
Performance Based Infrastructure Improvement Program



Marblehead Public Schools

Dedicated to excellence in education

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March 2022

Agenda

- **Approach to Infrastructure Refresh**
- **School Buildings Utility Baseline**
- **Energy Conservation Measures**
- **Projected Project Benefits**

The Approach

The Right Partner



The Right Solutions

Leverage Operating Budgets with Performance Guaranteed Savings to fund Infrastructure Improvements.... *Preserve Capital Accounts*

The Right Approach

Performance Contracting: Wrap all of your cost into a single contract to expedite and streamline implementation.



Project goals:
Implement a Infrastructure Refresh Program to improve comfort and reliability of the HVAC systems with consistency of design and construction



Addressing your goals and challenges

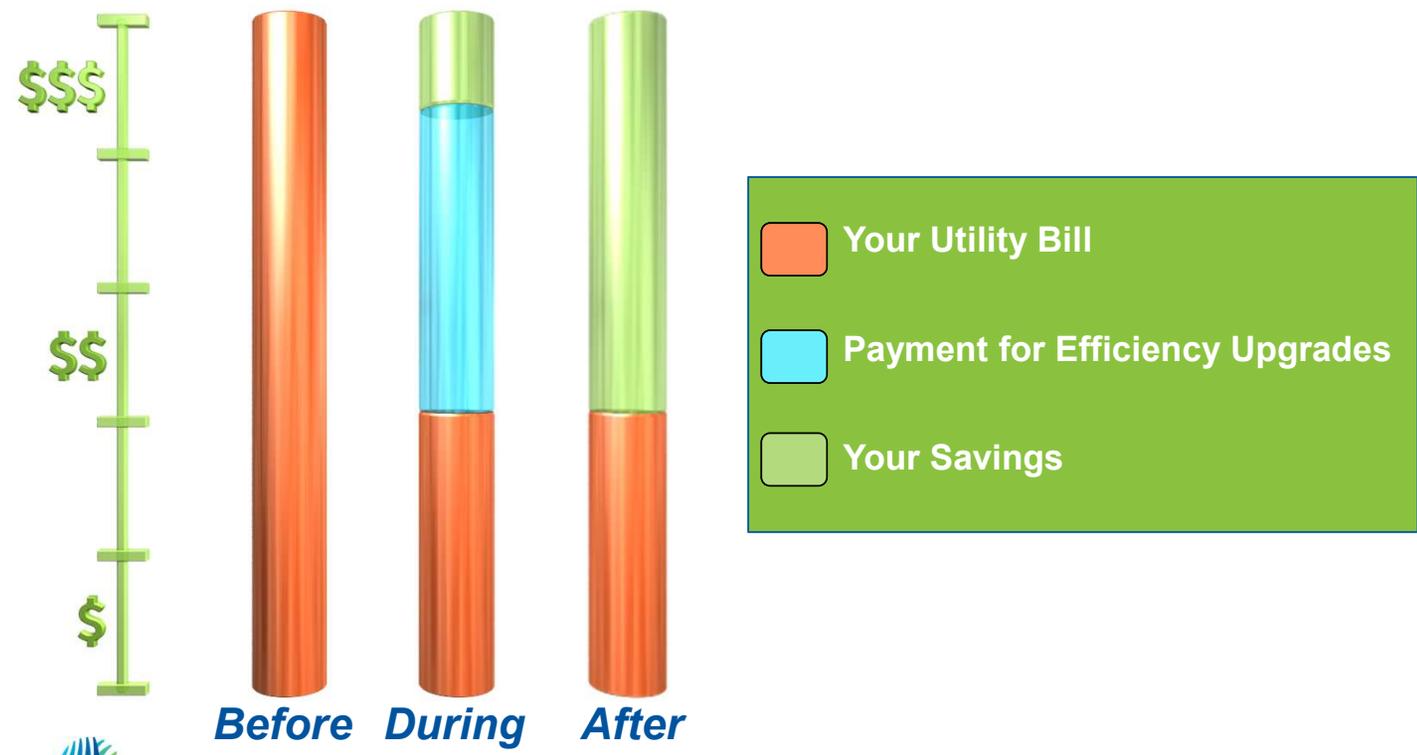
A VALUE TRUSTED PARTNER !!!

- REDUCE YOUR ENERGY FOOTPRINT
- ENERGY EFFICIENCY AND SUSTAINABILITY- ENERGY STAR CERTIFICATION
- CAPITAL UPGRADES FUNDED THROUGH GUARANTEED FUTURE SAVINGS
- IMPROVE STUDENT-CENTERED COMFORT



The Approach

Design Build Performance Contracting leveraging the gains in efficiency Savings in your operating budgets



Utility Cost (by building)

Five (5) Occupied School Buildings Examined

- Marblehead HS
- Marblehead Veterans MS
- Village Elementary School
- Glover Elementary School
- Brown Elementary School

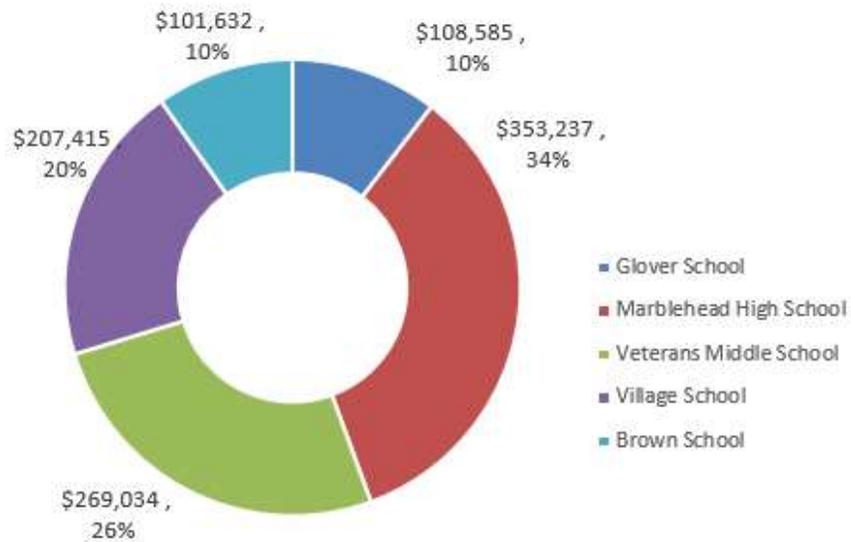
Name of Building	Address	Square Footage	Annual Electric Usage (KWH)	Electric Rate\$/kWh	Annual Electric Cost (\$)	Annual Natural Gas Usage (Therms)	Natural Gas Cost \$/Therm	Annual Natural Gas Cost (\$)	Annual Water Usage (CCFt)	Water Cost/CCF	Annual Water Cost (\$)	Total Utility Cost (\$)
Glover School	9 Maple St, Marble	79,000	533,040	\$0.143	\$76,015	25,471	\$1.09	\$27,811.91	267	\$17.82	\$4,758	\$108,585
Marblehead High School	2 Humphrey St, Ma	215,000	1,281,600	\$0.167	\$213,531	97,232	\$1.05	\$102,235.42	2,152	\$17.41	\$37,470	\$353,237
Veterans Middle School	217 Pleasant St, Ma	131,250	967,626	\$0.164	\$159,006	83,399	\$1.10	\$91,846.38	1,779	\$10.22	\$18,182	\$269,034
Village School	93 Village St, Marb	143,125	626,801	\$0.158	\$99,320	67,807	\$1.05	\$71,519.86	4,063	\$9.00	\$36,576	\$207,415
Brown School	40 Baldwin Rd, Mar	82,000	533,040	\$0.143	\$76,015	19,103	\$1.09	\$20,858.93	267	\$17.82	\$4,758	\$101,632
Totals		650,375	3,942,107	\$0.158	\$623,887	293,012	\$1.07	\$314,273	8,528	\$11.93	\$101,744	\$1,039,903

NOTE: Brown Elementary School utility cost and usage estimated based on partial data

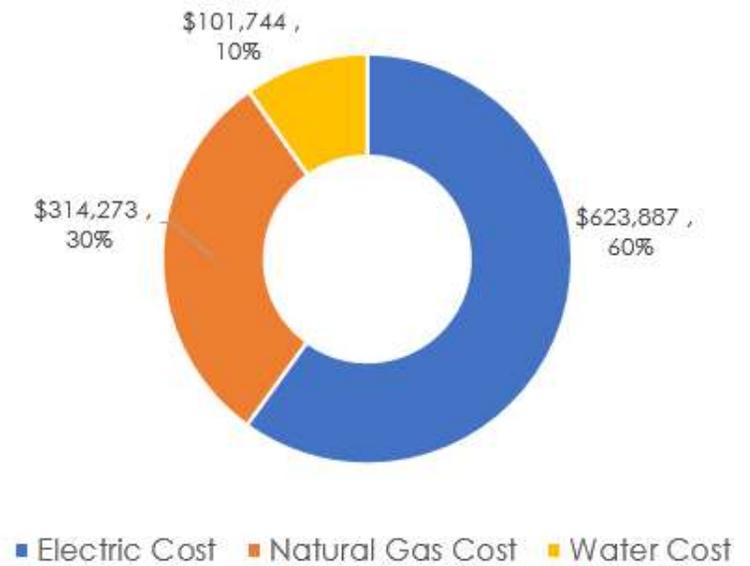
Utility Cost (by fuel type)



Annual Utility Spend



Annual Utility Spend



Energy Conservation Measures

Proposed Measure	Glover	Marblehead HS	Veterans MS	Village School	Brown School
Lighting Retrofit	x	x	x	x	
Building Envelope	x	x	x	x	
Water Conservation	x	x	x	x	
Controls Upgrades	x	x	x	x	
Roof Replacement		x	x		
HVAC Upgrades		x			
Boiler Replacement		x			
Solar PV					



Project Financials

~\$5M
Total
Project
Potential

~\$250k
Energy Savings from Core
Improvements

Project Summary	
Total Estimated Cost	\$5,125,000
Estimated Utility Rebates	\$125,000
Total Cost less Grants & Rebates	\$5,000,000
Total Project Savings	\$256,546
Interest Rate	2.60%
Duration of Install (Months)	12
Term of Contract (Years)	20



Potential Cash Flow

Escalating Payment Model										
Year	Electric Savings	Natural Gas Savings	Water Savings	Measurement & Verification	Net Savings	Starting Principle	Total Debt Service	Ending Principle	Annual Cash Flow	Cumulative Cash Flow
0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$5,130,000	\$0	\$0
1	\$171,963	\$54,060	\$30,523	\$12,813	\$243,734	\$5,130,000	\$243,734	\$5,019,646	\$0	\$0
2	\$177,122	\$55,682	\$31,439	\$13,197	\$251,046	\$5,019,646	\$251,046	\$4,899,111	\$0	\$0
3	\$182,436	\$57,353	\$32,382	\$13,593	\$258,577	\$4,899,111	\$258,577	\$4,767,910	\$0	\$0
4	\$187,909	\$59,073	\$33,353	-	\$280,335	\$4,767,910	\$280,335	\$4,611,541	\$0	\$0
5	\$193,546	\$60,845	\$34,354	-	\$288,745	\$4,611,541	\$288,745	\$4,442,696	\$0	\$0
6	\$199,352	\$62,671	\$35,385	-	\$297,408	\$4,442,696	\$297,408	\$4,260,798	\$0	\$0
7	\$205,333	\$64,551	\$36,446	-	\$306,330	\$4,260,798	\$306,330	\$4,065,249	\$0	\$0
8	\$211,493	\$66,487	\$37,540	-	\$315,520	\$4,065,249	\$315,520	\$3,855,426	\$0	\$0
9	\$217,838	\$68,482	\$38,666	-	\$324,985	\$3,855,426	\$324,985	\$3,630,681	\$0	\$0
10	\$224,373	\$70,536	\$39,826	-	\$334,735	\$3,630,681	\$334,735	\$3,390,344	\$0	\$0
11	\$231,104	\$72,653	\$41,021	-	\$344,777	\$3,390,344	\$344,777	\$3,133,716	\$0	\$0
12	\$238,037	\$74,832	\$42,251	-	\$355,120	\$3,133,716	\$355,120	\$2,860,072	\$0	\$0
13	\$245,178	\$77,077	\$43,519	-	\$365,774	\$2,860,072	\$365,774	\$2,568,660	\$0	\$0
14	\$252,533	\$79,389	\$44,824	-	\$376,747	\$2,568,660	\$376,747	\$2,258,699	\$0	\$0
15	\$260,109	\$81,771	\$46,169	-	\$388,050	\$2,258,699	\$388,050	\$1,929,375	\$0	\$0
16	\$267,913	\$84,224	\$47,554	-	\$399,691	\$1,929,375	\$399,691	\$1,579,848	\$0	\$0
17	\$275,950	\$86,751	\$48,981	-	\$411,682	\$1,579,848	\$411,682	\$1,209,242	\$0	\$0
18	\$284,229	\$89,354	\$50,450	-	\$424,032	\$1,209,242	\$424,032	\$816,650	\$0	\$0
19	\$292,755	\$92,034	\$51,964	-	\$436,753	\$816,650	\$436,753	\$401,130	\$0	\$0
20	\$301,538	\$94,795	\$53,522	-	\$449,856	\$401,130	\$401,130	\$0	\$48,726	\$48,726
Total	\$4,620,709	\$1,452,622	\$820,168	\$39,602	\$6,853,897		\$6,805,171		\$48,726	\$48,726

2021

New Buildings, New Equipment, and Major Renovations

Commercial & Industrial Natural Gas Equipment



Apply online at www.MassSaveApplicationPortal.com

Program Administrators

WE ARE MASS SAVE®:



Berkshire Gas
Tel: 1-800-944-3212
www.berkshireregas.com
efficiency@berkshireregas.com



Cape Light Compact
Tel: 1-800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org



Eversource Energy
Tel: 1-844-887-1400
www.eversource.com
efficiency@eversource.com



Liberty Utilities
Tel: 1-508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com



National Grid
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com



Unitil
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Rebates are provided to reduce the cost difference between standard efficiency and high-efficiency equipment

- High-Efficiency Heating Equipment
- After Market Boiler Reset Controls
- Programmable & Wireless Thermostats
- Steam Traps
- Shower Heads
- Faucet Aerators

A list of qualifying equipment is available at www.ahridirectory.org or call 800-232-0672

Application Instructions

1. Have a licensed heating contractor or plumber install eligible equipment. Must be installed between 1/1/2021 - 12/31/2021.
2. Apply online at www.MassSaveApplicationPortal.com or complete this application.
If you have questions, call 800-232-0672.
3. If not submitting online, mail the signed rebate form with attached documentation to:

 Mass Save Rebates
 40 Washington Street, Suite 2000
 Westborough, MA 01581
4. If you are interested in financing your project, please contact your energy efficiency program administrator to discuss terms and eligibility prior to purchasing your qualifying equipment. Further information can be found on www.masssave.com/en/learn/business/the-mass-save-financing-for-business-program/.

*Program Details: This rebate program applies to equipment purchased and installed between January 1, 2021 and December 31, 2021.
Reminder: Retain a copy of the completed rebate form for your records.*

REQUIRED DOCUMENTS

All are required to process application. Failure to provide all required information and/or supporting documents will result in processing delays.

- Completed and signed Application
- Copy of the pre-approval rebate letter (if applicable)
- Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
- W-9 Form with Tax ID number (National Grid customers only)
- Copy of a dated work order, invoice, or receipt within 60 days from installation.

Invoice must include the following:

- Manufacturer
- Equipment or measure installed
- Contractor
- Installation Costs
- Model/Serial Number
- Efficiency Rating
- Contractor Address
- Installation Address

High-Efficiency Natural Gas Equipment Rebates

Heating Equipment					
Condensing Boilers	Rating	Rebate	Infrared Heaters	Rating	Rebate
1701 to 2000 MBH	90% Thermal Efficiency or greater	\$10,000	All Sizes	Low Intensity	\$750
1000 to 1700 MBH	90% Thermal Efficiency or greater	\$7,500	Intergrated Condensing Boiler / Water Heater with On-Demand Hot Water <i>Must be considered one unit by manufacturer.</i>	Rating Minimum AFUE Rating of 95%	Rebate \$1,600
500 to 999 MBH	90% Thermal Efficiency or greater	\$4,000			
301 to 499 MBH	90% Thermal Efficiency or greater	\$2,000			
Up to 300 MBH	95% AFUE* or greater	\$1,500			
Up to 300 MBH	90% AFUE* or greater	\$1,000			
Furnace	Rating	Rebate	Condensing Unit Heater	Rating	Rebate
Natural Gas Furnace w/On Demand DHW	97% AFUE* or greater & ECM motor	\$950	Up to 300 MBH	90% Thermal Efficiency or greater	\$750
Up to 150 MBH	97% AFUE* or greater & ECM motor	\$600			
Up to 150 MBH	95% AFUE* or greater & ECM motor	\$300			

* AFUE = Annual Fuel Utilization Efficiency, MBH levels are based on the unit's input. Equipment must meet program guidelines, rebates are given on a per-unit basis not to exceed purchase price.

Other Measure Equipment			
After Market Boiler Reset Controls	Rebate \$225	Steam Traps (Mechanical Traps Only)	Rebate \$50
Wireless Enabled Thermostats	Rebate up to \$100	Shower Heads: 1.5 GPM or less	Rebate up to \$20
Programmable Thermostats	Rebate up to \$25	Faucet Aerators: 1.5 GPM or less	Rebate up to \$8

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

COMMERCIAL GAS UTILITY

BERKSHIRE GAS EVERSOURCE ENERGY (MA ONLY) LIBERTY UTILITIES (MA ONLY) NATIONAL GRID (MA ONLY) UNITIL (MA ONLY)

COMMERCIAL ELECTRIC UTILITY (Required for Wireless Thermostat Rebates Only)

EVERSOURCE ENERGY (MA ONLY) NATIONAL GRID (MA ONLY) UNITIL (MA ONLY) ELECTRIC ACCOUNT NUMBER (Must match installation address)

CUSTOMER/ACCOUNT HOLDER INFORMATION (Account Number must match Installation Address)

COMPANY NAME Town of Marblehead - Marblehead Public Schools		CONTACT PERSON Todd Bloodgood		APPLICATION DATE 10/15/2021	
INSTALL SITE Brown Elementary School		PHONE 7816393120		FAX NUMBER	
EMAIL ADDRESS bloodgood.todd@marbleheadschoos.org				UTILITY REPRESENTATIVE NAME Lori Timmermann/Mike Skinner	
STREET ADDRESS 40 Baldwin Rd		CITY Marblehead		STATE MA	ZIP 01945
MAILING ADDRESS (IF DIFFERENT)		CITY		STATE	ZIP
GAS COMPANY NAME				GAS ACCOUNT NUMBER	

BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)

- | | | | | | |
|--|--|---|--|---|---------------------------------------|
| <input type="checkbox"/> ASSEMBLY | <input type="checkbox"/> FAST FOOD | <input type="checkbox"/> HOTEL | <input type="checkbox"/> MULTI STORY RETAIL | <input type="checkbox"/> RELIGIOUS | <input type="checkbox"/> SMALL RETAIL |
| <input type="checkbox"/> AUTOMOTIVE | <input type="checkbox"/> FULL SERVICE RESTAURANT | <input type="checkbox"/> LARGE REFRIGERATED SPACE | <input type="checkbox"/> MULTIFAMILY HIGH-RISE | <input checked="" type="checkbox"/> K-12 SCHOOL | <input type="checkbox"/> UNIVERSITY |
| <input type="checkbox"/> BIG BOX | <input type="checkbox"/> GROCERY | <input type="checkbox"/> LARGE OFFICE | <input type="checkbox"/> MULTIFAMILY LOW-RISE | <input type="checkbox"/> SMALL OFFICE | <input type="checkbox"/> WAREHOUSE |
| <input type="checkbox"/> COMMUNITY COLLEGE | <input type="checkbox"/> HEAVY INDUSTRIAL | <input type="checkbox"/> LIGHT INDUSTRIAL | <input type="checkbox"/> OTHER: | <input type="text"/> | |
| <input type="checkbox"/> DORMITORY | <input type="checkbox"/> HOSPITAL | <input type="checkbox"/> MOTEL | | | |

PROJECT TYPE (select one)

- NEW BUILDING EXPANSION OF AN EXISTING BUILDING RENOVATION OF AN EXISTING BUILDING CHANGE IN THE USE OF FUNCTION OF THE BUILDING SPACE FUEL CONVERSION
 NEW CONTROLS FOR IMPROVED PERFORMANCE NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION PLANNED REPLACEMENT OF EQUIPMENT REPLACEMENT OF FAILED EQUIPMENT

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO:	<input checked="" type="checkbox"/> CUSTOMER	CUSTOMER — TAX ID# (REQUIRED)	VENDOR/INSTALLER — TAX ID# (REQUIRED IF RECEIVING INCENTIVE)
	<input type="checkbox"/> VENDOR/INSTALLER		
CHECK PAYABLE TO:	CUSTOMER COMPANY TYPE:	VENDOR COMPANY TYPE:	
	<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input checked="" type="checkbox"/> EXEMPT	<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	

VENDOR INFORMATION

VENDOR/INSTALLER	CONTACT NAME		
STREET ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL ADDRESS		
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE) 		

CUSTOMER ACCEPTANCE OF TERMS

I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.

ANTICIPATED COMPLETION DATE
10/30/2021

DATE	PRINT NAME	AUTHORIZED SIGNATURE 
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FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:				
POST INSPECTION:				
APPROVAL	DATE	PROGRAM MANAGER	LABOR \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:			MATERIAL \$:	

Commercial Natural Gas Heating Equipment

Measure Information—the same information must also be included on your invoice.

Measure Information - Heating Equipment								
Type of Equipment	Date Installed	Manufacturer	Model Number	Rating (Thermal Efficiency, AFUE or Energy Factor)	MBH Input Size	Installed Cost	*Qty Installed	*Rebate Amount
Condensing Boiler 1701 to 2000 MBH, 90% Thermal Efficiency or greater \$10,000								\$ 0.00
Condensing Boiler 1000 to 1700 MBH, 90% Thermal Efficiency or greater \$7,500								\$ 0.00
Condensing Boiler 500 to 999 MBH 90% Thermal Efficiency or greater \$4,000								\$ 0.00
Condensing Boiler 301 to 499 MBH 90% Thermal Efficiency or greater \$2,000								\$ 0.00
Condensing Boiler up to 300 MBH 95% AFUE* or greater \$1,500								\$ 0.00
Condensing Boiler up to 300 MBH 90% AFUE* or greater \$1,000								\$ 0.00
Natural Gas Furnace w/On-Demand DHW ≥ 97% AFUE and with Electronically Commutated Motor \$950								\$ 0.00
Natural Gas Furnace up to 150 MBH 97% AFUE* or greater & ECM Motor \$600								\$ 0.00
Natural Gas Furnace up to 150 MBH 95% AFUE* or greater & ECM Motor \$300								\$ 0.00
Condensing Unit Heater up to 300 MBH 90% Thermal Efficiency or greater \$750								\$ 0.00
Infrared Heater (Low Intensity) \$750	0							\$ 0.00
Integrated Condensing Boiler/ Water Heater with On-Demand Hot Water Minimum AFUE Rating of 95% \$1,600								\$ 0.00

* Projects that are expected to exceed 10 of the same units and / or \$25,000 in rebates will require pre-approval from your gas company. Contact MassSaveRebates@efi.org

Measure Information - Other Equipment							
Type of Equipment	Date Installed	Manufacturer	Model Number	Size of Unit Controlled (BTU)	Installed Cost	*Qty Installed	Rebate Amount
After Market Boiler Reset Controls \$225							\$ 0.00
Steam Traps \$50							\$ 0.00
Shower Heads up to \$20							\$ 0.00
Faucet Aerators up to \$8							\$ 0.00

* Projects that are expected to exceed 50 steam traps will require pre-approval from your gas company. Contact MassSaveRebates@efi.org

Measure Information - Thermostat Rebates							
Type of Equipment	Date Installed	Manufacturer	Model Number	Does the Thermostat Control Air Conditioning?	Installed Cost	Qty Installed	Rebate Amount
Programmable Thermostat up to \$25				<input type="checkbox"/> Yes <input type="checkbox"/> No			\$ 0.00
Wireless Enabled Thermostat up to \$100				<input type="checkbox"/> Yes <input type="checkbox"/> No			\$ 0.00

Customers with central AC must provide Serial Number and MAC Address to be eligible for additional offerings.

Serial No. _____ MAC Address _____

Anticipated Total Rebate:

\$ 0.00

1. Incentives

Subject to these Terms & Conditions, the PA will pay Incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Approval Letter" means the letter issued by PA stating PA's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the PA related to the Incentives.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the PA.
- (d) "Facility" means the Customer location in Massachusetts served by the PA where EEMs are to be installed.
- (e) "Incentives" means those payments made by the PA to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Minimum Requirements Document" means the minimum requirements document that may be required by the PA, which, if so required, will be submitted with Customer's application and approved by PA.
- (g) "Program" means any of the energy efficiency programs offered to a C&I Customer by PA.
- (h) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Untilit, as applicable.
- (i) "Program Materials" means the documents and information provided or made available by the PA specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for PA Approval

- (a) The Customer shall submit a completed application to the PA. The Customer may be required to provide the PA with additional information upon request by the PA. Customer will, upon request by the PA, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the PA or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEM's Customer must have an active natural gas account. To be eligible for electric funded EEM's a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The PA reserves the right to reject or modify Customer's application. The PA may also require the Customer to execute additional agreements, or provide other documentation prior to PA approval. If PA approves Customer's application, PA will provide Customer with the Approval Letter.
- (d) The PA reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to PA the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications. Such verifications must be completed to PA's satisfaction.
- (b) Customer agrees that PA may perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.

5. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or twelve (12) months from the date the PA issues written pre-approval of the EEM project, the PA may terminate any obligation to make Incentive payments.

6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The PA reserves the right to adjust and/or negotiate the Incentive amount. PA will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) PA shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) PA approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by PA, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document, Customer's application and these Terms and Conditions, (4) all applicable permits, licenses and inspections have been obtained by Customer, (5) PA's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, and (6) PA's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) PA reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon PA's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the PA maintains the right to determine the cost of purchasing and installing the EEMs.

8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the PA at any time without notice. The PA reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

10. Publicity of Customer Participation

The Customer grants to the PA the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

11. Indemnification and Limitation of the PA's Liability

To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless PA, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the PA's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the PA and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the PA and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

12. No Warranties or Representations by the PA

- (a) THE PA DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PA MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PA AND THE PA MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PA'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by PA is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by PA of liability with respect to the EEMs. Neither the PA nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The PA does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) PA is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the PA includes any kind of safety, code or other compliance review.

13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. PA reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the PA, and assumes all risk and liability associated with the reuse and disposal thereof.

15. Energy Benefits

Other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the PA has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the PA. PA's rights under this Section are irrevocable for the life of the EEMs unless the PA provides prior written consent.

16. Customer Must Declare and Pay All Taxes

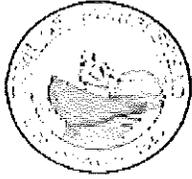
The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The PA is not responsible for the payment of any such taxes.

17. Counterpart Execution; Scanned Copy.

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

18. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the PA.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.



**Fair Housing Committee, Town of Marblehead
c/o Selectmen's Office, Abbot Hall
Marblehead, MA 01945**

March 22, 2022

Ms. Sarah Gold, Chair
Ms. Meagan Taylor, Vice-Chair
Ms. Emily Barron, Secretary
Mr. David Harris, Committee Member
Ms. Sara Fox, Committee Member
Marblehead School Committee
9 Widger Road
Marblehead, MA 01945

Dear School Committee:

The Warrant for our May, 2022 Town Meeting includes Article 33, allocation of land for an off-road bike park. It is a citizen-sponsored article to encourage building and operating an off-road bike park on School Department land at the corner of Green and Beacon Streets.

The Fair Housing Committee (FHC) is keenly interested in the outcome of this article. Duties of the FHC encompass advocacy of housing opportunities, acting as a resource to public officials and the public at large, and implementing programs that expand affordable housing stock in Marblehead. There is a goal for affordable housing to be ten percent of the total housing stock in every municipality, per the State's Comprehensive Permit Act of 1969. Our town is well below ten percent; determined efforts are occurring to improve, and the FHC is part of those efforts.

An important policy adopted by the Board of Selectmen in May 2020 is our Housing Production Plan. The land at Green and Beacon is referenced in several places in the Housing Production Plan (for example, its Action Plan, page 86) It is imperative for this land to be available to be considered as an option for affordable housing if the School Committee at some point in the future votes to turn over the land to the Town.

If Article 33 is adopted, please ensure that School Department involvement in implementation contains a written condition about use of the land which a) acknowledges the existence of the Housing Production Plan as official town policy, and b) specifies that the bike park use is TEMPORARY pending other considerations by the School Committee.

(Over)

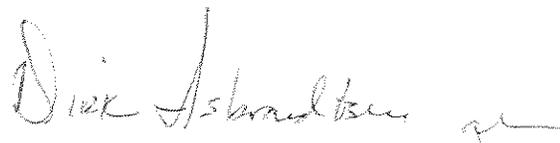
Would you please reply to give us assurance that the School Committee acknowledges references in the Housing Production Plan to the land at Green and Beacon? Also, if any School Committee member has a view about Article 33 or any other matter, FHC welcomes dialogue.

A representative of the Fair Housing Committee would be pleased to meet with the School Committee in this regard. Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Debby Larkin, Co-Chair



Dirk Isbrandtsen, Co-Chair

cc: Selectman Moses Grader