
- 2. Promptly notify the chair if unable or unwilling to continue to serve.
- 3. Recognize that multi-member deliberative bodies may only officially act at duly noticed meetings with a quorum in attendance, and that one official alone cannot bind a Board or Committee outside of these meetings.
- 4. Not make statements or promises as to how an official will vote on pending quasijudicial matters until the issue is discussed, and an opportunity has been provided to evaluate the merits, at a public meeting or hearing.
- 5. Not disclose privileged or otherwise confidential information discussed in executive session or otherwise learned by virtue of holding an elected or appointed position.

6. Make decisions only after all available information on an issue has been presented and discussed.

C. -Conduct in Relation to the Town Administrator

Each elected or appointed town official shall:

- 1. Recognize that the official's function and scope of authority is defined in the Town Charter, Town Bylaws, and other Town regulations and policies.
- 2. Recognize that in creating and enforcing Town policy, the Select Board may direct the Town Administrator in setting priorities that affect policy, but that day-to-day operations are delegated to appropriate department heads.
- 3. Respect the administrative chain of command and not act on complaints as an individual outside the municipal administration.
- 4. Give the Town Administrator full responsibility for discharging the Town Administrator's duties under the Town Charter.
- 5. Refrain, as an individual town official, from directing or ordering the Town Administrator to take action.
- 6. Refrain from directly giving instructions to or requesting assistance from department heads, but rather channel these through the Town Administrator.

D. Conduct in Relation to Town Staff

Each elected or appointed town official shall :

- 1. Treat all staff as professionals, and respect the abilities, experience, and dignity of everyone.
- 2. Direct questions to staff and/or requests for information through the Town Administrator.
- 3. Desist from publicly criticizing any individual employee or department, including but not limited to, through social media. Concerns about staff performance should only be directed to the Town Administrator .
- 4. Make requests for staff support only through the Town Administrator .

IV. Enforcement

This Code of Conduct is intended to be self-enforcing, with members of governmental bodies being familiar with its provisions. Town officials themselves have primary responsibility to assure that standards are met and to bring any concerns about a town official's conduct to the attention of governmental body on which the town official serves.

Approved:

10/27/22

Proposed Code of Conduct Comments from Conservation Commission Chair dictated to TA's Office

Section 3

- Have not received any of the policies listed (Sec. 12)
- Why would it say "employee" if some of the committee members are "volunteers?" (Conduct of EMPLOYEES Policy.)

David T. Gay, Esquire Chairman

Town of Bourne Bylaw Committee

October 14, 2022

via email <u>kthut@townofbourne.com</u> Town of Bourne Select Board *c/o Kathleen Thut* 24 Perry Avenue Buzzards Bay, MA 02532

Re: Review of Draft Town of Bourne Code of Conduct

Dear Select Board:

At your request, and in my capacity as Chairman of the Bylaw Committee for the Town of Bourne, I had the opportunity to review the draft above referenced.

My first comment is the draft is well written and covers a lot of interesting and important areas.

My second comment is that once the code of conduct has been adopted as a policy and a program of it becomes effective that, in addition to providing copies to each "town official", the Town establish one hour or two hour instruction seminars to talk about specific topics, such as; Executive Session; Open Meeting Law; what is a public record; what constitutes a quorum; what constitutes doing business; so that people who are on boards will have a better idea of exactly what conduct will violate the code and/or the laws of the Commonwealth.

My next comment refers specifically to Page 3, Paragraph C "Conduct in Relation to Town Administrator". In reviewing this section, I believe that paragraph number 2 does not read very smoothly and I am not sure I understand exactly what "setting priorities" is supposed to mean. This sentence, in my opinion, should be redrafted to clarify exactly what the Select Board may delegate or direct the Town Administrator to do with respect to policies.

Sentence Number 4 under Paragraph C; I question, how does a town official, as defined in this draft, "give the Town Administrator full responsible authority to discharge the Town Administrator's duties"; you may want to say "respect the Town Administrator's full responsibility", but the Town Select Board is the Board that provides the Town Administrator with the authority. That should be included in the job description. For a "town official" I think what you are trying to say is that the town official should respect and understand the Town Administrator has full authority. Just my thoughts.

Thank you for the opportunity to provide this input.

Respectfully,

GAY & GAY, P.C.

David T. Gay David T. Gay, Esquire

David T. Gay, Esquire Chairman Board of Bylaw Committee

DTG/ewt

TOWN OF BOURNE SELECT BOARD 24 Perry Avenue Buzzards Bay, Massachusetts 02532 (508) 759-0600

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Town of Bourne Code of Conduct

Page 1 of 4

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Approved:

Kathleen Thut

From: Sent: To: Subject: Debora Oliviere-Llanes Wednesday, October 5, 2022 16:40 Kathleen Thut RE: DRAFT Code of Conduct for elected/appointed Town Officials

Kathleen,

I have read the attached document and I think it is a detailed and informative guideline for Board members that is long overdue. I have only one comment with regard to the "Social Media Policy", I have never seen this. I have an employee handbook from 2017 and do not see any language pertaining to Social Media. I for one am happy to see this language included in the Code of Conduct but I do not have a copy of the Social Media Policy. If there is one could you please forward it over to me? Thanks.

Deb Oliviere

From: Kathleen Thut Sent: Wednesday, October 5, 2022 1:40 PM Donald J. Pickard P.O. Box 3061 Bourne, MA 02532

October 26, 2022

Select Board Town of Bourne 24 Perry Avenue Bourne, MA 02532

Re: Code of Conduct

Dear Select Board Members,

Ms. Thut forwarded the select board's proposed Code of Conduct. I have reviewed it and have a number of comments.

In review of *II. Applicability*, the wording states that the "Code of Conduct and all of it's sections apply to each elected or appointed town official".

Elected officials are identified in Article Six of the Bourne Home Rule Charter. The Finance Committee, School Building Committees and the Charter Review Committee are appointed by the Town Meeting Moderator, an elected official.

Therefore, in my opinion the select board has no authority to issue a Code of Conduct to the elected officials identified in Article Six of the Charter or committees appointed by the Moderator. My comment is based upon the fact that elected officials are elected by the voters and do not report to the members of the select board

Section 3-5 of the Charter titled Appointing Powers states that "All boards, committees, commissions appointed by the board shall be responsible to the selectmen". While these boards or committees are appointed by the board of selectmen, they are free thinking people who may not always agree with the position of the select board members and take their own position. I believe it would be ill advised for select board members to give directives to other appointed boards on how to vote on a specific matter. It is difficult enough to recruit and retain volunteers. A review of the Town of Bourne website we have thirty openings at present. But you do have recourse by not reappointing that rogue person who dares to disagree with the select board.

Select Board Members October 26, 2022 Page Two

III. Code of Conduct has some valid suggestions. Most, if not all of the points are covered in the Charter, By-Laws and State Ethic's rules which all elected or appointed officials must test on regularly.

In section **D 3**, what ever happened to freedom of speech? When you become a public official you are open to all kinds of criticism so you better have thick skin. I do not participate much on social media and I will publicly criticize or praise anyone I feel deserves the comments either positive or negative.

IV Enforcement, who is going to self-enforce? As previously stated, I do not believe select board has the authority to hold elected officials accountable, no right to restrict free speech or any type of authority to enforce anything in this Code of Conduct, Therefore, I suggest that you reconsider this idea.

If the select board feels strongly about instituting this Code of Conduct, I suggest that the title be **Town of Bourne Select Board Code of Conduct.** It should be applicable only to the select board since they are restricted to their broad policy role identified in the Charter. If the select board implements this Code of Conduct after the requisite public readings, it would be helpful to have a town counsel opinion on the authority to the select board to enact the Code of Conduct for other elected bodies.

I respectfully encourage all board or committee chairs to appear at the November select board meeting in opposition this potential policy.

Respectfully,

/s/ Donald J. Pickard

Donald J. Pickard



AGENDA Jonathan Bourne Public Library Board of Library Trustees 19 Sandwich Road Bourne, MA

November 2022 Marlene McCollem Town Administrator Bourne Town Hall 24 Perry Avenue Buzzards Bay, Ma 02532

RE: Town of Bourne Code of Conduct Policy Dear Marlene:

The Jonathan Bourne Public Library Board of Trustees received and review the above policy at its meeting on October 27, 2022. We fully understand the administrative structure in Bourne as it relates to the position of Library Director. Under Massachusetts General Law Chapter 78, there are a number of duties that are the responsibility of an elected Board of Library Trustees. Please see Sections, 11,15 and 33.

We need some clarification on Section, C - Conduct in Relation to the Town Administrator, item 6 – Refrain from directly giving instructions to or requesting assistance from department heads, but rather channel these through the Town Administrator. We understand that no single member of the Board of Trustees can directly give instruction to the Library Director, however, the Board of Trustees as an elected body must give instruction to the Library Director. This same issue is found in Section D – Conduct in Relation to Town Staff, items 2 and 4.

If you can clarify that the Jonathan Bourne Public Library Board of Trustees has the responsibility to engage directly with the Library Director to comply with the sections in MGL Chapter 78 and the Bourne Town Charter and not making said requests to the Town Administrator.

If you have any questions about the above issues, please contact me.

Sincerely,

Perry P. Davis, EDD Vice Chair of the Jonathan Bourne Public Library Board of Trustees

Kathleen Thut

From:Marlene McCollemSent:Monday, November 7, 2022 15:53To:Mary Jane Mastrangelo; Judith FromanSubject:BOS policy subcommittee question

Hi MJ & Judy:

I do want to let you know that Bryan & I have talked about if there is any benefit to adopting local policies for liquor licenses.

His advice to me is that if there is a specific issue/problem/concern that we are trying to solve, then by all means, we can create local policies in order to rectify it. But there is no general reason to adopt anything beyond the ABCC process.

Obviously we can continue to talk more about this at the next meeting, if you would like. Thank you, Marlene

Marlene McCollem Town Administrator Town of Bourne 24 Perry Avenue Bourne, MA 02532

O: 508.759.0600 x 1308 C: 774.722.4662

mmccollem@townofbourne.com







TOWN OF BOURNE

Department of Public Works 35 Ernest Valeri Drive

Buzzards Bay, MA 02532 Phone 508-759-0600 x 3 - Fax 508-759-0617 Email: dpw@townofbourne.com



Policy Number	PW-2015-02
Effective Date	August 1, 2016
Revision Dates	
Applicable To	Town Residents
Authored By	Jonathan Nelson-Director of Public Works and Facilities; George Sala-Superintendent of Public Works;
Person in Charge of Compliance	Director of Public Works
Purpose	Describe and Define the Town's Curbside Sanitation and Recycling program
Updates Required	As needed, at least every three years

1. Purpose and Scope

1.1. This policy will define and describe the cart based curbside sanitation and recycling program provided by the department of Public Works (DPW). It will adequately describe the curbside collection process for town residents, and will provide guidance as to what can and cannot be collected curbside. Residents are reminded that recycling in the town is mandatory (per bylaw 310.01), and compliance is essential to both extend the life the of the landfill, as well as preserve the environment

2. Procedure Section

2.1. Curbside Collection





- 2.1.1. Residential properties with four (4) or fewer units per lot, as determined by the Assessor's office, are eligible for curbside collection. Residential properties with five (5) or more units per lot, and trailer park communities are not eligible for curbside collection under this policy. Service will not be provided to private developments where it was determined during permitting that trash pickup shall remain private. Such conditions may be found in a Definitive Plan approval, a Special Permit approval, or as a marginal note on a site plan on file with the Planning Board, Zoning Board of Appeals, or Building Department.
- 2.1.2. The Director of Public Works (the Director) shall have final approval of all residential properties covered under this policy. If a residence meets the criteria of section 2.1.1 above, and the Director deems curbside service cannot be provided due to insufficient roadway standards (based on safety, or access issues, etc.) the residents at the address will be provided a free sticker upon request to the Residential Recycling center located at 201 MacArthur Boulevard. All decisions of the Director under this section are final.
- 2.1.3. Each residence will be issued two carts; one for household recycling and one for household trash. Carts must be placed at the curbside, in a spot easily viewable from the road, but safely out of the travel lane.
- 2.1.4. Pickup will be based on the schedules developed and issued by the DPW.
- 2.1.5. Carts shall be placed at the curbside by 7am the day of the pickup, and shall not be placed at the curbside earlier than 5pm the day before. Under no circumstances will the DPW will return to pick up carts not placed at the curbside by the designated hours. Truck mounted technology may be used to ensure confirmation of service at all residential addresses.
- 2.1.6. All recycling and trash shall be fully contained in the cart, with the lids closed.
- 2.1.7. Loose bags or trash/recycling in other containers shall not be picked up, and it will the responsibility of the resident to properly dispose of all items not picked up.
- 2.1.8. The DPW staff will be responsible to move the carts from the curb to the truck to dump, ensuring all waste is removed. Staff will then place the carts neatly back at the curbside out of the path of either roadway traffic or driveways.
- 2.2. <u>Cart</u>
 - 2.2.1. The recycling cart shall have a blue body and blue lid and the trash cart shall have a blue body and black lid.
 - 2.2.2. The carts will remain the property of the Town of Bourne, and shall be issued only to households, not individuals. The carts shall remain with





the household upon sale or transfer of property ownership.

- 2.2.3. The carts shall be labeled barcoded or tagged by the DPW to both assign the carts to a specific residence and to allow for proof of service. At no time will the data generated from this labeling or tagging be used to track the quantities of trash generated by the residence.
- 2.2.4. The carts issued by the department shall be of a durable plastic, with 10 inch wheels and solid axles for long term durability.
- 2.2.5. Each cart will have a town label or seal imprinted on it.
- 2.2.6. Only carts issued by the DPW shall be used for curbside collection.

2.3. Damaged Carts; Covered Under Warranty

- 2.3.1. Residents that notice any damage to a cart must report it immediately to the DPW.
- 2.3.2. Carts will be covered under warranty for reasonable wear and tear. This will include damage incurred while being emptied by town equipment and staff. DPW staff will be required to notify the main DPW office immediately if any cart shall become broken during regular curbside pickup or if they notice an issue considered normal wear and tear. Carts covered under the warranty shall be replaced as soon as possible by the department and delivered to the household by DPW staff.

2.4. Damaged Carts; Not Covered By Warranty

- 2.4.1. Residents that notice any damage to a cart must report it immediately to the DPW.
- 2.4.2. Residents shall be responsible for all damage above regular use or if the originally issued carts are lost and not able to be located. Residents must request replacement carts through the DPW department. Residents must pay a replacement fee, which will be set based on the town's actual replacement cost for the cart (currently approximately \$50.00). Residents must return damaged carts to the department offices, located at 35 Ernest Valeri Road, before being issued a replacement cart.
- 2.4.3. Replacement carts will be available at the DPW facility. Residents will be responsible to pick up the replacement unit.
- 2.4.4. Replacements for stolen carts will only be issued if the resident has filed a police report and is able to provide the department a copy. The fee for replacement carts reported stolen will be waived.
- 2.4.5. The Superintendent reserves the sole right to waive any fees based on the circumstances of the loss.

2.5. Items Allowed in Curbside Trash Cart

2.5.1. All non-hazardous residential waste shall be placed in the trash carts. The items include plastic bags, shredded paper, and other items not allowed in the recycling cart.

2.6. Items Allowed in Curbside Recycling Cart

2.6.1. The list of items allowed in the recycling cart may vary as the recycling





markets change, however, the list of items allowed are listed below. No trash may be placed in the recycling cart.

- 2.6.1.1. All fiber: newspapers, magazines, catalogs, cardboard, chipboard/paperboard, cereal boxes, milk cartons, clean pizza boxes, juice cartons, office paper.
- 2.6.1.2. All plastic containers #1 #7 (do not crush and keep the lids on): Soda bottles, water bottles, deli tubs, milk jugs, plant pots, yogurt cups, detergent bottles.
- 2.6.1.3. All metal containers: tin cans, aluminum cans, clean aluminum foil and pie plates.
- 2.6.1.4. All glass containers: loose glass bottles and containers. Take off the caps.

2.7. Items Not-Allowed in Curbside Recycling Cart

- **2.7.1.** The list of items not allowed in the recycling are listed below. This list is not a complete list, but attempts to cover many items residents may have questions on. If there is a question on whether something is recyclable or not, please place the item in the cart designated for trash.. The following items are not recyclable and can be placed in the curbside trash cart only.
 - 2.7.1.1. No shrink wrap, plastic bags or bubble wrap
 - 2.7.1.2. No hoses
 - 2.7.1.3. No plants, food waste or liquids
 - 2.7.1.4. No dishes, Pyrex glassware
 - 2.7.1.5. No shredded paper
 - 2.7.1.6. No polystyrene/Styrofoam
 - 2.7.1.7. No tires
 - 2.7.1.8. No plastic pouches
 - 2.7.1.9. No textiles
 - 2.7.1.10. No batteries
 - 2.7.1.11. No electronic waste
 - 2.7.1.12. No toys
 - 2.7.1.13. No K-cups
 - 2.7.1.14. No trash

3. Enforcement and Penalties

3.1. <u>Violations of Policy</u>

- **3.1.1.** Residents not following the policy outlined above will flagged and provided a notice of violation left at their door or on their barrels. Violations include the items listed below.
 - 3.1.1.1. Cart lids not fully closed
 - 3.1.1.2. Items left at the curbside not contained in the carts
 - 3.1.1.3. Carts left out prior to 5pm the night before pick up





- 3.1.1.4. Contamination in the recycling stream
- 3.1.1.5. No recycling placed at curbside
- 3.1.1.6. Hazardous materials put out for collection
- 3.1.1.7. Large, bulky or hazardous items left at the curbside
- 3.1.1.8. In-proper use of containers (ie. recycling cart being used for trash or vice versa)
- 3.1.1.9. Additional carts or barrels, not provided by the town, being placed at the curbside for pickup

3.2. <u>Termination of Service</u>

- **3.2.1.** Violations will be tracked by the DPW office. Any residence that accumulates three (3) or more violations in a rolling thirty (30) day period will have their curbside service terminated and the residence will be reported to the Town of Bourne Board of Health. Notification of termination will be sent by certified mail with the address on file with the Town of Bourne Assessor's office.
- **3.2.2.** The DPW will be responsible to collect the carts from residences that have been sent letters of termination. The collected carts will be stored for future use.

3.3. Restoration of Service Process

- 3.3.1. Residences that have had their curbside service terminated may file a written notice with the DPW requesting their curbside service be restored. The written notice must contain detailed information acknowledging the violations that occurred, and must provide a statement that acknowledges that future policy violations will not occur, and that the residents fully understand the curbside collections policy.
- 3.3.2. The Superintendent will make the determination if the resident is acting in good faith, and at the Superintendent's sole discretion, may decide to restore curbside service to the residence with in question. The Superintendent must respond to all requests within thirty (30) days from receipt of the written notice.
- 3.3.3. Residents will be required to go to the DPW site to retrieve their carts upon restoration of curbside service.

3.4. Appeals Process

- 3.4.1. Any decision by the Superintendent under this section may be appealed in writing to the Town Administrator. The Town Administrator will make the determination if the Superintendent's decision should be overturned, and may decide to restore curbside service to the residence in question. The Town Administrator must respond to all requests within thirty (30) days from receipt of the written notice. All decisions of the Town Administrator are final.
- 3.4.2. If the Town Administrator denies any appeal, that resident must wait sixty





(60) days prior to starting the Restoration of Service Process again as outlined in section 3.3 and 3.4 above.

3.5. <u>Repeat Violations</u>

3.5.1. Any resident that is found to have their curbside service terminated more than twice in one year, and with the Town Administrator upholding the decision of the Superintendent upon appeal, will automatically have their curbside collection service suspended. The effective date of the suspension shall commence on the date of the Town Administrator's

response to the appeal. The Town Administrator, in consultation with the Superintendent, shall determine the length of suspension which shall be at least a minimum of one (1) year and a maximum of three (3) years.

3.5.2. The residents may decide to apply for restoration (following section 3.3 and 3.4 of this policy) of curbside services within thirty days of the end of the suspension period. Service will not be automatically restored, and the resident must request restoration of service.

4. Changes in Service

4.1. <u>New Service</u>

4.1.1. Newly built residences, or residences currently without service in the town may request to be included in the curbside program. The request must be made directly to the DPW. Upon meeting the requirements of the policy above, the DPW will provide carts to the residence within thirty (30) days of the initial request.

4.2. <u>Cancellation of Service</u>

4.2.1. Any residence that wishes to cancel the curbside service must notify the DPW thirty (30) days prior to the date of cancellation. The DPW will be required to pick up the carts from the residence within a week of the cancellation date.

5. <u>Communications, Questions and Concerns or Additional Information</u>

5.1. <u>Communications</u>

5.1.1. Any issues or questions about the carts or curbside service should be directed to the DPW. Questions may be emailed to <u>dpw@townofbourne.com</u> or the main DPW number 508-759-0600, extension 3.

5.2. <u>Website</u>

5.2.1. All information regarding recycling in Bourne as well as the curbside program can be found at www.townofbourne.com/recycling-committee/pages/recycling-in-bourne

5.3. <u>Resident Issues</u>

5.3.1. Any resident having an issues with their carts or with employees of the





DPW must call <u>508-759-0600</u>, <u>extension</u> <u>3</u> to report the issues to the DPW supervisory staff. A DPW supervisor will set up a time to meet at the residence in question to determine a solution to the issues.

- 5.3.2. Any complaint made against a staff member will be investigated by the Superintendent or designee, and the staff member may be disciplined per the Town of Bourne's Employee Handbook if the result of the investigation proves the employee violated the policies set forth in the Employee Handbook.
- 5.3.3. Responses to issues or complaints will be completed in a timely manner by the DPW.

6. Policy Updates

- 6.1. This policy can be updated as changes are needed to better serve the residents of Bourne.
- 6.2. The policy must be updated at least every three (3) years. Updates will be posted to the Recycling in Bourne Website.
- 6.3. The Superintendent or designee is responsible to update the policy.
- 6.4. The Superintendent is responsible to approve all policy changes.

Acceptable Use of Information Technology

For

Town of Bourne, MA

Initially Compiled: October 1, 2022 By Robert Przewozeny

Department of Information Technology



Adopted by Board of Selectmen:



A. Purpose

The purpose of this policy is to outline the acceptable uses of computing and information technology resources for Town of Bourne agents and appointed or elected officials. This policy outlines the standards for acceptable use of government computing and information technology resources that include, but are not limited to, equipment, software, networks, data, and telecommunications equipment, whether owned, leased, or otherwise provided by the Town of Bourne.

B. Expectations of Persons Using Information Technology Resources

All users of town computer system(s) are expected to act in the spirit of mutual respect and cooperation, while adhering to the regulations for their use set forth in this document. Any violation may result in loss of computer access, as well as other disciplinary or legal action. Users are considered subject to all local, state and federal laws.

C. Ownership

The Town of Bourne assumes and reserves ownership of all data, files, messages, and programs stored in its computer systems. Users cannot claim ownership of any data stored in the Town of Bourne computer systems. Town computer system(s) are provided to agents and other officials to conduct routine day-to-day activities, learn various methods of producing information and carry out their job description responsibilities and duties. Access to town computer system(s) is given to those who agree to act in a considerate and responsible manner. Access is a privilege, not a right. That access entails responsibility. The Town Administrator and the Director of IT, will deem what is inappropriate use,. Inappropriate use may result in a suspension or cancellation of town computer system privileges, as well as other disciplinary or legal action.

D. Right to Monitor

The Town of Bourne reserves the right to monitor, under appropriate conditions, all data contained in the system(s), including e-mail, to protect the integrity of the system and to insure compliance with the policies, rules and regulations governing the use of its computer system(s). Employees are required to consent to this electronic monitoring. Be aware, as is the case with all computer data and files, all e-mail is the property of the Town of Bourne. The Town reserves the right to monitor, review, intercept, access, and disclose all messages created, received or sent over the system for any purpose.



The Town recognizes that personal use of its e-mail, voicemail and facsimile equipment may be necessary from time to time. However, such use shall be on a "limited" basis so as to not interfere, in any way, with the Employee's position duties and responsibilities.

E. Responsibilities as a user of the Town of Bourne's computer system(s):

1. Regarding Access:

a. You are required to have employee authorization and a user account to access any town computer system(s). User accounts and passwords for computer access are only to be used when necessary with the approval of the Department Head and the Director of IT. You may only use those systems that you are authorized to use. You may use your login account in accordance with its authorized purposes.

b. You are responsible for safeguarding your computer account. You are expected to take necessary precautions to protect access to your account. Do not share your account password with anyone.

c. E-mail is a tool that is intended to increase the efficiency of municipal communications. Employees should exercise the same discretion when using e-mail as when using any other form of communication at work. Appropriate business language must be used in all messages, and users are expected to conduct themselves in a professional manner.

2. Regarding Computer Resources:

a. You may not intentionally circumvent town computer system(s) protection facilities.

b. Electronic tampering with town computer system(s) is not permitted. You may not knowingly use any means to produce system failure, degrade performance or proliferate computer viruses.

c. You may not engage in unauthorized duplication, installation, alteration or destruction of data, programs or software. You may not transmit or disclose data, programs or software belonging to others. Users must respect all copyright laws that protect software owners, artists and writers. Plagiarism in any form will not be tolerated.

d. You may not engage in abusive or improper use of town computer system(s) which includes, but is not limited to, misuse of system/operator privileges, tampering with equipment and unauthorized removal of equipment components.



e. The town computer system(s) are and remain the property of the Town. It is not to be moved or removed from the building without the consent of the Director of IT or the Town Administrator.

f. The Town of Bourne strongly condemns the illegal distribution (otherwise known as pirating) of software. Any users caught transferring such files through the network, and any whose accounts are found to contain such illegal files, shall immediately have their accounts permanently revoked. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

3. Regarding Information Resources:

a. You are expected to abide by generally accepted rules of network etiquette and conduct yourself in a responsible, ethical and polite manner while on-line. You are not permitted to transmit, receive, submit or publish any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Such abuse includes, but is not limited to, sending/receiving offensive messages, using e-mail, voicemail or Internet to harass or discriminate against an individual on the basis of the age, race, national origin, religion or any other protected classification within the Town of Bourne or beyond via network facilities.

b. You are not permitted to use the town computer system(s) for private and/ or commercial purposes that include, but are not limited to, buying and selling merchandise, product advertising, political lobbying, political campaigning, profit-making or illegal purposes. Soliciting for outside business ventures or personal causes, transmitting confidential or privileged information, such as trade secrets, copyrighted materials, or financial or proprietary information will not be tolerated.

c. You assume all risk associated with using any information obtained via the Internet. Every effort will be made to direct users to suitable information resources; however it is impossible to preview the content of all materials available on the Internet, and a user may discover controversial information either by accident or design. The Town of Bourne specifically denies any responsibility for the accuracy or quality of information obtained through its services.

d. Attempting to use another's user account and/or password for any purpose unless authorized or attempting to gain access to other employee's messages or any other unauthorized information without permission of the Department Head or Director of IT will be grounds for disciplinary and/or legal action.



F. Regarding Violations to Policy:

Failure to comply with the appropriate use of computing and information technology resources threatens the atmosphere for the sharing of information, the free exchange of ideas and the secure environment for creating and maintaining information property and subjects one to disciplinary action. Any agent of the Town of Bourne found using computing and information technology resources in violation of this policy is subject to existing disciplinary procedures including, without limitation, suspension of system privileges, termination of employment and/or legal action as may be appropriate. Further, the Town of Bourne reserves its right to seek restitution from any user for costs incurred by the town, including legal fees, due to such user's inappropriate use of information technology.

G. Review of Policy

This policy may be assessed from time to time to reflect substantive change as a result of changes to the Town of Bourne information technology resources and/or changes in legal statutes that impact information technology resources, copyright, or other intellectual property issues. The Director of IT is responsible for determining when the policy needs to be reviewed and the process for review and revision will be coordinated with the Town Administrator. Any questions or concerns regarding this policy should be directed in writing to the undersigned.



Official's accountability as a user of the Town of Bourne's computer system(s):

I understand that I will be held accountable for all activities including, but not limited to, the content of materials sent by mail, news or any other means using my account and/or privileges. I agree to abide by the guideline set forth and that my use of this system is for routine town business only. I agree not to hold the Town of Bourne nor any of its employees responsible for the content of any materials accessed through it.

Name:	Date:
Department:	-
Department Head:	

AMENDMENT #1 TO INTERMUNICIPAL AGREEMENT AMONG THE TOWNS OF FALMOUTH, SANDWICH, MASHPEE AND BOURNE, MASSACHUSETTS FOR THE MAINTENANCE AND OPERATION OF A REGIONAL MUNICIPAL SERVICES FACILITY AT THE JOINT BASE CAPE COD.

The effective date of this AMENDMENT #1 is December _____, 2022. Each of the aforementioned Towns (hereafter, "Town", individually, and "Towns", collectively) is a municipal corporation in Barnstable County, Massachusetts. Each Town is acting by its Board of Selectmen/ Select Board, as authorized by Massachusetts General Laws chapter 40, section 4A.

WHEREAS, the Towns have jointly constructed, operated, and maintained a solid waste rail transfer station known as the Upper Cape Regional Transfer Station (UCRTS) at the Joint Base Cape Cod property (the "Site") pursuant to an Intermunicipal Agreement dated June 3, 1987, as subsequently amended on October 19, 1987, December 31, 1996, June 16, 2008, and June 30, 2015;

WHEREAS, in 2018, upon expiration of the term of said Intermunicipal Agreement, the Towns agreed that it was in their collective best interest to maintain an intermunicipal relationship among the Towns with the prospective right to occupy, operate and use the Site upon which the UCRTS has existed for such other purpose(s) as the parties may deem beneficial and appropriate; accordingly, they executed a successor Intermunicipal Agreement, effective July 1, 2018, for said purpose(s) (hereafter, the "IMA");

WHEREAS, the term of the IMA shall expire on December 31, 2022, unless said term is extended by the mutual agreement of all parties thereto;

WHEREAS, on November 1, 2022 the Select Board of the Town of Bourne voted not to extend the term of the IMA;

WHEREAS, the Towns of Falmouth, Sandwich and Mashpee collectively wish to extend the term of the IMA as a three Town agreement;

WHEREAS, in order to facilitate an extension of the existing IMA among the Towns of Falmouth, Sandwich and Mashpee, the Towns have agreed to amend the IMA to terminate Bourne's engagement as a party to the IMA prior to December 31, 2022, notwithstanding the Termination provisions of IMA Article XII. A; and
WHEREAS, this Amendment #1 has been duly authorized by votes of the Board of Selectmen/ Select Board in each Town to effect Bourne's termination as a party to the IMA.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Towns hereby agree that the Town of Bourne shall be terminated as a party to the IMA and its engagement therein shall terminate as of the effective date hereof.

The IMA is hereby amended, as follows to effect Bourne's termination as a party thereto:

1) The Title and introduction of the IMA is hereby revised to read as follows:

INTERMUNICIPAL AGREEMENT

THIS IS AN INTERMUNICIPAL AGREEMENT AMONG THE TOWNS OF FALMOUTH, SANDWICH AND MASHPEE, MASSACHUSETTS FOR THE MAINTENANCE AND OPERATION OF A REGIONAL MUNICIPAL SERVICES FACILITY AT THE JOINT BASE CAPE COD.

2) Article I of the IMA is hereby amended to read as follows:

I. THE FACILITY

Falmouth, Sandwich and Mashpee, shall jointly finance, equip, maintain, repair and operate the Site for such purposes as may be determined by the respective Towns, acting by and through their duly authorized representatives on the Board of Managers, referred to in Article III of this Agreement. In addition to the powers and duties described in Article IV of this Agreement, said Board of Managers shall be authorized to act on behalf of the Towns by entering into agreements with the department of the United States government known as Joint Base Cape Cod to enable the United States government to use the Site in the same manner as Falmouth, Sandwich and Mashpee. In this Agreement, Falmouth, Sandwich and Mashpee shall be referred to as a "Town" or collectively as the "Towns", and the Joint Base Cape Cod shall be referred to as "the JBCC".

- 3) Article VIII (Protection Against Liability), Paragraph B is amended by deleting the phrase "any of the four Towns" appearing in the first sentence thereof and replacing said phrase with "any of the three Towns".
- 4) All remaining terms and conditions of the IMA not expressly modified herein shall remain in full force and effect up to and including the extended Term expiration date.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Falmouth Board of Selectmen, all thereunto duly authorized, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, in duplicate, effective the date and year first above written.

TOWN OF FALMOUTH

Date: _____

Approved as to form:

Falmouth Town Counsel

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Sandwich Board of Selectmen, all thereunto duly authorized, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, in duplicate, effective the date and year first above written.

TOWN OF SANDWICH

Date:_____

Approved as to form:

Sandwich Town Counsel

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Mashpee Board of Selectmen, all thereunto duly authorized, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, in duplicate, effective the date and year first above written.

TOWN OF MASHPEE

Date: _____

Approved as to form:

Mashpee Town Counsel

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Bourne Board of Selectmen, all thereunto duly authorized, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, in duplicate, effective the date and year first above written.

TOWN OF BOURNE

Date: _____

Approved as to form:

Bourne Town Counsel

Kathleen Thut

From: Sent:	Patrick Costello <pcostello@lccplaw.com> Wednesday, November 30, 2022, 18:35</pcostello@lccplaw.com>
To:	Peter Johnson-Staub; Dunham, George; Rodney Collins (rccollins@mashpeema.gov);
Subject: Attachments:	Marlene McCollem JOINT BASE CAPE COD REGIONAL MUNICIPAL SERVICES FACILITY IMA AMENDMENT . IMA Amendment #1 (Draft 11-30-22).docx

Good Evening Town Managers Johnson- Staub, Dunham, Collins and Town Administrator McCollem:

By way of introduction, I serve as Town Counsel for Mashpee and have provided legal assistance on an "as needed basis" to the UCRTS Board of Managers relative to the Municipal Services Facility at Joint Base Cape Cod for a number of years. In this capacity, I have been asked to outline a process whereby the four Intermunicipal Agreement towns may amend the 2018 UCRTS Intermunicipal Agreement ("IMA") to effect Bourne's withdrawal from the IMA prior to December 31, 2022 to facilitate a prospective extension of the current IMA among the Towns of Falmouth, Sandwich and Mashpee.

In the interest of scheduling efficiency, I suggest that the Select Board votes to effect such an amendment to the IMA and the extension thereof by the three remaining Towns could take place at the same Select Board meeting.

Said votes would authorize:

1) the IMA amendment implementing Bourne's disengagement/ withdrawal from the IMA (to be executed by each of the <u>four</u> respective IMA Town Select Boards), and

2) the extension of the *amended* IMA through June 30, 2026 by the <u>three</u> remaining Town Select Boards (Falmouth, Sandwich and Mashpee).

To this end, I suggest the following motion language for consideration by the respective Select Boards:

- (Falmouth, Sandwich, Mashpee and Bourne): Move that the Board approve an Amendment to the Intermunicipal Agreement among the Towns of Falmouth, Sandwich, Mashpee and Bourne For The Maintenance and Operation of a Regional Municipal Services Facility at The Joint Base Cape Cod, dated July 1, 2018, for the purpose of effecting the Town of Bourne's withdrawal from the Intermunicipal Agreement prior to the December 31, 2022 Agreement termination date;
- 2) **(Falmouth, Sandwich and Mashpee only)** Further, move that the Board vote pursuant to Article XIV of the *amended* Intermunicipal Agreement among the Towns of Falmouth, Sandwich and Mashpee to extend the term of said Intermunicipal Agreement to June 30, 2026 upon the mutual agreement of said Towns.

I have attached a proposed draft Amendment #1 to the IMA for your (and your counsel's) review and Select Board execution to implement the IMA amendment authorized by Motion #1, above, if so approved by each Town.

Please let me know if you have any questions.

Thank you for your attention to this matter

Pat

Patrick J. Costello Louison, Costello, Condon & Pfaff, LLP Ten Post Office Square, Suite 1330 Boston, MA 02109 Office: (617) 439-0305 Cell: (617) 901-1639 Fax: (617) 439-0325 pcostello@lccplaw.com

NOTE: This e-mail is a confidential and privileged communication between Louison, Costello, Condon & Pfaff, LLP and the the intended recipient. To the extent this communication contains legal advice or counsel, it is not intended to be a public record to the extent exempted under the doctrine of attorney/client privilege, the Massachusetts Public Records Law, or any other applicable authority. Use of the information contained in this e-mail by anyone other than the intended recipient is prohibited. If you have received this message in error, please notify the sender immediately and promptly destroy any record of this e-mail.

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Kathleen Thut

From: Sent: To: Cc: Subject: Cody, David Wednesday, November 16, 2022 09:45 Maria Simone Marlene McCollem Donation Request

Good Morning Maria,

I am requesting that the BOS approve that I spend \$1800 from the FD donation account. This request is for the purpose of a purchasing a customized Bourne Fire canopy tent which will be utilized for public education events, SAFE and Senior SAFE programs, open houses and other community based events in which the FD participates.

Could you please add it to any upcoming BOS agenda for consideration?

Thank you,

Dave

TA Marlene McCollem

Board of Selectmen

Peter Meier, Chair Jared MacDonald, Vice Chair Melissa Ferretti, Clerk Judith Froman Mary Jane Mastrangelo

Others: Erica Flemming and Kathleen Thut

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

6:30 PM Call Public Session to Order in Open Session

1. Public Comment on Non-Agenda Items – There was no public comment.

2. Selectmen's Business:

Discuss and vote on a recommendation on Special Town Meeting Article #13 – Amend Zoning Bylaw Sections 3210 and 2888 – Signs Not Allowed.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to recommend approval of Article 13 (title above.) **Vote:** 0-5.

- 3. Committee Reports none.
- 4. **Other Business** none.

The Board of Selectmen moved to the BHS auditorium to participate, discuss and vote on the Special Town Meeting Articles in the auditorium at the Bourne High School until Town Meeting's conclusion.

5. Special Town Meeting and the Selectmen's meeting adjourned at 9:01 PM

Respectfully Submitted,

Kathleen Thut

TA Marlene McCollem

Board of Selectmen

Peter Meier, Chair Jared MacDonald, Vice Chair Melissa Ferretti, Clerk Judith Froman Mary Jane Mastrangelo

Others: Shawn Patterson, Jim Boyle, Chris Southwood, Dan Barrett, Phil Goddard, Neil Coleman, Fire Chief David Cody, Assistant Fire Chief David Pelonzi, Roseanne Bottaro (virtual), Ken Murphy, Heather DiPaolo, Jean Hills, and Kelly Heede.

<u>The Zoom Chat will not be monitored.</u> Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being recorded for live broadcast and televised replay by Bourne TV. If anyone is audio or visual recording, please acknowledge it at this time.

Zoom Meeting ID: 869 5775 5505 Password : 529740

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

7:10 PM Call Public Session to Order in Open Session

- 1. Moment of Silence to recognize our Troops and our public safety personnel and for the two officers that were shot in New Jersey earlier in the day.
- 2. Salute to the Flag.
- **3.** Vision: Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- **4. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
- **5.** Public Comment on Non-Agenda Items Public Comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for

comment. Based on past practice, members of the Board are not allowed to comment or respond.

6. Appointments and Licenses

- a. Discussion and possible vote to appoint Kristin L. Donahue to the Bourne Human Services Committee as the School Representative for a term ending June 30, 2023.
- 6.a. Discussion and possible vote to appoint Kristin L. Donahue to the Bourne Human Services Committee as the School Representative for a term ending June 30, 2023.

Town Administrator Marlene McCollem said that everything is in order.

Voted: Melissa Ferretti moved, and Mary Jane Mastrangelo seconded to appoint Kristin L. Donahue to the Bourne Human Services Committee as the School Representative for a term ending June 30, 2023.

Vote: 5-0-0.

7. Selectmen's Business

- a. Update from DPW curbside collection trash and recycling.
- b. Citizen request to expand curbside collection to the condominium development at Wildwood Lane in Sagamore Beach.
- c. Discussion and possible vote expiration of the Intermunicipal Agreement for the Upper Cape Regional Transfer Station on December 31, 2022.
- d. Discussion and possible vote to increase departmental fees:
 - i. Dept. of Natural Resources
 - ii. Fire Dept.
 - iii. Building and Inspection Dept.
- e. Discussion of the Board's intention for a town-wide blight / property maintenance bylaw for the May 2023 Town Meeting.
- f. Ratification of Police Superior Officers Memorandum of Agreement FY 23-25.
- g. Confirmation of the Town Administrator's authority to settle labor arbitration disputes with public employee unions.
- h. Discussion and possible vote to award the disposition of the Hoxie School and to direct the Town Administrator to proceed with a P&S.

7.a. Update from DPW – curbside collection – trash and recycling.

Jim Boyle, DPW, said that currently the Town of Bourne has a Sanitation and Recycling program with 8 packers. Some of the packers are old with over 10,000 hours on them. He said they have one dual packer that picks up trash and recycling at the same time. He listed the other packers. He also talked about the routes that the packers go on during a typical week.

Mary Jane Mastrangelo asked how they did with single stream curbside recycling. He said that they did not meet the goals that they had intended when they started the single stream curbside recycling. He said that houses being spread apart take more time and there is a vacuum issue that they are trying to straighten out, and the trash gets all over the roads. He said that there are various styles of packers and there is a packer that is more direct to stop the trash from going out.

Judith Froman asked if the list of what is recyclable that is on the lids of buckets is still accurate. Mr. Boyle said that it is accurate. He said that they will not pick up if the items in the recycling bin are incorrect items. He said he keeps a log of repeat offenders to the recycling policy. There was more discussion about recycling and educating consumers about recycling.

Ms. Mastrangelo asked what the recycling rate in Bourne is and Phil Goddard of ISWM (Integrated Solid Waste Management) said they doubled their rate when they got the carts, he said they were about 15% at the curb and they are 30% now and this number has held steady for six years.

DPW Director Shawn Patterson said that their fleet is very aged, and they are coming to a crossroads. He said that an option for them is to refurbish the packers and whatever they need for the chassis. He said it would be half the price for a new one. He said they are also looking at leasing. He said they are also having trouble with retaining drivers, and with leasing, they supply the drivers and the repairs. The turnaround time for a refurbished truck is about a year, as compared to 3 years for a new one.

7.b. Citizen request to expand curbside collection to the condominium development at Wildwood Lane in Sagamore Beach.

Chair Meier said that this request from a resident, Neil Coleman, a few months ago is to expand curbside collection at the condo development at Wildwood Lane in Sagamore Beach. Mr. Coleman said that his agenda tonight is to try to change policy to receive trash and recycling and snow plowing on Wildwood Lane. He said he wonders why they do not receive these services, and he began researching 3 years ago and he presented what he had learned to the Board, and he asked why does the Town not serve residential taxpayers equally?

Town Administrator Marlene McCollem said that the Board of Selectmen is the policy setting board of the Town, and it is within their jurisdiction to weigh in on this request. She said that there is some ambiguity in the policy from 2016. She said that as far as this location goes, they have an extensive permitting background with the Planning Board and the Building Department. She said it is time and labor intensive to go through to recreate how these projects were permitted in the past, and she has asked the Town Planner and others to take the time to do it, in which they are presently doing. She said there are marginal notes on this site plan that trash pickup remains private. She talked about the interpretations of the policy, and she thinks that this needs some discussion.

Jared MacDonald said that a lot of clarity needs to be applied here and there is a lot that goes to it, and it is going to take some time. Judith Froman said that there is ambiguity, and the Board needs to take it seriously and she recommends that the Policy Sub-Committee takes this on and then brings it back to the Board. There was some discussion about this being a policy compared to a bylaw. Mr. Patterson said that the DPW is not equipped to add any more to the workload due to not having enough employees and the proper equipment, and he said as much as he would like

to help everyone in Town, they do have their limits. Mr. Boyle added that the cost for the additional trucks that would needs to be purchased is over 1 million, and for additional carts it would be another \$400,000.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to move this to the Policy Sub-Committee.

Vote: 5-0-0.

7.c. Discussion and possible vote – expiration of the Intermunicipal Agreement for the Upper Cape Regional Transfer Station on December 31, 2022.

Dan Barrett, General Manager, Integrated Solid Waste Management (ISWM), said that there is a long history with this facility. He said it started in 2004 when the Town of Bourne decided to continue to operate its own landfill and Mr. Barrett talked about the history of the facility. He said there is 40 years of disposal capacity, therefore it may be time for the Town to back away from this agreement. He said that it is a 30-year-old station and will need some capital investment and there is zero buyout presently. He also said that once the bridges are re-built, there would be no more need for the use of the station.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to direct the Town Administrator to send a non-renewal notice to the Upper Cape Regional Transfer Station Board of Managers, notifying them that the Town of Bourne will not continue as a party to the IMA after it expires on December 31, 2022.

Vote: 5-0-0.

7.d. Discussion and possible vote to increase departmental fees:

i. **Dept. of Natural Resources** – Chris Southwood, Natural Resources Director, proposed fee increases on the town owned marine waterways infrastructure. He said that these fees have not been increased in over twenty years. He said that the contracts in his department go from May 1st to October 31st.

He proposed an increase at the dinghy docks at Henn's Cove and Barlow's Landing of \$25.00. For the dinghy and kayak racks at Monument Beach, Pocasset River and Electric Avenue, he proposed that the fee increase by \$10.00.

Mr. Southwood also proposed a new fee for storage of dinghies that are not permitted to be at one of the dinghy docks. He is proposing a fee of about \$100.00 to get your dinghy back. He also proposed going up \$10.00 for the Taylor's Point Boat Ramp.

Voted: Judith Froman moved, and Mary Jane Mastrangelo seconded to increase the fees charged by the Department of Natural Resources as presented, effective January 1st, 2023. **Vote:** 5-0-0.

ii. Fire Dept. - Fire Chief David Cody presented a PowerPoint presentation with proposed increases to the fees of the Fire Department. He said that the existing fees have been in place for many years, and he researched the fees of about 20

other Fire Departments. Chief Cody talked about what fees are charged by the Fire Department.

The fees that Chief Cody is proposing at this meeting are the: Plans Review, Inspection, Open Burning, and 21E Research Report Fees. He said that currently the Plans Review fee for every time of construction is \$50.00, no matter the size of the project or how long it takes. He said for a re-sale on a house there is a \$50.00 fee, although they are not charging for doing mandated quarterly inspections on nursing homes and hotels.

Chief Cody is proposing they start charging a \$10.00 fee for an Open burning permit, when currently there is no fee. He also is proposing to start charging a \$50.00 fee per inspection of residential care and treatment, including nursing homes, and a \$25.00 fee to all other facilities requiring inspection pursuant to MGL Ch. 148, s. 4. He also proposed a tiered fee schedule for hotels and motels based on the number of guestrooms with fees ranging from \$25.00 to \$100.00 per inspection.

He said there are other inspections that they are required to do every year, and they are not charging currently, and he is proposing that they start charging \$50.00 per inspection. These include schools, day care centers, liquor licenses, summer camps, and others.

He said that for Commercial Plans Review, the current fee is \$50.00, and he is proposing a tiered fee schedule based on square footage of \$100.00 to \$500.00 per inspection. He also proposed a fee increase of \$25.00 for a 21E Research and Written Report.

There was some discussion about how entities were identified. It was suggested that a review of the fees be made as often as every two years.

Voted: Mary Jane Mastrangelo moved, and Jared MacDonald seconded to increase the fees charged by the Bourne Fire Department as presented, effective January 1st, 2023. **Vote:** 5-0-0.

iii. Building and Inspection Dept. – Ken Murphy, Building Commissioner, said that the inspection fees for the Building Department of Bourne have not been raised in about twenty years. He said that he would like to raise the fees to generate some income to hopefully be able to get an Assistant Building Commissioner someday. The fees that Mr. Murphy is proposing to be raised was emailed to the Board. He also said that he would like to incorporate an application fee for computer assistance. There was some discussion about the how the fees will be assessed for computer assistance and the Board told Mr. Murphy that he would need to be less ambiguous with this fee.

Voted: Mary Jane Mastrangelo moved, and Jared MacDonald seconded to increase the fees charged by the Building Department as presented, with the exception of the I.T. fee of \$55.00 and to make the increased fees effective January 1st, 2023. **Vote:** 5-0-0.

7.e. Discussion of the Board's intention for a town-wide blight / property maintenance bylaw for the May 2023 Town Meeting.

Chair Meier said that this was an article that was pulled from the last Annual Town Meeting. There was discussion about the property maintenance bylaw and the blight bylaw for the downtown district. Ms. Mastrangelo said that the Blight bylaw needs to be really looked to address what needs to be in the bylaw, and what does the Town need the bylaw to accomplish, and what becomes too much discretion to the Building Commissioner.

Mr. Murphy said he gets as many as 30 calls a week dealing with blight issues. Jared MacDonald said he would like to see a list of the calls and complaints that Mr. Murphy receives. After more discussion. Chair Meier said that this should be referred to the Policy Sub-Committee as a starting point.

Voted: Jared MacDonald moved, and Judith Froman seconded to refer the town-wide blight / property maintenance bylaw to the Policy Sub-Committee for further action. **Vote:** 5-0-0.

Town Administrator Marlene McCollem said that she feels they should take agenda item 8.a. out of order.

8.a. Recycling Committee Report – efforts on Nip Bottle Ban.

Heather DiPaolo, Chair of the Recycling Committee, started by saying that there are 2 open spots on the committee and said if anyone was interested in joining the committee to contact the Board of Selectmen. She said that they were at the meeting to discuss trash. Kelly Heede said that in November 221 they had a cleanup for American Recyclables Day at Buzzards Bay Park. Ms. Heede said she decided to walk down Main Street to pick up some trash and she noticed a lot of nips bottles and she counted 49 that she picked up. She said that in April 2022, for Earth Day, they had another cleanup and she picked up 71 nip bottles along Main Street. This prompted her to take it further.

Ms. DiPaolo said that there are 5 towns in Massachusetts that have bans on nips. She said she researched on how to bring forth a bylaw, and now they would like to invite the liquor store owners to a meeting on November 17th, from noon to 1:30 PM, to have a conversation to see how they feel about the trash in the Town. She said there will be a moderator at this meeting who is not from this community. From 6 PM to 7:30 PM on the same day they are inviting the public to a meeting.

Chair Meier said that nip sales are 25% of some liquor stores business and by putting a ban on the sales of nips, it could put a store that is doing ok, into a marginal category. He said that if there is

a ban, then the buyers are going to go to the next Town available to purchase them. He said there has been discussion about putting a bottle deposit on nips at the State level, and he feels this is where this should start. He does not feel that the problem will go away by putting a ban on nips.

Ms. Mastrangelo said that at 6:00 PM on November 17th, there is a MassDOT public meeting about the bridge replacements. There was some discussion about the process that the Recycling Committee is going through and about their communication and about how they are looking at alternatives. Ms. Froman also wanted to squash the rumor that she is spearheading the ban on nips.

7.f. Ratification of Police Superior Officers Memorandum of Agreement – FY 23-25.

Ms. McCollem said that this was discussed earlier in executive session, and she encourages the Board of Selectmen to ratify the MOA.

Voted: Judith Froman moved, and Mary Jane Mastrangelo seconded to ratify the FY 23-25 Memorandum of Agreement between the Town of Bourne, and the Bourne Superior Police Officers Union as discussed in Executive Session with the materials to remain privileged. **Vote:** 5-0-0.

7.g. Confirmation of the Town Administrator's authority to settle labor arbitration disputes with public employee unions.

Ms. McCollem said this is a consistency issue and because there has been a lot of change, she and Town Counsel want to confirm that the Town Administrator can enter into settlement agreements to avoid arbitration. Ms. Mastrangelo said she feels that is should also be subject to approval by the Board. There was some discussion about the process of settling agreements and about arbitration. Ms. McCollem said that some of the details in some of these cases are very personal with employees and therefore Ms. McCollem feels that they should not go in from of the Board. Chair Meier said that the Board does not need to hear personal details but should focus on the financial implications of the Town and Ms. Mastrangelo said the Board of Selectmen would need to do the approval of the terms.

7.h. Discussion and possible vote to award the disposition of the Hoxie School and to direct the Town Administrator to proceed with a P&S.

Voted: Mary Jane Mastrangelo moved, and Judith Froman seconded to authorize the Town Administrator to pursue a purchase and sale agreement for the Hoxie School with Anna's Pals as discussed earlier in Executive Session and to proceed with disposing of the property. **Vote:** 5-0-0.

8. Committee Reports

- a. Recycling Committee Report efforts on Nip Bottle Ban.
- 8.a. Recycling Committee Report efforts on Nip Bottle Ban. Previously discussed.

9. Town Administrator Report

Ms. McCollem said that the public information meetings for the Cape Cod Bridges Program will be Tuesday, November 15th and Thursday, November 17th at 6PM and the flyer is available on the website.

Ms. McCollem said that everyone is invited to a Veteran's Day event on Friday November 11th at 10:30 AM, in the Bourne Veterans' Community Center.

Ms. McCollem also said that Bourne has been designated as a green community and there will be an announcement at an event in the Bourne Veterans' Community Center on Monday, November 7th at 1 PM. where a few other towns will also be announced as being designated green communities.

Ms. McCollem also said that Mass DEP has released their draft Title V revisions and watershed permit regulations for nitrogen sensitive areas. She said she will email the link out to the Board tomorrow. She also said that the proposed regulations are available on their website, and they will be holding 3 public hearings on them.

Ms. McCollem said that if anyone has any comments about the Town Meeting to get them to her, and she is making a list of what improvements can be made. She also said that budgets on under way for FY24 and the presentation will be in mid-January.

Ms. McCollem said that she does have a signed contract in place for an Assistant Town Administrator. Her name is Elizabeth Hartsgrove and she will joining the Town on December 5th.

10. Minutes: 6/21/22; 10/4/22

Voted: Jared MacDonald moved, and Judith Froman seconded to approve the minutes of 6/21/22.

Vote: 5-0-0.

Voted: Jared MacDonald moved, and Mary Jane Mastrangelo seconded to approve the minutes of 10/4/22.

Vote: 4-0-1. Chair Meier abstained.

11. Correspondence

Clerk, Melissa Ferretti read aloud the correspondence:

- Five DEP Letters.
- o Bourne Manor Notice of change of ownership
- MassDOT Public Information Meeting on Cape Cod bridges.
- o Letter from Xfinity.
- Wareham letter regarding Holtec discharge.
- Upper Cape Cod Tech minutes of 9/8/22.

These are all on the Town's website.

12. Other Business

None.

13. Upcoming meetings, November 15; November 29 (BOSC); December 6; December 20; December 27 (BOSC)

There was some discussion about not having the December 27th meeting and changing it to another date.

14. Adjourn

Voted: Jared MacDonald moved, and Judith Froman seconded to adjourn. **Vote:** 5-0-0.

This meeting of the Bourne Board of Selectmen was adjourned at 9:55 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary



Selectmen's Correspondence

December 6, 2022

- A. DEP letter re J-2 Range Northern PFAS Work Plan
- B. Recycling Committee Listening session re nip bottles 11/17/22
- C. Notice of Siting Board Meeting NStar
- D. Upper Cape Tech District meeting minutes -10/13/22
- E. Xfinity letter rate increase



Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker Governor Bethany A. Card Secretary

Karyn E. Polito Lieutenant Governor Martin Suuberg Commissioner

November 22, 2022

Impact Area Groundwater Study Program ATTN: Mr. Shawn Cody, Program Manager 1807 West Outer Road Camp Edwards, MA 02542 RE: **BOURNE – BWSC** Release Tracking Number: 4-0015031 Joint Base Cape Cod (JBCC) **Draft Final J-2 Range Northern PFAS Work Plan - RCL,** Comment

Dear Mr. Cody:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the Impact Area Groundwater Study Program (IAGWSP) responses to comments letter (RCL) dated November 6, 2022, issued in response to MassDEP comments dated October 4, 2022, on the document **"Draft Final J-2 Range Northern PFAS Work Plan"** (Work Plan) dated September 2022. The Work Plan presents the IAGWSP proposal to collect additional groundwater samples for per- and polyfluoroalkyl substances analyses within the J-2 Northern Range Groundwater Operable Unit at Joint Base Cape Cod.

MassDEP has no comments on the RCL and no additional comments on the Work Plan.

Please incorporate this letter into the Administrative Record for the J-2 Range Northern Groundwater Operable Unit. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely

Leonard J. Pinaud, Chief Federal Site Management Bureau of Waste Site Cleanup

P/ej

Ec: Upper Cape Select Boards Upper Cape Boards of Health JBCC Cleanup Team MassDEP Boston/Southeast Region

> This information is available in alternate format. Contact Glynis Bugg at 617-348-4040. TTY# MassRelay Service 1-800-439-2370 MassDEP Website: www.mass.gov/dep Printed on Recycled Paper

From: Bourne Recycling Committee Contact: Heather DiPaolo

Subject: Listening Sessions held regarding nip litter For Immediate Release

On Thursday, November 17th 2022, the Bourne Recycling Committee hosted two listening sessions concerning nip litter along the roadsides and in public spaces in the town of Bourne. The first session was with an invited group of businesses that hold Liquor Licenses from Bourne Town Hall. The second session was for the public comments. Both listening sessions were held in-person at the Jonathan Bourne Public Library and moderated by Falmouth resident, Barbara Schneider.

In the first session, seven out of the nine business were able to attend. There was a robust discussion about the purpose of nips in our society along with possible solutions for curbing litter of these items.

In the second session the public voiced concern over nip litter – and all litter - on our roadsides. Many solutions were discussed by these participants.

The Bourne Recycling Committee is compiling all these comments and will decide how to proceed. The next Recycling Committee meeting will be held on Wednesday, December 14th 2022 at 10am in the conference room of the Bourne Department of Public Works located at 35 Ernest Valeri Road in Buzzards Bay. These meetings are open to the public.

COMMONWEALTH OF MASSACHUSETTS

ENERGY FACILITIES SITING BOARD AND DEPARTMENT OF PUBLIC UTILITIES

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NOTICE OF SITING BOARD MEETING

EFSB 19-06/D.P.U. 19-142/19-143 NSTAR Electric Company d/b/a Eversource Energy

On November 8, 2019, pursuant to G.L. c. 164, §§ 69J, 72, and G.L. c. 40A, § 3, NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or the "Company"), located at 247 Station Drive, Westwood, Massachusetts 02090, filed three related petitions with the Energy Facilities Siting Board ("Siting Board") and the Department of Public Utilities ("Department") in connection with the Company's proposal to construct, operate and maintain an approximately 12.5 mile, overhead 115 kilovolt ("kV") electric transmission line in the towns of Bourne, Sandwich, and Barnstable, Massachusetts ("New Line"). The New Line is proposed to be constructed in an existing Eversource right-of-way ("ROW") between Eversource's Bourne Switching Station and West Barnstable Substation, including new equipment and the extension of the existing western fence line at the West Barnstable Substation by approximately 65 feet to accommodate the modifications. The New Line, together with the related station modifications, are referred to as the Mid Cape Reliability Project (the "Project"). Eversource has stated that the Project is proposed to enhance the reliability of the regional electric transmission system on Cape Cod, Martha's Vineyard and Nantucket.

The Siting Board will conduct a remote Siting Board meeting **on Thursday, December 15, 2022, at 1:00 p.m.** The purpose of the Siting Board meeting is to listen to comments, deliberate and vote on whether to approve, approve with conditions or amendments, or reject the Tentative Decision issued by the Siting Board. An opportunity for additional written comments on the Tentative Decision prior to the Siting Board meeting will also be provided as set forth below. The Tentative Decision will be available on the Siting Board's information webpage for this proceeding: <u>https://mass.gov/info-details/mid-cape-reliability-project</u>.

The Siting Board meeting will be conducted online using Zoom videoconferencing. Attendees can join by clicking (or entering) the following link: <u>https://us06web.zoom.us/j/86878453120</u> from a computer, smartphone, or tablet. For audio-only participation, attendees can access the meeting by calling (646) 558-8656 (not toll free) and then enter the Webinar ID: 86878453120. For technical assistance with Zoom issues, before or during the meeting, call or text (857) 200-0065. A recording of the Siting Board meeting will be posted to the Department's YouTube channel after the meeting at <u>https://www.youtube.com/channel/UCklPj6xxSKww-Kr26lEZVTA/streams</u>.

Public Access and Opportunity for Public Comment

Pursuant to Massachusetts Open Meeting Law, G.L. c. 30A, §§18-25; 980 CMR 2.04(1); and St. 2021, c. 20, as extended by St. 2022, c. 107, the Siting Board will conduct a remote Siting Board meeting using Zoom to hear comments, deliberate, and vote on the Tentative Decision.

If you wish to provide oral comments at the Siting Board meeting, please sign up by email with <u>geneen.bartley@mass.gov</u> with your name, email address, and mailing address by noon on **Wednesday, December 14, 2022**. If you anticipate commenting by telephone, please leave a voicemail message at (617) 305-3529 with your full name, telephone number (the one you will use to dial in), and mailing address by this date. Additional comments may be allowed during the meeting at the discretion of the Siting Board Chair.

Parties may file written comments on the Tentative Decision with the Presiding Officer and the electronic Service List for the proceeding no later than 5:00 p.m. on **Monday, December 12, 2022**. Members of the public wishing to submit written comments on the Tentative Decision should submit comments by the close of business, <u>Wednesday, December 14, 2022</u>. Please file comments by email with <u>dpu.efiling@mass.gov</u>.

Language Access and Accommodation Requests

Reasonable accommodations for persons with disabilities are available upon request. Include a complete description of the accommodation you will need and a way we can contact you if we need more information. Please provide as much advance notice as possible. Last minute requests will be accepted, but we may be unable to fulfill the request. Please send your requests to: Melixza G. Esenyie, ADA and Diversity Manager at the Executive Office of Energy and Environmental Affairs at Melixza.Esenyie2@mass.gov or call 617-626-1282.

Requests for interpretation services will be accommodated with sufficient advance notice. Include in your request the language required, and a way to contact you if the Presiding Officer needs more information. Please provide as much advance notice as possible. Last minute requests may not be able to be accommodated. Please email any requests for interpretation services by Wednesday, December 7, 2022 to allow sufficient time for suitable arrangements to be made.

Contact

Any person desiring additional information regarding the Notice, may contact the Presiding Officer at the telephone number, or email below:

Donna Sharkey, Presiding Officer One South Station Boston, Massachusetts 02110 617 305-3625 (voicemail) donna.sharkey@mass.gov

UPPER CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT COMMITTEE OCTOBER 13, 2022 MEETING HELD AT THE SCHOOL 220 SANDWICH ROAD, BOURNE, MA_02532

<u>PRESENT:</u> Robert Fichtenmayer, Chair; Ellen Barber; Dominic Cammarano; Thomas Corriveau; Mary Crook; Michael Degan; Christine Marcolini; David P. Sampson; Maryann Smith; Roger Forget; Josh Greeley; Sharon Brito, Recording Secretary.

ABSENT: None.

The meeting was called to order at 6:20 p.m. followed by the Pledge of Allegiance to the Flag. Mr. Fichtenmayer announced that the meeting was being recorded via an audio device.

<u>STUDENT ADVISORY REPRESENTATIVE:</u> Kaitlyn Wright, a sophomore in Veterinary Technology, and Grace Ames, a senior in Health Technology updated the committee on student activities since the start of school. They also discussed an upcoming walk scheduled for Saturday, October 22nd in North Falmouth. The walk will be held in memory of Kianna Barrows. Kianna was a 2020 graduate of Upper Cape Tech who lost her life last year in a senseless act of violence.

STUDENT SPOTLIGHT / CURRICULUM UPDATE: None.

PUBLIC PARTICIPATION: None.

<u>APPROVAL OF MINUTES</u>: A <u>motion</u> was made by Ms. Smith, seconded by Mr. Degan, for approval of the minutes of the September 8, 2022 regular meeting. <u>Motion passed</u> <u>unanimously</u>.

<u>COMMUNICATIONS</u>: The Superintendent read an e-mail from the Osterville Men's Club thanking him and Mr. Greeley for providing the group's Executive Board with a tour of the school and lunch. He also read a letter from Richard Giannelli, Marine Technology teacher, indicating his intention to retire at the conclusion of the school year.

REPORT OF COMMITTEES:

Budget – The Budget Sub-Committee met on October 3rd and has one agenda item for tonight's meeting.

Policy – The Policy Sub-Committee agreed to meet on Monday, October 24th at 5:30 p.m. to review recent policy recommendations made by the Massachusetts Association of School Committees.

Evaluation – The sub-committee met on October 3rd to review the Superintendent's goals and the evaluation timeline. Mr. Forget's goals will be presented to the full committee at the November meeting. Because the sub-committee will now also be evaluating the Administrative Assistant, the name of the sub-committee has been changed from "Superintendent Evaluation Sub-Committee" to "Evaluation Sub-Committee." The sub-committee will meet again on October 24th at 5:00 p.m.

<u>TREASURER'S REPORT</u>: Mr. Degan distributed the Treasurer's Report for warrants #12 and #14 highlighting the larger expenditures on the warrants including air conditioning repairs, bus repairs, heating controls, student transportation costs, and the purchase of cafeteria food, computers and new security cameras. He also discussed revenue received from the wind turbine with ConEd and net metering credits from the solar canopies.

SUPERINTENDENT'S REPORT: Mr. Forget distributed the program from the annual Tech Open Scholarship Golf Tournament that took place on September 18th at the Falmouth Country Club. This year's tournament raised over \$32,000 all of which will provide scholarships and tool awards to our graduates. He informed the committee that he has been approached about UCT becoming a Purple Star campus. A Purple Star campus is a designated campus that shows a deep commitment to students and families connected with the nation's military. He has met again recently with base officials regarding the second means of egress which runs parallel to the military reservation. The roadway has been leveled and 6" of base and 2" of millings will be put down and there will be a usable second means of egress. Mr. Forget will work with the Bourne Police Department on training officers to access the campus via this roadway in the event of an emergency. Committee members thanked the Superintendent for his diligence in bringing this to fruition, acknowledging the importance of a second means of egress. Six representatives from the Massachusetts School Building Authority conducted a senior survey here earlier in the week. The senior survey was in response to the district's application for MSBA funding for a new roof and a new gymnasium. The Superintendent thanked the School Committee members who participated in the visit. Finally, Mr. Forget discussed the Program Advisory meetings which took place on October 12th stating that Culinary Arts did an amazing job with the food preparation and presentation. There were nearly 160 advisory members present and the meetings were very productive with the attendees very engaged.

<u>PRINCIPAL'S REPORT</u>: Mr. Greeley provided a brief update on the extra-curricular clubs and the fall sports teams, stating that the cross country team is undefeated and the girls' soccer team is tied for first place. The golf team won the Mayflower Athletic Conference for the second year in a row and Matt Lombard was named Coach of the Year once again. Mr. McDonald has revitalized the Art Club and the Drama Club will be having a dinner

theater production once again. The Principal informed the committee that the PSAT's will be administered on Saturday, October 15th with approximately 80 students signed up to take the test. The Grade Eight Open House will take place on October 27th. There will be on-site admissions and live demonstrations in each of the technical areas. The Powder Puff football game will take place on November 18th and the PTO Craft Fair will be held on November 19th and 20th. UCT will be due for their five-year focused visit in the spring as part of the NEASC school accreditation process. The dates for the visit are tentatively scheduled for May 9, 10 and 11. Mr. Greeley reported that there are currently 74 students out on co-op. He then distributed the MCAS results from the spring testing, explaining how the results ratings have changed from the Legacy MCAS to the Next-Gen MCAS. This is the 11th year in a row with no failures in English Language Arts. Of the 183 students taking the exam, there were seven failures in Mathematics and 13 in Biology. Mr. Greeley stated that, interestingly enough, Biology also had the highest percentage of scores in the "Exceeding Expectations" category. The Principal went on to state that there are a number of mitigation strategies in place to increase scores at each grade level.

NEW BUSINESS:

MASC Voting Delegate – Mr. Degan nominated Ms. Crook, seconded by Mr. Corriveau, to serve as the voting delegate at the MASC delegate assembly on November 2, 2022. <u>Motion passed unanimously.</u>

MASC Resolutions – The resolutions that will be put forth at the annual business meeting as part of the MASC conference in November were included in the mailout for discussion. The committee made the following recommendations to the Voting Delegate:

RESOLUTION 1: REGARDING SANCTUARY LAWS FOR TRANSGENDER STUDENTS

(Sponsored by the Lexington School Committee and co-sponsored by the Worcester, Somerville, Grafton, and Franklin School Committees)

WHEREAS the Commonwealth of Massachusetts has a long history of standing for civil rights, including advocacy for a bill of rights in the U.S. Constitution; and

WHEREAS Massachusetts codified gender identity as a protected class in the 2011 Act Relative to Gender Identity; and

WHEREAS all children deserve a safe environment in which to grow up; and WHEREAS some state governments are now criminalizing supportive medical care for trans individuals, moving to bar families from traveling to access such care, and otherwise violating the civil rights of trans children and their families; and

WHEREAS the defense of the civil rights of the historically marginalized is contained within the first article of the Massachusetts Constitution right of "seeking and obtaining their safety and happiness;"

THEREFORE BE IT RESOLVED that the Massachusetts Association of School Committees calls on the Great and General Court to join with other states in the passage of so-called "sanctuary" laws to ensure such children and their families have "the power of enjoying, in safety and tranquility, their natural rights and the blessings of life," as guaranteed by the Constitution of the Commonwealth. Mr. Cammarano made a motion, seconded by Ms. Smith, that the committee abstain on this resolution. Ms. Barber, Mr. Cammarano, Mr. Corriveau, Mr. Fichtenmayer, and Ms. Smith in favor. Mr. Degan, Ms. Marcolini, and Mr. Sampson opposed. Ms. Crook abstained. Motion passed to abstain on Resolution #1.

RESOLUTION 2: TO INCREASE THE MAXIMUM BALANCE ALLOWED BY THE SPECIAL EDUCATION RESERVE FUND

(Sponsored by the Plympton School Committee)

WHEREAS the Municipal Modernization Act allows for municipalities in conjunction with their school districts to create a Special Education Reserve Fund to cover the cost of unanticipated or unbudgeted special education costs, including the cost of out-of-district placements and special education transportation; and

WHEREAS the current language of the Special Education Reserve Fund caps the balance at 2 percent of annual net school spending, which for many rural and small districts does not leave enough in reserves to meet the needs of a single student who is placed into a collaborative setting, never mind a student who may be medically fragile and in need of an intensive residential placement; and

WHEREAS school districts with large student bodies are more likely to experience multiple unanticipated and unbudgeted special education related expenses throughout the school year;

THEREFORE BE IT RESOLVED that the Massachusetts Asso-ciation of School Committees calls upon the Massachusetts Legislature to amend Chapter 40, Section 13E, by deleting "2 percent of the annual net school spending" and by inserting the following "5 percent of the annual net school spending." Ms. Smith made a motion, seconded by Mr. Degan, to support this resolution. <u>Motion passed unanimously.</u>

RESOLUTION 3: MEMBERSHIP OF THE BOARD OF ELEMENTARY AND SECONDARY EDUCATION

(Submitted by the Arlington School Committee)

WHEREAS the Board of Elementary and Secondary Education has broad powers to set education policy and enact regulations for Massachusetts public schools; and

WHEREAS the Board of Elementary and Secondary Education has the power to choose a receiver to replace an elected school committee; and

WHEREAS the Board of Elementary and Secondary Education governs educator licensure in Massachusetts; and

WHEREAS practicing educators and school committee members are prohibited from serving on the Board of Elementary and Secondary Education; and WHEREAS the teaching profession is the only profession or trade in Massachusetts where the holders of a license are prohibited from serving on its governing board; and

WHEREAS professional expertise and a commitment to public governance should not disgualify a person from serving in a leadership role;

THEREFORE BE IT RESOLVED that the Massachusetts Association of School Committees calls for the enactment of legislation to repeal the provision of Massachusetts law that prohibits practicing educators and sitting school commit- tee members from serving on the Board of Elementary and Secondary Education;

BE IT FURTHER RESOLVED that the Massachusetts Association of School Committees calls for legislation to reconstitute the Board of Elementary and Secondary Education by including members with expertise as licensed educators and members with expertise in public school governance. Ms. Crook made a motion, seconded by Mr. Cammarano, to support Resolution #3. Motion passed unanimously.

RESOLUTION 4: PRESERVING LOCAL GOVERNANCE OF MASSACHUSETTS SCHOOLS

(Sponsored by the Arlington School Committee)

WHEREAS the Massachusetts Department of Elementary and Secondary Education has exercised its power to take over school districts in Lawrence in 2011, Holyoke in 2015, and Southbridge in 2016; and

WHEREAS the placement of the public schools of Lawrence, Holyoke, and Southbridge in receivership has removed their respective school committees from their role as the governing board for their schools, and has replaced local governance with a state receiver; and

WHEREAS a Boston Globe analysis of test scores, graduation rates, college enrollment, and a dozen other metrics in Lawrence, Holyoke, and Southbridge

shows state receivers have failed to meet almost all of its stated goals for the districts; and

WHEREAS the Massachusetts Department of Elementary and Secondary Education has no plan, strategy, or timeline for restoring local governance and accountability to the voters of Lawrence, Holyoke, and Southbridge; and WHEREAS the Massachusetts Association of School Committees asserts that a strong system of local governance and accountability is the foundation of excellent schools;

THEREFORE BE IT RESOLVED that the Massachusetts Association of School Committees calls on the Commonwealth of Massachusetts to restore local governance and accountability for the Lawrence, Holyoke, and Southbridge Public Schools no later than July 1, 2023; and

BE IT FURTHER RESOLVED that the Massachusetts Association of School Committees calls on the Massachusetts Legislature to enact legislation to limit any future state takeovers to a term of no more than three years. Mr. Degan made a <u>motion</u>, seconded by Mr. Cammarano, to abstain on Resolution #4. <u>Motion passed unanimously.</u>

RESOLUTION 5: PERSONAL FINANCIAL LITERACY EDUCATION

(Sponsored by the Framingham School Committee)

WHEREAS students will need to make wise financial decisions to promote financial well-being throughout their lives; and

WHEREAS students will need to develop actionable strategies to manage their futures, including managing their budgets by developing savings plans, navigating credit and debt, and creating a blueprint for financing higher education or their careers; and

WHEREAS students will need to be informed consumers when making everyday purchases for both small and large items; and

WHEREAS with guidance and financial literacy, students have increased chances of affording and attaining a college education; and

WHEREAS without prior long-term financial planning, higher education plans do not come to fruition for many students due to extraordinary tuition rates; and

WHEREAS college tuitions and other financial choices, such as credit card debt and loans, can saddle students with a lifetime of debt due to their inability to pay back student and other type of loans;

THEREFORE BE IT RESOLVED that MASC file legislation that would have the effect of ensuring that all students have exposure to personal financial literacy curricula and, ultimately, graduate from high school with the lifelong knowledge of how to be fiscally responsible to avoid being deterred by financial woes. This legislation should ensure that the students at various levels would benefit from curriculum in Massachusetts' public schools which would

6.

include content in personal financial literacy. Ms. Smith made a <u>motion</u>, seconded by Mr. Cammarano, to support Resolution #5. <u>Motion passed</u> <u>unanimously</u>.

RESOLUTION 6: ESTABLISHMENT OFA REGIONAL SCHOOL ASSESSMENT RESERVE FUND

(Sponsored by the Silver Lake Regional School Committee)

WHEREAS Regional School Committees of the Common- wealth are tasked with producing financially sound budgets designed to meet the needs of all their students just like all public school committees of Massachusetts; and WHEREAS municipalities of Regional Schools are presented with Regional Assessments which can fluctuate dramatically based on enrollment percentage changes and can

be further exacerbated by unbalanced adjustments of the Equalized Valuation (EQV) of property, a key metric in the state's formula used to calculate the minimum required local contribution; and

WHEREAS in 2016 the State of Massachusetts passed the Municipal Modernization Act which aimed to grant more local control and encouraged financial efficiencies where possible, the precedent exists in statute to support the creation of a Regional Schools Assessment Reserve Fund which could be used to offset abnormally large increases to a municipality's regional assessment;

THEREFORE BE IT RESOLVED: that the Massachusetts Association of School Committees calls upon the Massachusetts Legislature to enact or amend legislation which permits municipalities to establish a Regional School Assessment Reserve Fund. Mr. Corriveau made a motion, seconded by Mr. Degan, to support Resolution #6. Motion passed unanimously.

FY23 Stabilization Payment – Mr. Degan made a <u>motion</u>, seconded by Ms. Crook, to follow the recommendation of the Budget Sub-Committee to authorize a payment of the FY23 Stabilization Capital Fund in the amount of \$175,000.00. <u>Motion passed</u> <u>unanimously.</u>

Mr. Corriveua made a <u>motion</u>, seconded by Mr. Cammarano, to adjourn the regular meeting at 7:38 P.M. <u>Motion passed unanimously</u>.

A True Copy Attest

Sharon R. Brito, Secretary

Date: 11-10-202 (Seal)

Documents reviewed / referred to:

- 10/13/2022 School Committee Packet
- Thank You Note from the Osterville Men's Club
- Notice of Retirement from R. Giannelli
- Treasurer's Notes Dated 10/13/2022
- UCT 2022 Scholarship Golf Tournament Program

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• Spring 2022 MCAS Results



November 18, 2022

Board of Selectmen Town of Bourne 24 Perry Avenue Buzzards Bay, MA 02532

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2022, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee.

Enclosed are the notices customers will receive within their bill starting November 20, 2022. We know you may have questions about these changes. If I can be of any further assistance, please don't hesitate to contact me via email at **Michael_Galla@comcast.com**.

Sincerely, Míchael Galla Michael Galla, Sr. Manager

Government & Regulatory Affairs

Enclosures: Customer Notices



Important information regarding your Xfinity services and pricing

Effective December 20, 2022

Xfinity TV	Current	New
Broadcast TV Fee	\$22.25	\$24.70
Regional Sports Fee	\$14.10	\$14.45
Franchise Costs		
Bourne	\$0.05	\$0.33
Sandwich	\$1.19	\$1.26
Choice TV Select	\$32.50	\$37.50
Choice TV Select - with TV Box	\$41.00	\$47.50
Service to Additional TV with TV Adapter	\$8.50	\$10.00
TV Box and Remote	\$8.50	\$10.00
HD TV Box and Remote Limited Basic	\$8.50	\$10.00
Pay-Per-View and On Demand		
Subscription Services	Current	New
Acorn TV On Demand	\$5.99	\$6.99
Installation	Current	New
In-Home Service Visit - After Initial Installation of Service	\$70.00	\$100.00
Xfinity Internet	Current	New
Modem Rental	\$14.00	\$15.00

Important Information – Price Changes December 20, 2022 Additional Information

In addition to the price changes listed in the attached general **Important Information Regarding Xfinity Services and Pricing**, customers subscribing to the services below will receive a bill message regarding the pricing change to their service.

Bill Message Text:

"In addition to the price changes listed on the general Important Information Regarding Xfinity Services and Pricing, on December 20, 2022, the price of [package or service name from below] will increase from \$XX.XX to \$XX.XX per month. Prices exclude taxes and fees."

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	Current	New	SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS Cont.	Current	New
Digital Preferred Tier	\$17.95	\$20.00	Standard+ Double Play	\$110.99	\$114.99
Choice Limited TV	\$30.00	\$35.00	Select+ Double Play	\$139.99	\$141.99
Digital Preferred Package	\$85.22	\$87.27	Signature+ Double Play	\$169.99	\$171.99
Digital Preferred Tier with Showtime	\$29.95	\$32.00	Super+ Double Play	\$189.99	\$191.99
Digital Preferred Tier with The Movie Channel	\$29.95	\$32.00	Preferred & Internet Pkg (MDU)	\$91.89	\$94.89
Digital Preferred Tier with Cinemax	\$29.95	\$32.00	Economy Double Play	\$99.99	\$102.99
Digital Preferred Tier With HBO Max	\$32.94	\$34.99	Select Double Play	\$119.99	\$122.99
Choice Triple Play	\$99.99	\$100.99	Signature Double Play	\$139.99	\$142.99
Standard+ More Triple Play	\$130.99	\$131.99	Super Double Play	\$169.99	\$172.99
Select+ More Triple Play	\$159.99	\$160.99	Blast! Plus Double Play with HBO Max	\$109.99	\$112.99
Signature+ More Triple Play	\$189.99	\$190.99	Internet Pro Plus Double Play with HBO Max	\$94.99	\$97.99
Super+ More Triple Play	\$199.99	\$201.99	Internet Pro Plus Double Play with Showtime	\$91.99	\$94.99
Preferred Triple Play (MDU)	\$117.99	\$120.99	Premier Double Play with Performance Pro Int	\$189.99	\$192.99
Preferred Extra Triple Play	\$129.99	\$132.99	Internet Plus Latino Double Play	\$87.99	\$90.99
Select Triple Play	\$149.99	\$151.99	Internet Plus Double Play with Showtime	\$81.99	\$84.99
Signature Triple Play	\$169.99	\$171.99	Blast! Extra Double Play	\$92.99	\$95.99
Super Triple Play	\$199.99	\$201.99	Blast! Plus Double Play	\$102.99	\$105.99
HD Extra Bundle	\$162.99	\$165.99	Preferred Double Play	\$151.99	\$154.99
HD Plus Triple Play	\$187.99	\$190.99	Multilatino Double Play	\$136.99	\$139.99
Value Plus Triple Play	\$142.99	\$145.99	Internet Plus Double Play with HBO	\$87.99	\$90.99
MultiLatino Ultra Triple Play	\$162.99	\$165.99	Preferred Latino Double Play	\$169.99	\$172.99
MultiLatino Ultra Bundle	\$162.99	\$165.99	Performance Internet	\$64.95	\$67.00
MultiLatino Ultra HD Triple Play	\$172.99	\$175.99	Gigabit Pro Internet	\$299.95	\$300.00
MultiLatino HD Ultra Plus	\$192.99	\$195.99	Gigabit x2 Internet	\$129.95	\$130.00
MultiLatino Ultra Plus	\$192.99	\$195.99	Performance Starter Internet	\$59.95	\$65.00
Extra XF Bundle	\$154.99	\$157.99	Desi Pack	\$29.99	\$32.99
Preferred XF Bundle	\$167.99	\$170.99	Modem Rental	\$14.00	\$15.00

Important Information - Price Changes December 20, 2022 Additional Information Continued

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	C	Current	New			
PREMIER TIER W/SPORTS	\$	59.95	\$	62.00		
DIGITAL PREMIER TIER WITH SPORTS	\$	63.95	\$	66.00		
DIGITAL PREMIER TIER	\$	64.95	\$	67.00		
TOTAL PREMIUM	\$	64.95	\$	67.00		
PERFORMANCE INTERNET & VOICE	\$	109.90	\$	111.95		
DIGITAL PREMIER WITH SPORTS AND 4 PREMIUM CHANNELS	\$	128.17	\$	130.22		
DOUBLE PLAY BUNDLE WITH BLAST! INTERNET & VOICE	\$	129.90	\$	131.95		
PREFERRED DOUBLE PLAY WITH UNLIMITED VOICE	\$	131.12	\$	133.17		
DIGITAL PREMIER WITH SPORTS AND 5 PREMIUM CHANNELS	\$	132.17	\$	134.22		
DIGITAL PREMIER PACKAGE WITH 5 PREMIUM CHANNELS	\$	133.17	\$	135.22		
EXTRA XF DOUBLE PLAY	\$	133.17	\$	135.22		

2023 Licenses Renewals

	por the second			Wkdy		Sunday				Auto	Auto	
				Com	Amus	Amuse		Gener	Auto	Class	Class	Public
D/B/A	NAME	ADDRESS	Liquor	Vic	е	ment	COAD	al	Class I			Livery
		Club - All Alcoho	lic									
	Aptucxet Post #5988, V.F.W.	,					,	,				
d/b/a Aptucxet Post #5988	Building Association, Inc.	180 Shore Road, Bourne	x	x	x	x	x					
	Buzzards Bay Aerie #3741,	39 Cohasset Avenue, Buzzards										
d/b/a Buzzards Bay Eagles	Fraternal Order of Eagles, Inc.	Bay	x	x	x	x			1			
		7 Commonwealth Avenue,										
d/b/a Marconi Club	Club Italiano Guglielmo Marconi	Sagamore	x	x						-		
	Monument Beach Sportman's	Dump Road, Off MacArthur Blvd.,										
	Club, Inc.	Monument Beach	x	X	X	x						
	Pocasset Golf Club, Inc.	Clubhouse Drive, Pocasset	х	Х	Х	x						
	Wasse Transland Ohila I.											
	weary Travelers Club, Inc.	77 Valley Bars Road	X	Х	Х	X	Х					
		ommon victualer - All	AICO	holic								
d/b/a The Bog Tayorn	Craphorn da LLC	11 Drivedeen Deed, Devree										
d/b/a Bridge View Grill		11 Brigadoon Road, Bourne	X	X	X	X						
arbra bridge view Grill		109 Trowbridge Road, Bourne	<u> </u>	X	X	<u> </u>						
d/b/a Courtvard Restaurant	Millerco Corporation	1227 County Dood Cotournet										
dibia Oodityala Restaulant		1337 County Road, Cataumet	<u> </u>	X	X	<u> </u>						
	Leo's Seafood Restaurant, Inc.	249 Main Street, Buzzards Bay										
d/b/a The Lobster Trap Fish		2 to Main Chool, Buzzardo Bay	<u> </u>	^								
Market and Restaurant	Lobster Trap Fish Market, Inc.	290 Shore Road, Bourne	x	x	x	× ×						
				~		~						
d/b/a Lost Dog Canal Café	Freedom City, Inc.	71 Cranberry Highway, Sagamore	х	x	x	x	x					
	Manoney's on Main LLC	57 Main Street, Buzzards Bay	X	Х	X							
	Mozza Luna Restaurant Jus											
d/b/a Old Bridge Bar and	Old Bridge Bar and Restaurant, Inc.	253 Main Street, Buzzards Bay	X	X								
Restaurant	Inc	304 Main Street, B. Bay	x	x	x							
Common Victualer - All Alcoholic - Continued												
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			- 1	N 1999	Wkdy	Sunday				Auto	Auto	
D/D/A		Provide and the second	- ¹⁶ 1	Com	Amus	Amuse		Gener	Auto	Class	Class	Public
D/B/A	NAME	ADDRESS	Liquor	Vic	е	ment	COAD	al	Class I			Livery
d/b/a The Parrot Bar & Grille	Batman Corp	1356 Route 28A, Cataumet	x	x	x	x						
d/b/a Rod &Rail	BBay149LLC	145 Main Street, B. Bay	x	x	x	x						
KKP, Inc.	d/b/a The Sagamore Inn	1131 Route 6A, Sagaamore	x	x	x							
d/b/a Stir Crazy Restaurant	Bopha Angkor's Stir Crazy LLC	570 MacArthur Blvd., Pocasset	x	x								
d/b/a Stomping Grounds Grille	Stomping Grounds, Inc.	240 Main Street, B. Bay	x	x	x							
d/b/a TJ's Grill and Bar	Buzzard's Bay Bars LLC	4 Bourne Bridge Approach	x	x	x	x						
d/b/a Trading Post Lounge	Trading Post Restaurant, Inc.	12 Trowbridge Road, Bourne	x	x	x	x	x					
d/b/a Wayho Restaurant	Wayho, Inc.	300 Main Street, Buzzards Bay	x	x								
d/b/a Whaleback Restaurant	Whaleback Restaurant, Inc.	1052 Sandwich Road, Sagamore	x	x	x							
d/b/a Buzzards Bay House of Pizza	BBHP, Inc.	270 Main Street, Buzzards Bay	x	x								
d/b/a East Wind Lobster & Grille	Buzzards Bay Marina LLC	2 Main Street, B. Bay	x	x					5		-	
d/b/a Golden Place Restaurant	Chen Restaurant, Inc.	4 Barlow's Landing Road, Unit 2A, Pocasset	x	x								
d/b/a Graziella's	Graziella's Pizza, LLC	375 Barlows Landing Rd. , Pocasset	x	x								

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	C	ommon Victualer - Wi	ne &	Malt	C							
D/B/A	NAME	ADDRESS	Liquor	Com	Wkdy Amus	Sunday Amuse	COAD	Gener	Auto	Auto Class	Auto Class	Public
d/b/a Krua Thai Restaurant	Siam Tree LLC	91 Main Street, B. Bay	X	X		mont	UUND	ai	010331	u		LIVELY
d/b/a Pizza by Evan	P&G Pizza, Inc.	170E Clay Pond Road, Monument Beach	x	x								
d/b/a Tuk Tuk Thai Food	PWB Enterprises, Inc.	Monument Beach	x	x								
	G	eneral on Premise - W	ine &	Mal	t				7		a la su	
d/b/a Ryan Family Amusement	Ryan Family Amusement, Inc.	200 Main Street, Buzzards Bay	x	x		x	x	x				
AND STREET, SHOW		Year Round Inn - All A	lcoh	olic						and metal		
d/b/a Hampton Inn Cape Cod Canal	Bourne Hotel, Inc.	12 Kendall Rae Place	x	x								
		Package Store - All A	cohc	blic		4			The Sta			
d/b/a Bourne Bridge Liquors	Beecy, Inc.	310 Main Street, Buzzards Bay	x									
d/b/a Grey Gables Market	RFS Market, Inc.	181-183 Shore Road, Bourne	x	x	24							
d/b/a Liberty Warehouse Liquors	Rymco, Inc.	21 St. Margarets Street, Buzzards Bay	x									
d/b/a The Liquor Barn	Norman B. White, Jr., Inc.	150 Main Street, Buzzards Bay	Х								[]	
d/b/a One Stop Convenience Store	Sadiq Corporation	227 Route 6A, Sagamore	x									
	Portside Liquors, Inc.	590A MacArthur Blvd., Pocasset	x									
d/b/a Sea Side Wine and Spirit	Barlows Liquor Corp	4 Barlows Landing Road, Unit 1, Bldg. 2, Pocasset	x									
d/b/a Spirits 'N More	ZASA Spirits, Inc.	170 Clay Pond Road, Monument Beach	x									
d/b/a Ye Olde Spirit Shoppe	Paradigm, Inc.	41 Meetinghouse Lane, Sagamore Beach	x	x								

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	Со	mmon Victualer with	out L	iquo	r						and the second	
D/B/A	NAME		Liquor	Com Vic	Wkdy Amus	Sunday Amuse	COAD	Gener	Auto	Auto Class	Auto Class	Public
d/b/a Avocados Mexican		4 Barlows Landing Road, Unit	Liquor	10		mone	COND	a	010331		111	LIVELY
and American	Koepfer, Inc.	6. Pocasset		x								
	Barlow's Clam Shack	856 Scenic Highway, Bourne		X								
Blended Berry	Blended Berry, LLC	283 Main Street, Buzzards Bay		x								
		41 Meetinghouse Lane - Unit										
	Bourne Appe'tit LLC	B, Sagamore Beach		Х								
		41 Meetinghouse Lane,										
ъ.	Chen's Kitchen Inc.	Sagamore Beach		x								
d/b/a Clammy's Pantry	Bayview Camp Ground, Inc.	260 MacArthur Blvd., Bourne		Х								
		369 Barlows Landing Road,										
d/b/a The Corner Café	Wurtzburger Creations LLC	Pocasset		x								
d/b/a The Daily Brew	Megansett Circle, Inc.	1370 Route 28A, Cataumet		Х								
		24 Meeting House Lane,										
d/b/a Dunkin Donuts	Cape Cod Enterprises, LLC	Sagamore Beach		x					\$			
d/b/a Dunkin Donuts	Cape Cod Enterprises, LLC	278 Main Street, Buzzards Bay		x								
d/b/a Dunkin Donuts	Cape Cod Enterprises, LLC	174 Clay Pond Road, Monument Beach		x								
d/b/a Dunkin Donuts	Cape Cod Enterprises, LLC	688 MacArthur Blvd., Pocasset		x					2			
d/b/a Dunkin Donuts	Cape Cod Enterprises, LLC	2 Bourne Rotary, Bourne		Х								
d/b/a Dunkin Donuts	Cape Management Team, LLC	343 Scenic Highway, Buzzards Bay		x								
d/b/a Market Basket	DeMoulas Supermarket's Inc.	1 Factory Outlet Way, Sagamore		x								

	Common	Victualer without Lic	uor	- Cor	ntinu	ed						
D/B/A	NAME		Liquor	Com	Wkdy Amus	Sunday Amuse	0040	Gener	Auto	Auto Class	Auto Class	Public
d/b/a McDonald's		370 MacArthur Boulevard	LIQUUI	VIC	E	ment	CUAD	a	Class I	11		Livery
[Monument Beach]	McBee Enterprises, LLC	Monument Beach		x		9						
	Eaglewing Meadows LLC [Prop									1		
McDonald's [Sagamore	Owner] RTH Management Co	15 Meetinghouse Lane.										
Beach]	LLC	Sagamore Beach		x					1			
d/b/a Mic's Main Scoop	Mic's Main Scoop, Inc	100 Main Street, Buzzards Bay		x								
d/b/a Monument Beach		18 Beach Street, Monument B										
Pizza	Tiplinger, Inc.	each		x				×				
d/b/a Mr. G's Pizza & Ice		41A Meetinghouse Road,										
Cream	Carrie and Rob Inc.	Sagamore Beach		x								
d/b/a Prime Time House of		590D MacArthur Blvd.,										
Pizza	E.B.A., Inc.	Pocasset		x								
d/b/a The Seaweed Shack	HLW Twenty Two Inc.	231 Sandwich Road, Bourne		x								
Starbucks Coffee #14474		2 Bourne Bridge Approach, Buzzards Bay		x				500				
d/b/a Whistle Stop Ice		430 Shore Road, Monument										
Cream Shop	D&P Myers Enterprise, LLC	Beach		x								
		Auto Dealers - Cla	ss I									
					Wkdy	Sunday			1	Auto	Auto	
				Com	Amus	Amuse		Gener	Auto	Class	Class	Public
D/B/A	NAME	ADDRESS	Liquor	Vic	е	ment	COAD	al	Class I	II		Livery
Atlantic Subaru	Prestige Auto Group, LLC	124 Waterhouse Road, Bourne							x			
d/b/a Battles Buick GMC	Frank Battles, Inc.	50 MacArthur Blvd., Bourne							x			
	Battles Nissan LLC	60 MacArthur Blvd., Bourne							X			

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	Au	to Dealers - Class I -	Conti	inue	d							
D/B/A	NAME	ADDRESS	Liquor	Com Vic	Wkdy Amus e	Sunday Amuse ment	COAD	Gener	Auto Class I	Auto Class	Auto Class	Public
d/b/a Bobcat of Bourne	Baystate Equipment LLC	170 MacArthur Blvd., Bourne							X			
d/b/a Cape Cod Harley-	Steel Horse Motorcycles of											
Davidson	Cape Cod, LLC	750 MacArthur Blvd., Pocasset							x			
	Eagle Marine	127 State Road, Sagamore							X			<u> </u>
d/b/a Falmouth Toyota	T.F. Murphy Enterprises, Inc.	290 MacArthur Blvd., Bourne							х			
	Marty's Chevrolet, Inc.	420 MacArthur Blvd., Bourne							х			
	New England RV & Marine, Inc.	150 MacArthur Blvd., Bourne							x			
	South Shore Golf Carts LLC	111 Cranberry Hwy., Sagamore							X			
		Auto Dealers - Cla	ss II									
D/B/A	NAME	ADDRESS	Liquor	Com	Wkdy Amus	Sunday Amuse	COAD	Gener	Auto	Auto Class	Auto Class	Public
	Bay Motors	29 Harrison Avenue, Buzzards Bay	Liquor	VIG		mont		ai		x	III	Livery
	Cataumet Auto Sales, Inc.	1236 Route 28A, Cataumet								Х		
d/b/a Cape Cod Car Care	SVZ Auto Group Inc.	74 Cranberry Highway, Sagamore								x		
	Cape Cod Restorations, Inc.	4 Crane Circle - Units 5-6-7, Cataumet	e.							x		
	Coastal Motors and Equipment	236 Main Street, Buzzards Bay								x		
d/b/a Diamond Auto Sales		54 Portside Drive, Pocasset								х		
	Diamond Motors	857 Shore Road, Pocasset								X		
	Falmouth Motorcar, Inc.	10 Longhill Road - 45 Route 28A, Cataumet								x		

	Au	to Dealers - Class II -	Cont	inue	d	4						
D/B/A	NAME	ADDRESS	Liquor	Com	Wkdy Amus	Sunday Amuse	COAD	Gener	Auto	Auto Class	Auto Class	Public
	Kent Auto	PO Box 936 - 692 MacArthur Blvd., Pocasset	Liquoi	VIO		mont	COAD	ai	010551	X	111	Livery
d/b/a Pocasset Service Station	Saade Pocasset Enterprises, LLC	372 Barlows Landing Road, Pocasset								x		
	Southeast Truck Center, Inc.	147 State Road, Sagamore Beach								x		
d/b/a Towers Used Cars	Towers Service Center, Inc.	610 MacArthur Blvd., Pocasset								x		
	Wenzel's Auto Rental, LLC	Pocasset								x		
	Auto	Dealers - Class III ar	Id Ju	nk Y	ard							
D/B/A	NAME	ADDRESS	Liquor	Com Vic	Wkdy Amus e	Sunday Amuse ment	COAD	Gener	Auto Class I	Auto Class	Auto Class	Public
	Knowlton's Garage, Inc.	Route 6A, Sagamore									X	Livery
		Public Livery										
	NAME	ADDRESS	Liquor	Com Vic	Wkdy Amus e	Sunday Amuse ment	COAD	Gener al	Auto Class I	Auto Class II	Auto Class III	Public Livery
Limousine [3 vehicles]	Francis Warren	449 County Road, Pocasset										x