



**Town of Hamilton  
Select Board  
Monday, September 9, 2024**

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

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

**AGENDA**

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

**Join Zoom Meeting**

<https://us02web.zoom.us/j/81228898055?pwd=Xjd3HHpluR3Sw0qJsyZAgCIRCb6B9.1>

**Meeting ID: 812 2889 8055**

**Passcode: 561902**

**One tap mobile**

+13052241968,,81228898055#,,,,\*561902# US

+13092053325,,81228898055#,,,,\*561902# US

**Dial by your location**

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

• +1 929 205 6099 US (New York)

• +1 301 715 8592 US (Washington DC)

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

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

	<b>Public Comment</b> – Three (3) minutes per person on items not already on the agenda
<b>CONSENT AGENDA</b>	
<ul style="list-style-type: none"> <li>• Request for electronic sign board, Friends of the HW Library</li> <li>• Minutes of the July 29, 2024 Select Board Workshop</li> </ul>	
<b>AGENDA</b>	
7:15 p.m.	<ol style="list-style-type: none"> <li>1. Appoint Ken Wilson to the Hamilton Foundation – Discuss and Vote</li> <li>2. Set age, income and asset limits for Chapter 91 program, with Principal Assessor Todd Laramie – Discuss and Vote</li> <li>3. Presentation from ESG regarding the Town Hall decarbonization project</li> <li>4. Approve use of Cemetery Perpetual Care Funds for purchase of walker/mower – Discuss and Vote</li> <li>5. Approve use of \$25,000 from ARPA for security cameras at Patton Park and the Patton Park pool – Discuss and Vote</li> <li>6. Goodhue Street speed limit – Discuss and Vote</li> <li>7. Review Special Town Meeting Script, assign motion movers and speakers – Discuss and Vote</li> <li>8. Update on progress for improving cell service – Discuss</li> <li>9. Facility Use Policy discussion around Select Board’s ideas - Discuss</li> <li>10. New Business</li> </ol>

**Cemetery Deeds: #1272, #1272**

## Joe Domelowicz

---

**From:** Jan Maddern <janh.maddern@gmail.com>  
**Sent:** Sunday, August 25, 2024 9:40 AM  
**To:** Joe Domelowicz; Laurie Wilson; spoulos@wenhamma.go; mmcGovern@wenhamma.go  
**Subject:** External Email Warning Request for electric sign posting for Friends of the Hamilton Wenham Public Library  
**Attachments:** Fall Book Sale 2024 flyer.jpg  
**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

On behalf of the Friends of the Library, I am requesting that information about our upcoming semi-annual sale be posted on the electronic signs in front of the fire departments. These book sales are our primary fund raisers, which support our library with museum passes, youth and adult programs and more. Attached is our flyer with sale dates and times. Can you post the information on the Towns' signs starting on 9/15/24 and ending on 9/24/24?

Thank you in advance, Jan Maddern, library book sale co-chair



## 2024 FALL BOOK SALE

MEMBERS ONLY:

(You can join on the night!)

Friday, September 20, 5:30-7:30pm

PUBLIC SALE:

Saturday, September 21, 9am-3pm

Monday, September 23, 10:15am-7:45pm

Tuesday, September 24, 10:15am-6pm

DEBIT/CREDIT CARDS ACCEPTED (\$5 minimum)

**\*\*Save a tree—Bring reusable bags\*\***

**No Donation Days in September**

14 Union Street, South Hamilton, MA 01982

(978) 468 5577

fohwpl@gmail.com

[www.friendsofhwlibrary.org](http://www.friendsofhwlibrary.org)





Town of Hamilton  
Select Board Workshop  
Meeting Minutes of July 29, 2024

Pursuant to the Open Meeting Law, MGL Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Select Board members, an in person meeting of the Hamilton Select Board was posted for July 29, 2024 at 6:30pm. This meeting was open to the public via zoom only.

The Select Board functions as the Chief Executive body of the Town. Its five members are elected to three-year terms with one or two seats up for election each year. The Board acts as the chief policy making body of the Town and directly supervises the activities of the Town Manager. The Select Board typically meets the first and third Monday evening at 7:00 p.m.  
Select Board: Caroline Beaulieu (2025); Thomas Myers (2025); Bill Wilson (2026); William Olsen (2027); Rosemary Kennedy (2027).

Present: C. Beaulieu, Chair, B.Wilson, Vice-Chair, R.Kennedy. Not present: T.Myers, Clerk, W. Olson. Also present: Joseph J. Domelowicz Jr., Town Manager.

**Agenda:**

- **Discuss goals & expectations for the Town Manager & the Select Board for the next 12 months & beyond.**

The Board discussed progress on 2023 goals and updates for the 2024 goals.

- **Water goals:** J.Domelowicz spoke about the Town's involvement with the North Shore Water Resilience Task force and that it is a long term process to solve the water problem for the North Shore. He explained that it is really the summer months when water supply is an issue. The group is looking at different strategies to improve access and management such as building a reservoir. He noted the state is looking at a possible connection to the MWRA water system over time. It will be very costly to bring about solutions, which is why the state is involved in looking at solutions. In the short-term, Hamilton has a plant in good shape that is removing PFAS to currently mandated levels, but Hamilton alone cannot solve the long-term problems. The Board discussed the possibility of a formal statement on the state of water to go out with the water bills. J.Domelowicz noted that the short and long-term water issues are a constraint to development in Hamilton. Wastewater treatment issues are likewise challenging and a constraint to development.
- **Cell Tower:** The new cell tower is up and is functional, and that the difficulties with connections in town are more carrier-specific. However, it was noted that downtown still has difficult spots, and how those gaps might be mitigated by different strategies. The goal is to maximize revenue growth on the existing tower and expand geographical coverage.
- **Town Hall:** In terms of funding the Town Hall project, J.Domelowicz explained there was a meeting with the Finance Committee and the Capital Committee to discuss the revised memo based on feedback from the last Select Board meeting. The Finance Director laid out four financial options for funding the project, using different funding sources and borrowing options. The Board will further refine the options and will place this on the warrant for the special town meeting. Once the funding question is solved, then it becomes a management goal to continue oversight of the project.
- **Communications:** There have been many communication improvements, including frequency of communication and avenues for it, as well as website improvements. J.Domelowicz talked about staffing transitions, with hiring a new Planning Director and reorganizing job descriptions to add clerical support to the planning and conservation functions, while also adding some staffing around grants management and communications in the Town Manager's office. This will be achieved by reshuffling responsibilities. There is a fair amount of transition with two people retiring, but it also presents an opportunity to reorganize based on current needs. The Board discussed benchmarking the communication functions such as looking at usage rates.
- **Gordon Conwell Seminary site:** Chair Beaulieu stated that meetings have continued with abutters and Attorney John Whitten, and she briefly outlined the current thinking about the site. The current iteration is to do the existing 200 units of housing, and to deed restrict in perpetuity the middle campus so that nothing can be built there ever, and to do an overlay for sparse development, such as single-family housing, on the upper campus. Hamilton needs 210 affordable housing units to reach Safe Harbor status, and without this project it will be much more difficult to reach that number trying to do individual projects around town. The goal is to facilitate the Gordon Conwell sale while managing the process between Gordon abutters, developers, and representing the town's best interests for the community at large.
- **Digitization of records:** There is a contract pending to expand the software for digitizing records. The project has slowed a bit due to lack of available staff capacity. The first goal is to have a conversation with the Town Clerk to work

out the scope of the project and the time commitment necessary, and then to determine how to find the capacity to do the digitization, such as through volunteers and/or interns.

- **Master Plan:** The Master Plan has been completed and the Planning Board is in the process of reviewing in accordance with State procedures.
- **3A Zoning:** The Board discussed progress and the state of the 3A Zoning Bylaw discussions in Town, noting that there is a small core group of opposition. The goal of the Town is to go through the process to create a thoughtful plan that Town Meeting can vote to approve or reject. The Board discussed the challenge of moving an open discussion process forward in the face of the small vocal minority who is presenting strong opposition at every opportunity, and derailing the Town's ability to hold constructive conversations. The Board discussed the need to find pathways for people who think differently from the vocal minority to be able to have their views heard as well.

Chair Beaulieu asked that the Board think about additions to the priority list for J.Domelowicz over the next week.

The meeting ended at 8:52 pm.

*Respectfully submitted by D. Pierotti, Recording Secretary, 8/19/24.  
The minutes were prepared from video.*

**Laurie Wilson**

---

**From:** Heather Ford  
**Sent:** Sunday, August 11, 2024 9:03 AM  
**To:** Laurie Wilson  
**Subject:** Ken Wilson Appointment to The Hamilton Foundation

Select Board Members,

Please accept this email as my recommendation for Ken Wilson to become a member of The Hamilton Foundation (THF). We are really excited to have him join the Board as he has broad business and marketing experience that will be helpful to the mission of THF. In addition to his professional qualifications, Ken has been an active volunteer in local civic organizations such as The Hamilton Wenham Community House, the EdFund, the Red Cross, and his local church. These relationships speak to his continued willingness to be involved in support of local needs through THF.

On a larger level, Ken has been involved in many many professional and civic organizations over his career. Ken is a "doer" and I wholeheartedly hope that you appoint him to the Board of The Hamilton Foundation.

Any questions or comments, please reach out.

Thank you.  
Heather Ford  
Chair, The Hamilton Foundation

Heather M. Ford  
[hford@hamiltonma.gov](mailto:hford@hamiltonma.gov)  
508-523-6723

TOWN OF HAMILTON

APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest:

- 1. Hamilton Foundation 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

Would you consider another Committee:    yes     no

For how long should we keep your application on file? \_\_\_\_\_

Full Name: Ken Wilson

Nickname: \_\_\_\_\_ Title (please circle)  Mr./Ms./Mrs./Other: \_\_\_\_\_

Home Address: 17 Boardman Ln.

Length of Residence in Hamilton: 33

Occupation: \_\_\_\_\_

Phone: Home 978-468-2621 Cell 617-803-2488 Work 978-522-7003

E-mail: Home kwilson@chmwarnick.com Work same

If you currently serve on a Board or Committee, please identify:  
N/A

Special Training, Interests, Qualifications: N/A

Have you been asked by a Committee to become a member?  
YES

How did you hear about the Committee?  
Board Chair

Please attach a current resume, if possible. Add any comments below or on a separate page.

Signature: [Signature] Date: 8/7/24

Received by Signature: Jessie Wilson Date: 8/15/24

# Chapter 91 Special Act

## Senior Exemption – FY2025

The Selectboard votes on the following limits:

Age as of July 1<sup>st</sup>: 65 years old for applicant, or increase to 70 years old

Total household income: \$47,520 for a single person, \$71,280 for a married couple

Total household assets: \$175,000 for a single person, \$250,000 for a married couple

## ENERGY SAVINGS GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN

### 1.0 DEFINITIONS

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

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

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

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

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

**"Baseline Annual Peak Sun Hours" or "TMY Solar Irradiance"** reflects the minimum number of annual hours of sunlight intensity or irradiance necessary to produce the anticipated Solar Production. This figure is stipulated between the parties and is based upon historically available weather data of documented Solar Intensity from the Typical Metrological Year (TMY-3) Weather Data from Bradley International Airport, Windsor Locks, CT. It reflects a TMY-3 (typical metrological year) during the Annual Peak Sun Hours Baseline Period. Please refer to the appendix for the Baseline Annual Peak Sun Hours and related solar activity used to calculate Solar Capacity Production. See Section 7.0 Solar PV Data Collection and Data Analysis to Be Performed of this M&V Plan for further details.

**"Baseline Period"** is defined as the twelve month period beginning January 2019 and ending December 2019.

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

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

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

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

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

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

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

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

**"Energy Costs"** shall mean charges for fuel adjustments, base services, transmission, tariffs, and distributions. The Energy Costs will normally be derived or imputed from the facility's utility bills, or contractual baseline.

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

Abbreviation	Facility
HTH	Hamilton Town Hall

"Final Acceptance Date" reflects the date at which all of the Work is *substantially complete* (see below) and all punchlist items have been addressed and the Final Acceptance Certificate (see Schedule 1) has been executed by Owner.

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

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

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

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

"Guarantee Year Annual Peak Sun Hours" reflect the observed number of annual hours of sunlight intensity (irradiance) in a given Guarantee Year. This figure is based irradiance data obtained using a pyranometer installed at the solar array. In the absence of available data from the pyranometer, weather data recorded for the



Guarantee Year for Danbury Municipal Airport, Danbury, CT will be used. Refer to Sections 7.2 and 7.3 of this M&V Plan for further details.

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

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

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

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

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

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

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

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

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

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

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

**“Substantial Completion”** see **“Beneficial Use”**.

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

**“Term”** shall be twenty (20) years.

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

**“Utility”** is the Owners’ electric, natural gas, and other utility providers.

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

## **2.0 TERM**

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

## **3.0 SAVINGS GUARANTEE**

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

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

### **3.2.1 Termination or Extension**

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

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

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

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

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

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

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

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

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

#### 4.0 GUARANTEE SAVINGS AND BASELINE

ESG guarantees that the Work will result in the following sum of Total Guaranteed Year Savings over the Term as outlined in Table 1:

**Table 1 – Guaranteed Savings**

Year	Annual Energy Savings		Annual Operational Savings	Annual Revenue				Total
	Guaranteed Annual Energy Cost Savings	Agreed Upon Annual Energy Cost Savings	O & M Savings	Utility Incentives	Green Communities Grant	SMART Program Funding	ITC Grant	
<b>Install Period</b>								
1	\$27,059	\$0	\$3,374			\$2,665		\$33,098
2	\$27,871	\$0	\$3,441	\$151,923	\$500,000	\$2,650		\$685,886
3	\$28,707	\$0	\$3,510			\$2,636	\$211,321	\$246,174
4	\$29,568	\$0	\$3,580			\$2,617	\$58,081	\$93,847
5	\$30,455	\$0	\$3,652			\$2,599		\$36,706
6	\$31,369	\$0	\$3,725			\$2,581		\$37,675
7	\$32,310	\$0	\$3,800			\$2,563		\$38,672
8	\$33,279	\$0	\$3,876			\$2,545		\$39,700
9	\$34,278	\$0	\$3,953			\$2,527		\$40,758
10	\$35,306	\$0	\$4,032			\$2,509		\$41,848
11	\$36,365	\$0	\$4,113			\$2,492		\$42,970
12	\$37,456	\$0	\$4,195			\$2,474		\$44,126
13	\$38,580	\$0	\$4,279			\$2,457		\$45,316
14	\$39,737	\$0	\$4,365			\$2,440		\$46,542
15	\$40,929	\$0	\$4,452			\$2,423		\$47,804
16	\$42,157	\$0	\$4,541			\$2,406		\$49,104
17	\$43,422	\$0	\$4,632			\$2,389		\$50,443
18	\$44,725	\$0	\$4,724			\$2,372		\$51,821
19	\$46,066	\$0	\$4,819			\$2,356		\$53,241
20	\$47,448	\$0	\$4,915			\$2,339		\$54,703
<b>Total</b>	<b>\$727,091</b>	<b>\$0</b>	<b>\$81,979</b>	<b>\$151,923</b>	<b>\$500,000</b>	<b>\$50,039</b>	<b>\$269,402</b>	<b>\$1,780,433</b>

**Notes:**

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

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

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

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

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

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

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

Notes:

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

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

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

**Notes:**

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



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

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

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

Owner agrees to:

- a. Not make any material changes to the initial building control's system program without prior notice to ESG.
- b. Not place the building control system in a permanent 'on' status, nor will Owner manually operate or override any part of the building control system except upon

equipment failure or emergency conditions.

- c. Provide access for ESG to adjust the ECMs to ensure optimal operation and maximum energy savings, provided that such does not adversely impact Owner's use of the Facilities and/or ECMs.
- d. Maintain the building operating hours and settings for heating and cooling as specify in section 6.0 General Operating Conditions and Assumptions.

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

*Table 6 – Escalation Rates*

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

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

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

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

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

**5.0 BASELINE UNIT ENERGY COSTS**

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

*Table 7 – Energy Unit Costs*

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

Note:

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

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

*Table 8 - Hours and Practices*

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

**Notes:**

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

## 7.0 M&V APPROACH

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

Table 9 – M&V Option by ECM

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

## 7.1 OPTION D SAVINGS

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

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

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

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

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

### STEP 1: ENERGY MODEL CALIBRATION

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

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

The steps in calibrating the simulation are listed below:

- Compile 12 months of utility bills from a period of stable operation
  - ESG compiled 24 months of utility data; January 2022 – December 2023
  - The time period January 2022 – December 2022 was used to calibrate the

- model
    - See IGA Appendix A for complete details
- Compile detailed equipment and operating data from the facility
  - Data logging of space temperature, relative humidity, light levels, occupancy and equipment runtime was conducted from 1/24/24 – 2/12/24.
  - Logged data was used to calibrate the energy savings model.
- Assume other necessary input parameters, and document them
- Whenever possible, gather actual weather data from the calibration period, especially if weather conditions varied significantly from standard-year weather data used in basic simulations
  - A custom weather file was created for the baseline period that was used for the calibration of the model and for all of the ECM parametric runs
  - This weather file is included in IGA Appendix C
- Run the simulation and verify that it predicts operating parameters such as temperature and humidity
- Compare the simulated energy results with the metered energy data from the calibration period, on an hourly or monthly basis
- Evaluate patterns in the differences between simulation results and calibration data.
- Revise input data and repeat the steps above to bring predicted results within the calibration specifications.
  - For this project, ESG used a month-to-month calibration target of 10% and an annual calibration target of 5%.
  - Calibration results are shown in the table below.

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

## STEP 2: BASELINE ADJUSTMENT

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

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

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

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

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

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

### STEP 3: DETERMINATION OF ENERGY SAVINGS

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

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

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

The determined savings persist only if the simulated operating methods continue, since the reporting-period energy is predicted using the simulation software. ESG will perform periodic inspections to identify changes from baseline conditions and modeled equipment performance, and simulation runs will be adjusted accordingly.



## METHODOLOGY FOR ASSIGNING DOLLAR VALUES TO SAVINGS

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

### BASELINE PERIOD ADJUSTMENTS

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

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

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

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

ECM DESCRIPTION	Guaranteed Option-D Savings
Lighting and Controls	\$5,078
Major Mechanical, HVAC systems	\$6,677
EMS & DDC	\$0
On-site Generation & Renewables	\$13,935
Plug Load Controls	\$581
Totals	\$26,271

**Note:**

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

**Proposed Option D Savings by Building**

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

*Table 11 - Hamilton Town Hall*

	Total Energy Use (MMBtu/yr)	Electrical Consumption (kWh/yr)	Natural Gas Consumption (therms/yr)	Fuel Oil Consumption (gallons/Yr)	Propane Consumption (gallons/Yr)
Baseline Consumption	918.3	73,339	6,680	-	-
Post-Installation Consumption	34.50	10,107	0	-	-
Savings	883.81	63,232	6,680	-	-
Notes:					
1. MMBtu=1,000,000 Btu.					
2. If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).					
3. All savings costs shown in year 0 (un-escalated) dollars					

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

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

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

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

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

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

The savings for the Guarantee Years shall be based on the actual metered production after solar irradiance normalization. The energy production shall assume the monthly Baseline (reference TMY solar irradiance/Baseline Annual Peak Sun Hours as shown in Table 12

below). The figure presents the anticipated sunshine available (TMY; NREL) from the GPS coordinates 42°39'00.0"N 70°51'00.0"W. Savings will be normalized if the amount of solar irradiance differs from the following Table 12.

Table 12 – Baseline (reference) TMY Solar Irradiance

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

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

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

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

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

Table 13 – Annual kWh Production Over the Project Term

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

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

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

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

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

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

weather station data is not available the next closest or other reasonable weather data or historic TMY3 data will be used.

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

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

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

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

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

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

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

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

ESG shall not be responsible for negative impacts to Solar PV Production or Capacity beyond its reasonable control and that result directly from: (1) actions by the Owner, their

selected contractor, or the Utility, or (2) other actions or activities beyond the reasonable control of ESG including, but not limited to,

- Modifications to the Facilities, including the building structure or real estate that cause significant shading over the System;
- Material changes to the System made without the consent of ESG;
- Material changes to the stipulated Baseline Annual Peak Sun Hours identified within this M&V Plan;
- Guarantee Year Annual Peak Sun Hours which represent a decrease from the Baseline Annual Peak Sun Hours;
- Owner delays in signing the interconnection agreement(s) with the utility;
- Improper maintenance that causes water, snow, ice or other material to cover the System;
- Failure to exercise proper operation and basic care and maintenance of the System;
- Failure to adhere to operating and maintenance responsibilities as defined by the equipment manufacturers' System maintenance specifications;
- A Force Majeure event or circumstance that results in physical damage to the System;
- Failure of an Owner-owned electric meter to perform properly or accurately due to lack of maintenance or repair, neither of which are ESG's responsibility after Final Completion and Acceptance of the Work

In addition, the Owner agrees to:

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

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

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

**REBATES, INCENTIVES AND GRANTS**

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

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

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

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

**INVESTMENT TAX CREDIT – DIRECT PAY GRANTS**

ESG will assist in applying for Investment Tax Credit (ITC) Direct Pay grants offered by the US Federal Government under the auspices of the 2022 Inflation Reduction Act (IRA). This includes submitting application forms and data on behalf of the Owner and following up with the program administrators to answer any questions or provide additional information. Work is expected to take place during performance years 1 and 2.

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

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

The following ECMs have an estimated total incentive of **\$269,402**

PROPOSED MEASURES	Estimated Rebates (\$)
Major Mechanical, HVAC systems	\$211,321
On-site Generation & Renewables	\$58,081
<b>TOTAL</b>	<b>\$269,402</b>



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

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

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

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

SMART Program Revenue is a non-guaranteed benefit.

**SMART Program Revenue Summary Table**

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

**OPERATIONAL SAVINGS**

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

*Table 14 – Source of Year 1 – Operational Cost Savings*

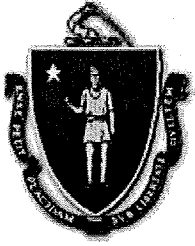
Operational Cost Savings	
ECM Description	Year 0 Savings (Un-escalated)
Lighting and Controls	\$508
On-site Generation & Renewables	(\$2,700)
Major Mechanical, HVAC systems	\$5,500
Totals	\$3,308

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

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

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

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



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF  
ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
100 CAMBRIDGE ST., 9<sup>th</sup> FLOOR  
BOSTON, MA 02114  
Telephone: 617-626-7300

**Maura T. Healey**  
Governor

**Rebecca L. Tepper**  
Secretary

**Kimberley Driscoll**  
Lt. Governor

**Elizabeth Mahony**  
Commissioner

August 29, 2024

Joseph J. Domelowicz Jr., Town Manager  
Town of Hamilton  
577 Bay Road  
South Hamilton, MA 01982

Dear Manager Domelowicz:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$500,000.00 for the following projects proposed in the Town of Hamilton's Green Communities Competitive Grant application.

List of projects funded:

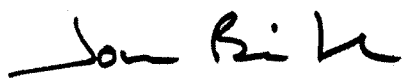
- \$355,880, Town Hall — Ground source heat pump system
- \$144,120, Town Hall — Building Management System

The Division reviewed Hamilton's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss the next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Hamilton on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-823-4029 or by email at [Joanne.Bissetta@mass.gov](mailto:Joanne.Bissetta@mass.gov) with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Joanne Bissetta, Director  
Green Communities Division

Cc: Caroline Beaulieu, Chair Select Board

Victoria Masone, Energy Manager

Dillan Patel, Northeast Green Communities Regional Coordinator

**Decarbonization Project - Hamilton Town Hall**

Category	Item	Value
Energy	Energy Efficiency	\$100,000
	Renewable Energy	\$200,000
	Energy Storage	\$150,000
	Energy Distribution	\$100,000
	Energy Monitoring	\$50,000
	Energy Control	\$50,000
	Energy Reporting	\$50,000
	Energy Auditing	\$50,000
	Energy Consulting	\$50,000
	Energy Training	\$50,000
Energy Research	\$50,000	
Water	Water Conservation	\$100,000
	Water Treatment	\$200,000
	Water Distribution	\$150,000
	Water Collection	\$100,000
	Water Recycling	\$50,000
	Water Reuse	\$50,000
	Water Purification	\$50,000
	Water Filtration	\$50,000
	Water Softening	\$50,000
	Water Disinfection	\$50,000
Waste	Waste Reduction	\$100,000
	Waste Recycling	\$200,000
	Waste Incineration	\$150,000
	Waste Landfill	\$100,000
	Waste Composting	\$50,000
	Waste Energy	\$50,000
	Waste Water	\$50,000
	Waste Air	\$50,000
	Waste Soil	\$50,000
	Waste Other	\$50,000

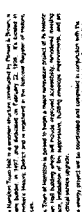
**TOWN OF HAMILTON, MASSACHUSETTS**



**PROJECT DESCRIPTION**  
 The project is a comprehensive decarbonization project for the Town of Hamilton, Massachusetts. It includes the installation of renewable energy systems, energy efficiency upgrades, water conservation measures, and waste reduction initiatives. The project is expected to reduce the town's carbon footprint by 50% over the next 10 years.

**PROJECT CONTACT**  
 Name: [Name]  
 Title: [Title]  
 Phone: [Phone]  
 Email: [Email]

**TOWN OF HAMILTON, MASSACHUSETTS**



**PROJECT DESCRIPTION**  
 The project is a comprehensive decarbonization project for the Town of Hamilton, Massachusetts. It includes the installation of renewable energy systems, energy efficiency upgrades, water conservation measures, and waste reduction initiatives. The project is expected to reduce the town's carbon footprint by 50% over the next 10 years.

**PROJECT CONTACT**  
 Name: [Name]  
 Title: [Title]  
 Phone: [Phone]  
 Email: [Email]

**Decarbonization Project - Hamilton Town Hall**

Category	Item	Value
Energy	Energy Efficiency	\$100,000
	Renewable Energy	\$200,000
	Energy Storage	\$150,000
	Energy Distribution	\$100,000
	Energy Monitoring	\$50,000
	Energy Control	\$50,000
	Energy Reporting	\$50,000
	Energy Auditing	\$50,000
	Energy Consulting	\$50,000
	Energy Training	\$50,000
Water	Water Conservation	\$100,000
	Water Treatment	\$200,000
	Water Distribution	\$150,000
	Water Collection	\$100,000
	Water Recycling	\$50,000
	Water Reuse	\$50,000
	Water Purification	\$50,000
	Water Filtration	\$50,000
	Water Softening	\$50,000
	Water Disinfection	\$50,000
Waste	Waste Reduction	\$100,000
	Waste Recycling	\$200,000
	Waste Incineration	\$150,000
	Waste Landfill	\$100,000
	Waste Composting	\$50,000
	Waste Energy	\$50,000
	Waste Water	\$50,000
	Waste Air	\$50,000
	Waste Soil	\$50,000
	Waste Other	\$50,000

**TOWN OF HAMILTON, MASSACHUSETTS**



**PROJECT DESCRIPTION**  
 The project is a comprehensive decarbonization project for the Town of Hamilton, Massachusetts. It includes the installation of renewable energy systems, energy efficiency upgrades, water conservation measures, and waste reduction initiatives. The project is expected to reduce the town's carbon footprint by 50% over the next 10 years.

**PROJECT CONTACT**  
 Name: [Name]  
 Title: [Title]  
 Phone: [Phone]  
 Email: [Email]

**TOWN OF HAMILTON, MASSACHUSETTS**



**PROJECT DESCRIPTION**  
 The project is a comprehensive decarbonization project for the Town of Hamilton, Massachusetts. It includes the installation of renewable energy systems, energy efficiency upgrades, water conservation measures, and waste reduction initiatives. The project is expected to reduce the town's carbon footprint by 50% over the next 10 years.

**PROJECT CONTACT**  
 Name: [Name]  
 Title: [Title]  
 Phone: [Phone]  
 Email: [Email]

**Decarbonization Project - Hamilton Town Hall**

Category	Item	Value
Energy	Energy Efficiency	\$100,000
	Renewable Energy	\$200,000
	Energy Storage	\$150,000
	Energy Distribution	\$100,000
	Energy Monitoring	\$50,000
	Energy Control	\$50,000
	Energy Reporting	\$50,000
	Energy Auditing	\$50,000
	Energy Consulting	\$50,000
	Energy Training	\$50,000
Water	Water Conservation	\$100,000
	Water Treatment	\$200,000
	Water Distribution	\$150,000
	Water Collection	\$100,000
	Water Recycling	\$50,000
	Water Reuse	\$50,000
	Water Purification	\$50,000
	Water Filtration	\$50,000
	Water Softening	\$50,000
	Water Disinfection	\$50,000
Waste	Waste Reduction	\$100,000
	Waste Recycling	\$200,000
	Waste Incineration	\$150,000
	Waste Landfill	\$100,000
	Waste Composting	\$50,000
	Waste Energy	\$50,000
	Waste Water	\$50,000
	Waste Air	\$50,000
	Waste Soil	\$50,000
	Waste Other	\$50,000

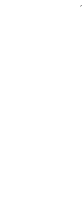
**TOWN OF HAMILTON, MASSACHUSETTS**



**PROJECT DESCRIPTION**  
 The project is a comprehensive decarbonization project for the Town of Hamilton, Massachusetts. It includes the installation of renewable energy systems, energy efficiency upgrades, water conservation measures, and waste reduction initiatives. The project is expected to reduce the town's carbon footprint by 50% over the next 10 years.

**PROJECT CONTACT**  
 Name: [Name]  
 Title: [Title]  
 Phone: [Phone]  
 Email: [Email]

**TOWN OF HAMILTON, MASSACHUSETTS**



**PROJECT DESCRIPTION**  
 The project is a comprehensive decarbonization project for the Town of Hamilton, Massachusetts. It includes the installation of renewable energy systems, energy efficiency upgrades, water conservation measures, and waste reduction initiatives. The project is expected to reduce the town's carbon footprint by 50% over the next 10 years.

**PROJECT CONTACT**  
 Name: [Name]  
 Title: [Title]  
 Phone: [Phone]  
 Email: [Email]

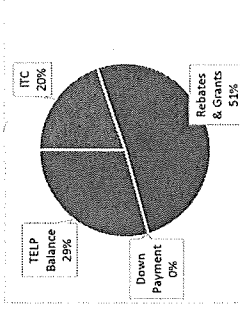
Project Name Town of Hamilton, MA

**ENERGY PERFORMANCE CONTRACT CASH FLOW**

Project Value \$1,377,371  
 Down Payment \$0  
 Utility Rebates & GC Grant \$651,923 Use as Down Payment? (Y or N) No  
 Client Contingency \$0  
 Design/Consultant Fee \$0  
 Other Fees \$0  
 LOAN VALUE \$1,377,371  
 APR 4.990% Annual  
 Interest Compounding APR 4.990%  
 Effective APR 4.990%  
 Utility Escalation 3.00% O&M Escalation 2.00%  
 % Savings 5% Minimum Balance \$0  
 Construction Period 12 Months  
 Payment at 0 End of the period  
 Construction Start 3/1/2024  
 Construction End 3/1/2025  
 Finance PMT Start 3/1/2026  
 Finance PMT End 2/24/2045

Project Scenario 1

Project Value \$1,377,371  
 ITC \$272,037  
 Rebates & Grants \$701,962  
 Down Payment \$0  
 TELP Balance \$403,372



Years	Minimum Balance	% Savings	Construction Period	Min. Fixed Amount
20 years	\$0	5%	12 Months	
21 years			0	End of the period
2 years			Payment at	
21 years			Construction Start	3/1/2024
20 years			Construction End	3/1/2025
Annual			Finance PMT Start	3/1/2026
Variable			Finance PMT End	2/24/2045

Inc Const Savings in Yr 1?	Escrow	Retainage
No	Traditional	5.0%
Yes	Escrow APR	1.0%

**CASH FLOW ANALYSIS**

Year	Guaranteed Annual Energy Savings	Agreed Upon Annual Savings	O & M Savings	SMART Incentive, Rebates & ITC	Capital Cost Avoidance	Total	Loan Payment	ESG M&V Costs	Total Costs	Net Savings
Construction	\$0	\$0	\$5,008	\$0	\$0	\$32,000	\$0	\$0	\$0	\$32,000
1	\$26,772	\$0	\$6,128	\$654,588	\$0	\$687,488	\$682,876	\$4,812	\$687,488	\$0
2	\$27,575	\$0	\$6,251	\$213,971	\$0	\$247,797	\$242,889	\$4,908	\$247,797	\$0
3	\$28,403	\$0	\$6,376	\$63,352	\$0	\$98,130	\$98,130	\$0	\$98,130	\$0
4	\$29,255	\$0	\$6,503	\$2,617	\$0	\$38,375	\$38,375	\$0	\$38,375	\$0
5	\$30,132	\$0	\$6,633	\$2,599	\$0	\$39,364	\$39,364	\$0	\$39,364	\$0
6	\$31,036	\$0	\$6,766	\$2,581	\$0	\$40,383	\$40,383	\$0	\$40,383	\$0
7	\$31,967	\$0	\$6,901	\$2,563	\$0	\$41,431	\$41,431	\$0	\$41,431	\$0
8	\$32,926	\$0	\$7,039	\$2,545	\$0	\$42,510	\$42,510	\$0	\$42,510	\$0
9	\$33,914	\$0	\$7,180	\$2,527	\$0	\$43,621	\$43,621	\$0	\$43,621	\$0
10	\$34,932	\$0	\$7,323	\$2,509	\$0	\$44,764	\$44,764	\$0	\$44,764	\$0
11	\$35,980	\$0	\$7,470	\$2,492	\$0	\$45,941	\$45,941	\$0	\$45,941	\$0
12	\$37,059	\$0	\$7,619	\$2,474	\$0	\$47,153	\$47,153	\$0	\$47,153	\$0
13	\$38,171	\$0	\$7,772	\$2,457	\$0	\$48,399	\$48,399	\$0	\$48,399	\$0
14	\$39,316	\$0	\$7,927	\$2,440	\$0	\$49,683	\$49,683	\$0	\$49,683	\$0
15	\$40,495	\$0	\$8,086	\$2,423	\$0	\$51,004	\$51,004	\$0	\$51,004	\$0
16	\$41,710	\$0	\$8,247	\$2,406	\$0	\$52,363	\$52,363	\$0	\$52,363	\$0
17	\$42,961	\$0	\$8,412	\$2,389	\$0	\$53,763	\$53,763	\$0	\$53,763	\$0
18	\$44,250	\$0	\$8,581	\$2,372	\$0	\$55,203	\$55,203	\$0	\$55,203	\$0
19	\$45,578	\$0	\$8,752	\$2,356	\$0	\$56,686	\$56,686	\$0	\$56,686	\$0
20	\$46,945	\$0	\$8,927	\$2,339	\$0	\$58,211	\$58,211	\$0	\$58,211	\$0
AGGREGATE	\$719,377	\$0	\$148,894	\$973,999	\$0	\$1,842,270	\$1,831,256	\$9,720	\$1,840,976	\$1,293

## Joe Domelowicz

---

**From:** Tim Olson  
**Sent:** Wednesday, August 28, 2024 1:16 PM  
**To:** Joe Domelowicz  
**Cc:** Laurie Wilson; Wendy Markiewicz  
**Subject:** Walker Mower for Cemetery  
**Attachments:** 2024-08-28 13-12.pdf

Hi Joe and Wendy,

Attached, please find a PO for a new Walker Mower for the Hamilton Cemetery.

During our Cap Com meeting this year, they advised me to utilize Perpetual Care funds to purchase this mower.

I believe we have the funding available. If that is true, can I please have this request at the upcoming SB meeting?

Thank you

Tim

***Timothy J. Olson***

Town of Hamilton  
Director of Public Works  
577 Bay Road  
PO Box 429  
Hamilton, MA 01982  
P: 978-626-5227  
F: 978-468-5582  
[tolson@hamiltonma.gov](mailto:tolson@hamiltonma.gov)

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 §10. This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please indicate to the sender that you have received this email in error, and delete the copy you received. Please do not print, copy, retransmit, disseminate, or otherwise use the information.



**TOWN OF HAMILTON**

No: DPW2025-012

577 Bay Rd. Hamilton, Ma 01982

**PURCHASE ORDER**

**VENDOR**

Name Stewart's Power Equipment, Inc.  
 Address 776 Plymouth Street (Rte 139)  
 City Holbrook State MA ZIP 02343  
 Phone 781-767-3544

**Misc**

Date 8/28/2024  
 Order No. \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 Contract # \_\_\_\_\_


Qty	Description	Unit Price	TOTAL
1	Walker Mower Replacement MA State Bid FAC116	\$ 12,491.50	\$ 12,491.50
		Subtotal	\$ 12,491.50
		Shipping	
		TOTAL	\$ 12,491.50

**Tax Exempt No: 046-001-168**

Comments: Perpetual Care Funds  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Lease Rate(s) \_\_\_\_\_  
 Tax Rate \_\_\_\_\_  
**TOTAL \$ 12,491.50**

Office Use Only

  
 \_\_\_\_\_  
 Department Head

\_\_\_\_\_  
 Town Accountant

The Accounting Department of the Town of Hamilton confirms the funds are available and encumbered for payment in net 30 days from delivery goods and/or service unless other financing arrangements have been agreed to by both parties.



# Stewart's

**POWER EQUIPMENT INC.**

776 PLYMOUTH STREET (RTE 139) • HOLBROOK, MA 02343 • 781-767-3544

## Invoice Estimate

**516191**

Thank you for the opportunity to provide you with this estimate. We know your time is valuable and appreciate you visiting with us. Our price always includes complete set up and comprehensive demonstration. Pricing subject to change.

Bill To				Ship To			
Hamilton DPW 577 Bay Road PO Box 429 South Hamilton, MA 01982							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
60107		046001168	(978) 626-5227		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Don Stewart	Don Stewart	08/19/24	516191	tolson@hamiltonma.gov		Sales	

Section 1 Walker MB27i with utility bed behind operators seat and above engine. Handy feature to have.

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
MB27I-UTL	WKQ	ZTT 27hp khefi lowpro w/bed	1		1	\$11,380.00	\$9,673.00	\$9,848.00

Description	Qty	Net Each	Amount
Factory Freight	1	\$175.00	\$175.00

Section 1 SubTotal \$9,848.00

Section 2 Walker 42" side discharge deck, same as last time. These are now a special order item but our distributor has a couple in stock right now.

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
DS42-2	WKQ	Deck 42" side disch. shaft driven	1		1	\$3,110.00	\$2,643.50	\$2,643.50

**Note**

Stewart's Power Equipment is a registered vendor under Massachusetts State Contract FAC116 This quote reflects special pricing in accordance with contract rules and guidelines. Vendor code # VC6000010077

Section 2 SubTotal \$2,643.50

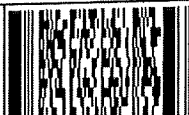
Invoice Total \$12,491.50

Sales Tax \$0.00

Grand Total \$12,491.50

This estimate is valid for 30 days from issue. Delivery of this equipment is available for and additional fee. Please follow manufacturers safety and maintenance procedures. Pricing subject to change. Thank you for your business !

Notes:



Customer acknowledges receipt thereof:

## Joe Domelowicz

---

**From:** Wendy Markiewicz  
**Sent:** Wednesday, August 28, 2024 1:21 PM  
**To:** Tim Olson; Joe Domelowicz  
**Cc:** Laurie Wilson  
**Subject:** RE: Walker Mower for Cemetery

As of 7/31/2024, the Cemetery Perpetual Care fund has \$337,308.26.

*Wendy M. Markiewicz*

Finance Director/Town Accountant  
Town of Hamilton  
P.O. Box 429  
Hamilton, MA 01936  
[wmarkiewicz@hamiltonma.gov](mailto:wmarkiewicz@hamiltonma.gov)  
Office: 978-626-5215

---

**From:** Tim Olson <tolson@hamiltonma.gov>  
**Sent:** Wednesday, August 28, 2024 1:16 PM  
**To:** Joe Domelowicz <jdomelowicz@hamiltonma.gov>  
**Cc:** Laurie Wilson <lwilson@hamiltonma.gov>; Wendy Markiewicz <wmarkiewicz@hamiltonma.gov>  
**Subject:** Walker Mower for Cemetery

Hi Joe and Wendy,

Attached, please find a PO for a new Walker Mower for the Hamilton Cemetery.

During our Cap Com meeting this year, they advised me to utilize Perpetual Care funds to purchase this mower.

I believe we have the funding available. If that is true, can I please have this request at the upcoming SB meeting?

Thank you

Tim

***Timothy J. Olson***

Town of Hamilton  
Director of Public Works  
577 Bay Road  
PO Box 429  
Hamilton, MA 01982  
P: 978-626-5227  
F: 978-468-5582  
[tolson@hamiltonma.gov](mailto:tolson@hamiltonma.gov)

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 §10. This communication may contain privileged or other confidential

information. If you are not the intended recipient, or believe that you have received this communication in error, please indicate to the sender that you have received this email in error, and delete the copy you received. Please do not print, copy, retransmit, disseminate, or otherwise use the information.



## Patton Park Gridless

### Proposal # 7548-5-0

Proposal Issued: 6/25/2024

Proposal Valid To: 7/25/2024

**To:**

Stephen Trepanier

Hamilton Police Department

**From:**

Chris Ragoza

Account Executive

ENE SECURITY Inc.

(617) 546-8801

cragoza@enesecurity.com

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
[www.enesecurity.com](http://www.enesecurity.com)

**24/7/365**

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



June 25, 2024

Stephen Trepanier  
Hamilton Police Department  
265 Bay Road  
Hamilton, MA

RE: Patton Park Gridless

Dear Stephen Trepanier,

I want to personally thank you for considering ENE Security for this project and providing us with the opportunity to present this proposal addressing your electronic needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and, in the years, ahead.

We feel strongly that the choice of equipment along with proper engineering and technical support has consistently provided the best solution for our customer's security needs. Our recommendations are accompanied by ENE Security' reputation as New England's leading security solutions integrator which we have earned by offering the highest level of quality craftsmanship and attention to detail that is unparalleled.

Our guiding principal has always been to be customer- focused service-based company, supported by dedicated professionals who strive to make a difference delivering the best possible solution.

The following security proposal is specifically designed to meet your needs. If you have any questions during your review process, please feel free to contact me. Thank you again for considering ENE Security as your partner for your electronic needs.

Sincerely,

*Chris Ragoza*

Account Executive

P: (617) 546-8801 M: (781) 774-0456

[cragoza@enesecurity.com](mailto:cragoza@enesecurity.com)



SECURING YOUR FUTURE

## Client Information

**Customer Name:** Hamilton Police Department

**Site:**

Hamilton Police Department  
265 Bay Road  
Hamilton, MA

**Billing:**

Hamilton Police Department  
265 Bay Road  
Hamilton, MA

**Contact:**

Stephen Trepanier  
strepanier@hamiltonma.gov

## Scope of Work

- ENE Security to, install and program (1) Verkada exterior customers at customer specified location that will host Gridless solution.
- ENE Security to provide, install, and program (1) one Gridless all in one battery and communications kit in rugged case to be placed at specified location.
- ENE Security to provide and install (1) Verkada Cellular Gateway and License for Gridless Kit
- ENE Security will supply a (1) one-year warranty on all parts and labor.
- ENE Security will provide training to authorized Essex Staff.
- Customer to provide POE Switches where Necessary.
- Customer responsible for lift where necessary
- Customer responsible for Constant Cell Signal at Pole Location.
- Annual Licenses will occur yearly.
- Customer responsible for original Power source.

### Clarifications:

- . Prevailing Wage Job.
- Computer for any client or server software that is to be provided and installed by others shall meet the recommended specifications for the manufacturer(s) of the software that ENE is providing as well as any operating and database software that is required.
- All 120vac power required to be provided and installed by others as directed by ENE.
- All network infrastructure, inclusive of network switches, necessary drops, IP addresses, patch panels, rack space, UPS, fiber, and patch jumpers, to be provided and installed by others as directed by ENE.
- Any necessary or desired conduit infrastructure to be provided and installed by others unless specifically provided for in this scope of work.
- Coring, patching and painting provided by others and is not included in ENE's scope of work.
- Any the additional costs to perform work in hazardous areas and/or with hazardous materials is excluded unless specifically provided for in this scope of work.
- Spare parts are not included unless specifically provided for in the attached quotation.
- Disposal of existing equipment shall be the owner's responsibility unless otherwise negotiated.
- ENE's standard lead-time from receiving a signed agreement / Purchase Order is approximately four to six weeks before beginning work on-site, due to engineering review, ordering of equipment and submittal preparation.
- Alterations and/or deviations from this quotation (or the above referenced specifications if provided) will be made only upon written agreement and will become an extra charge over and above this quotation.
- Normal work hours are Monday through Friday, 7:00 a.m. through 3:30 p.m., except for holidays.



SECURING YOUR FUTURE

- All work under this Quotation shall be performed by duly licensed ["Open Shop" Technicians], each with Massachusetts "S" Security licenses. Union labor not included unless specifically provided for in this scope of work.
- ENE shall provide professional Project Management to coordinate ENE's labor with Customer.
- Idle time incurred by ENE employees due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond our control, and/or interruptions from ENE's full and uninterrupted access to all work locations reasonably required to fulfill this Scope of Work and shall be considered a change to the contract, which may, at ENE's discretion, become a billable charge.

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
[www.enesecurity.com](http://www.enesecurity.com)

**24/7/365**

---

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



SECURING YOUR FUTURE

### Investment

Patton Park Camera				\$13,967.00
QTY	Manufacture	Part #	Description	
1	ENE Security	Miscellaneous Part	Miscellaneous parts, connectors and cable	
1	Verkada	CD52-256E-HW	Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	
1	Verkada	LIC-1Y	Verkada 1-Year Camera License	
1	Verkada	ACC-MNT-ARM-1	ARM MOUNT pole	
1	Verkada	ACC-MNT-POLE-1	Verkada Pole Mount	
1	Verkada	ACC-MNT-8	Verkada Pendant Cap Mount	
1	Gridless	GS1-VKD-1H1S	Gridless Sentry 1 Kit	
1	Gridless	GSX-001	Pole Mount Kit Sentry	
1	Gridless	GSX-007	AC Charger	
1	Gridless	GS-LIC-1Y	1 Year Gridless Sentry License	
1	Verkada	GC31-E-HW	Verkada Cellular Gateway	
1	Verkada	LIC-GC-1Y	1 Year Gateway license	
			<b>Equipment Subtotal</b>	<b>\$7,857.00</b>
			<b>Labor Subtotal</b>	<b>\$5,743.00</b>
			<b>Freight &amp; Warranty</b>	<b>\$367.00</b>
			<b>Patton Park Camera SubTotal</b>	<b>\$13,967.00</b>

### Financial Summary

**Total Proposal Amount**      **\$13,967.00**  
*Note: This proposal is valid for 30 days*

### Acceptance of Quote / Proposal

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**\* Standard payment terms will apply unless noted above. Invoicing will be net 30 with 30% down followed by additional monthly progress billing.**

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
www.enesecurity.com







SECURING YOUR FUTURE

## Terms & Conditions

Version 2.00 May 2022

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of ENE SECURITY Inc. ("ENE ") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of ENE. The parties agree to be bound by the following terms and conditions.

**Section 1. Quotations & Acceptance:** Buyer may accept the quotation by signing and returning a copy to ENE or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, ENE hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by ENE in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. ENE assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, ENE assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

**Section 2. Pricing & Payment:** The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on ENE 's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide ENE a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

Invoicing will be 30% prepayment followed by monthly progress billing. All invoices will be due net 30. If Customer is overdue in any payment, ENE shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ENE costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

ENE reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, ENE may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect ENE 's security interest in the goods. At ENE 's request, Buyer will execute any necessary instrument to perfect ENE 's security interest. A 3% processing fee will be assessed to any credit card payment. Annual contract agreements automatically renew after the first year and may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.

**Section 3. Access and Overtime:** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding ENE 's holidays). If Buyer requests ENE to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If ENE 's work is to be performed on the project site, Buyer will afford unrestricted access to ENE and its employees and agents to all work areas.

**Section 4. Damage or Loss to Equipment:** In the case of equipment not to be installed by or under supervision of ENE, ENE shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of ENE, ENE shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by ENE, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of ENE, Buyer agrees to promptly pay or reimburse ENE an amount equal to the damage or loss which ENE incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

**Section 5. Delays:** Buyer shall prepare all work areas so as to be acceptable for ENE 's work required hereunder. Buyer acknowledges that the contract sum is based upon ENE being able to perform the work in an orderly and sequential manner, as ENE so determines. If ENE 's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to ENE for all increased costs and damages which ENE incurs as a result thereof. Furthermore, if ENE is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond ENE 's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

**Section 6. Warranty & Coverage.** Warranty for new equipment ENE Security provides the following warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
www.enesecurity.com

24/7/365



SECURING YOUR FUTURE

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted;
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that ENE shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ENE is notified in writing of any defect within the Warranty Period. Any equipment or products installed by ENE in the course of performing the work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ENE hereby assigns to Customer without recourse to ENE. Upon request of Customer, ENE will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ENE, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Equipment Coverage in the event ENE Security, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Security, Inc., the customer shall reimburse ENE Security, Inc. for reasonable expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Security, Inc., at its discretion, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Security, Inc. will assist the owner in replacing the equipment at an additional cost

**Section 7. Limitation of Liability:**

In no event will ENE's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL ENE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF ENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 8. Laws and Permits:** ENE shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

**Section 9. Disputes:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights ENE may have under construction mechanic or materialmen lien laws. ENE shall have the right to suspend affected services pending resolution of disputes.

**Section 10. Insurance:** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by ENE for insurance afforded by others.

**Section 11. Clean Up:** ENE agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge ENE for any costs or expenses for clean up or otherwise without prior written notice and ENE's written consent.

**Section 12 Changes: Move Add Change Delete (MACD) -** If the system or software is modified, changed or altered, or if any equipment is added or removed within the premises or to other premises, ENE Security, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
[www.enesecurity.com](http://www.enesecurity.com)

**24/7/365**

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



**340 Bay Road, Hamilton, MA**

**Proposal # 8958-2-0**

**Proposal Issued: 8/28/2024**

**Proposal Valid To: 9/27/2024**

**To:**

Sean Timmons

Hamilton Police Department

**From:**

Chris Ragoza

Account Executive

ENE SECURITY Inc.

(617) 546-8801

cragoza@enesecurity.com

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
[www.enesecurity.com](http://www.enesecurity.com)

**24/7/365**

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



August 28, 2024

Sean Timmons  
Patton Park  
340 Bay Rd  
Hamilton, MA 01982

RE: 340 Bay Road, Hamilton, MA

Dear Sean Timmons,

I want to personally thank you for considering ENE Systems to manage your security systems. We feel strongly that the choice of equipment along with proper engineering and technical support has consistently provided the best solution for our customer's security needs. This agreement will allow ENE to keep your system running at optimal performance and prolong the life of your system.

Our guiding principal has always been to be customer- focused service-based company, supported by dedicated professionals who strive to make a difference delivering the best possible solution.

The following security proposal is specifically designed to meet your needs. If you have any questions during your review process, please feel free to contact me. Thank you again for considering ENE Systems as your partner for your electronic needs.

Sincerely,

*Chris Ragoza*

Account Executive

P: (617) 546-8801 M: (781) 774-0456

cragoza@enesecurity.com

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
www.enesecurity.com

**24/7/365**

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



## Client Information

**Customer Name:** Hamilton Police Department

**Site:**  
Patton Park  
340 Bay Rd  
Hamilton, MA 01982

**Billing:**  
Hamilton Police Department  
265 Bay Road  
Hamilton, MA

**Contact:**  
Sean Timmons  
(978) 468-2178  
stimmons@hamiltonma.gov

## Scope of Work

- ENE Security to supply, program, and install (2) Vivotek cameras at customer specified locations at exterior of Pool Center. One Exterior, One Interior. Cameras must be attached to building or additional charges will occur.
- ENE Security to provide all 2 Exacc Licenses.
- ENE Security to supply and run cat6 cable from (2) new camera locations and home run to Customer provide network switch
- EME Security to provide 4 port NVR and hard drive for this location.
- Customer responsible for all network connectivity from park back to Hamilton Police.
- ENE Security provides all conduit, cable, and pipe from exterior locations down to basement switch location.
- ENE Security will supply training to Hamilton Staff.
- Customer responsible for lift if needed. If ENE to provide lift, additional charges will occur.
- Customer to provide workstation. IF ENE provides workstation, additional charges will occur.
- Customer to provide switches. IF ENE to provide switches, additional charges will occur
- Customer to provide IP Addresses for all cameras.
- This is State Contract Job. Prevailing Wage
- IF electrical permit is needed, additional charges will occur.
- Customer responsible for network connection between all buildings. If no network connections back to police, additional charges will occur.

## Clarifications:

- Computer for any client or server software that is to be provided and installed by others shall meet the recommended specifications for the manufacturer(s) of the software that ENE is providing as well as any operating and database software that is required.
- All 120vac power required to be provided and installed by others as directed by ENE.
- All network infrastructure, inclusive of network switches, necessary drops, IP addresses, patch panels, rack space, UPS, fiber, and patch jumpers, to be provided and installed by others as directed by ENE.
- Any necessary or desired conduit infrastructure to be provided and installed by others unless specifically provided for in this scope of work.
- Coring, patching and painting provided by others and is not included in ENE's scope of work.
- Any the additional costs to perform work in hazardous areas and/or with hazardous materials is excluded unless specifically provided for in this scope of work.
- Spare parts are not included unless specifically provided for in the attached quotation.
- Disposal of existing equipment shall be the owner's responsibility unless otherwise negotiated.
- ENE's standard lead-time from receiving a signed agreement / Purchase Order is approximately four to six weeks before beginning work on-site, due to engineering review, ordering of equipment and submittal preparation.
- Alterations and/or deviations from this quotation (or the above referenced specifications if provided) will be made only upon written agreement and will become an extra charge over and above this quotation.
- Normal work hours are Monday through Friday, 7:00 a.m. through 3:30 p.m., except for holidays



- All work under this Quotation shall be performed by duly licensed ["Open Shop" Technicians], each with Massachusetts "S" Security licenses. Union labor not included unless specifically provided for in this scope of work.
- ENE shall provide professional Project Management to coordinate ENE's labor with Customer.
- Idle time incurred by ENE employees due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond our control, and/or interruptions from ENE's full and uninterrupted access to all work locations reasonably required to fulfill this Scope of Work and shall be considered a change to the contract, which may, at ENE's discretion, become a billable charge.
- This quotation is based upon ENE starting the work and carrying it out to completion without any delays or interruptions. Any delays or interruptions not caused by ENE may result in additional costs.

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
[www.enesecurity.com](http://www.enesecurity.com)

**24/7/365**

---

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



**Investment**

Vivotek Adds

**\$9,263.00**

QTY	Manufacture	Part #	Description
1	ENE Systems	Miscellaneous Part	Miscellaneous parts, connectors and cable
1	Windy City Wire	5556140-671	Cable, Cat5e, 24-4P, CMP, Orange, 1000 Feet / CAT5P-ORG
2	Vivotek USA Inc	FD9380-HF2-2634	VIVOTEKs FD9380-H is a H.265 outdoor dome network camera equipped with a 5-Megapixel sensor, enabling resolution of 2560x1920 at 20 fps. Featuring VIVOTEK SNV and WDR Pro technology, the FD9380-H is capable of capturing high-quality imagery in both high contrast and low light environments.  The FD9380-H deploys a 2.8mm/3.6mm lens and is equipped with IR illuminators with a 30-meter effective range for better night visibility. Further, to provide reliable coverage in harsh outdoor environments, the FD9380-H is encased in IP66 and IK10 housing.
1	Vivotek USA Inc	ND9213P-2634	By employing VIVOTEK's Smart Stream III te H.265 4-CH Embedded PoE NVR, up to 8MP Camera Supported, VIVOTEK Smart VCA Camera Supported for Event Search & Recording, RAID 0 & 1, 4xPorts 802.3at/af PoE with PoE Management, 4K Video Output Display, New Web UI Available for Plug-in Free Browser (Chrome), VIVO Cloud App & VAST 2, Made in Taiwan with non-China SoC Chipset / NDAA Compliant
1	Vivotek USA Inc	WD63PURZ-2634	6 TB SATA Hard Drive, 6 Gb/s, 3½", Returnable and Cancellable in SEALED condition, Supported Devices: ND9441, ND9541, NR9681, NR9581, NR9782-V2, NR9682-V2, ND9322P, ND9424P, ND9312, ND9322P-2TB-4FD60, ND9322P-2TB-4IB60, ND9322P-2TB-4IT60 • For pre-configuration process, please contact VIVOTEK USA first before shipping • ETA is 3 -5 days after order confirmation
2	Exacq Technologies, Inc	EVIP-01-3918	Software, ExacqVision IP, 1-Channel IP License / MAC Address is Required

Equipment Subtotal	<b>\$3,367.00</b>
Cable, Pipe, Conduit, Programming, and Prevailing wage Labor Subtotal	<b>\$5,743.00</b>
Freight & Warranty	<b>\$153.00</b>
Vivotek Adds SubTotal	<b>\$9,263.00</b>

**Financial Summary**

**Total Proposal Amount \$9,263.00**

*Note: This proposal is valid for 30 days*

**Acceptance of Quote / Proposal**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**\* Standard payment terms will apply unless noted above. Invoicing will be net 30 with 30% down followed by additional monthly progress billing.**



## Terms & Conditions

Version 2.00 May 2022

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of ENE SYSTEMS Inc. ("ENE") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of ENE. The parties agree to be bound by the following terms and conditions.

**Section 1. Quotations & Acceptance:** Buyer may accept the quotation by signing and returning a copy to ENE or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, ENE hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by ENE in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. ENE assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, ENE assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

**Section 2. Pricing & Payment:** The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on ENE's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide ENE a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

Invoicing will be 30% prepayment followed by monthly progress billing. All invoices will be due net 30. If Customer is overdue in any payment, ENE shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ENE costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

ENE reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, ENE may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect ENE's security interest in the goods. At ENE's request, Buyer will execute any necessary instrument to perfect ENE's security interest. A 3% processing fee will be assessed to any credit card payment. Annual contract agreements automatically renew after the first year and may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.

**Section 3. Access and Overtime:** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding ENE's holidays). If Buyer requests ENE to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If ENE's work is to be performed on the project site, Buyer will afford unrestricted access to ENE and its employees and agents to all work areas.

**Section 4. Damage or Loss to Equipment:** In the case of equipment not to be installed by or under supervision of ENE, ENE shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of ENE, ENE shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by ENE, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of ENE, Buyer agrees to promptly pay or reimburse ENE an amount equal to the damage or loss which ENE incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

**Section 5. Delays:** Buyer shall prepare all work areas so as to be acceptable for ENE's work required hereunder. Buyer acknowledges that the contract sum is based upon ENE being able to perform the work in an orderly and sequential manner, as ENE so determines. If ENE's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to ENE for all increased costs and damages which ENE incurs as a result thereof. Furthermore, if ENE is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond ENE's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

**Section 6. Warranty & Coverage.** Warranty for new equipment ENE Systems provides the following warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted;





d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that ENE shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ENE is notified in writing of any defect within the Warranty Period. Any equipment or products installed by ENE in the course of performing the work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ENE hereby assigns to Customer without recourse to ENE. Upon request of Customer, ENE will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ENE, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Equipment Coverage in the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for reasonable expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its discretion, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost

**Section 7. Limitation of Liability:**

In no event will ENE's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL ENE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF ENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 8. Laws and Permits:** ENE shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

**Section 9. Disputes:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights ENE may have under construction mechanic or materialmen lien laws. ENE shall have the right to suspend affected services pending resolution of disputes.

**Section 10. Insurance:** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by ENE for insurance afforded by others.

**Section 11. Clean Up:** ENE agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge ENE for any costs or expenses for clean up or otherwise without prior written notice and ENE's written consent.

**Section 12 Changes: Move Add Change Delete (MACD) -** If the system or software is modified, changed or altered, or if any equipment is added or removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.

155 River Rd, Ste 10, Bow, NH 03304  
480 Neponset Street, Suite 11C, Canton, MA 02021

1 (855) 427-8880  
www.enesecurity.com

**24/7/365**

MA License: 1548C • S License: SS002099 • RI License: 4983TSC



**Special Town Meeting**

September 23, 2024

7:00 p.m.

Hamilton-Wenham Regional High School  
Auditorium

**1. The constable has confirmed that the warrant for this STM has been properly posted. The Town Clerk has informed me there is a quorum present.**

**This Special Town Meeting of the Town of Hamilton is now open.**

**2. Good morning, my name is William Bowler, and I'm the Town Moderator. Welcome to the September 23, 2024 Special Town Meeting, and thank you for coming.**

**3. To assist me with vote counting if necessary I have appointed five tellers, who have been properly sworn as follows:**

\_\_\_\_\_ [names of tellers]

**4. We will start as we always do by saying the Pledge of Allegiance.**

**5. I'd like to start with some general reminders:**

**First, if you are a registered voter in Hamilton you should have picked up a voting clicker, which looks like this. If you haven't and wish to vote, then I ask you to get one now.**

**Second, please turn your cell phone to silent. If you need to take or make a call, please leave the meeting to do so.**

**Third, we welcome non-voters to Town Meeting, but do ask that you sit in the visitors' area, which is located in the back left section of the auditorium, so it will be easier to know who is able to vote and who is not.**

**6. I'd like to introduce the people who are sitting up front so you all know who they are.**

<b>Lauren Goldberg</b>	<b>KP Law, Town Counsel</b>
<b>Carin A. Kale</b>	<b>Town Clerk</b>
<b>Joe Domelowicz</b>	<b>Town Manager</b>
<b>Wendy Markiewicz</b>	<b>Finance Director</b>
<b>Caroline Beaulieu</b>	<b>Select Board Chair</b>
<b>Bill Wilson</b>	<b>Select Board</b>
<b>Tom Myers</b>	<b>Select Board</b>
<b>Bill Olson</b>	<b>Select Board</b>
<b>Rosemary Kennedy</b>	<b>Select Board</b>
<b>John McGrath</b>	<b>FINCOM Chair</b>
<b>Harry Philip</b>	<b>FINCOM</b>
<b>Alex Rindels</b>	<b>FINCOM</b>
<b>John Pruellage</b>	<b>FINCOM</b>
<b>Chris Woolston</b>	<b>FINCOM</b>

**I have asked non-resident Town officials and those assisting the Select Board or Finance Committee to be present here so they may be available to answer questions. Members of the press [and the video crew] have also been allowed to be present.**

**7. I hope you all read and brought your copy of the Warrant. If you did not, there may still be some extra copies. Please let me know. The agenda for the meeting is the Warrant. It was prepared by the Select Board.**

**To bring an agenda item before the meeting, I will recognize a member of the sponsoring board, committee, or individual so they can make a motion. If the motion is seconded, I will recognize the proponent to speak to you about it. Once they are done, I will open discussion up to you.**

**To ensure that we have an orderly meeting, if you wish to speak, you must first ask me to recognize you. To save time, I ask that you already be standing at one of the microphones.**

**Once you are recognized, please state your name and street address. We will use the same rules at today's Town Meeting that we use at every Town Meeting. You will have 3 minutes to make comments or**

**ask questions about the motion. When your 3 minutes is almost up, I will let you know so that you can wrap up your comments. If you continue to speak once your time has elapsed, my obligation to maintain a fair and efficient meeting requires that I move on to the next speaker.**

**Your comments and questions must be within what we call “the 4 corners of the motion.” Please remember that we are in a legislative session for the Town of Hamilton. While we can all agree that spirited debate is welcome, we recognize that being cordial and respectful is a priority for the efficiency of the Meeting and that every person who rises to debate a motion has an equal right to be heard. As such, we expect that at this Meeting, like at all Town Meetings, people will refrain from making remarks of a personal nature about any Town or School officials or any person who is in favor of or against the motion, and will just comment on the merits of the motion. Again, to ensure that the Meeting is run efficiently, any comments or questions must be directed to the Moderator rather than any individual or Town official. If I deem it appropriate, I may then ask the person making the Motion or another Town official to respond through me to the question.**

**Please, no applause, cheering, booing or any other conduct that will disrupt or delay the Meeting.**

**All motions to amend must be submitted to the Town Clerk in writing. If you need assistance in framing a motion to amend, Town Counsel will provide you with some assistance.**

**No more than 1 amendment may be pending at the same time. A vote is first taken on the amendment and then on the main motion.**

**As I mentioned, when a vote is taken, we will be using the electronic voting clickers. Joe Domelowicz will demonstrate the use of the clickers in just a moment. In the unlikely event that we have trouble with the new technology, we will revert to the use of voter cards, and I will ask you to raise your voter cards and I will then decide visually whether there is the necessary majority or 2/3 vote. If I am in doubt, or 7 voters question the vote immediately after I declare the outcome, I will have the vote counted by the tellers.**

**Allow Joe Domelowicz to demonstrate the use of the clickers.**

**8. OK, we will now begin going through the Articles in the warrant.**

**SECTION 1: ELECTIONS, REPORTS, PROCEDURES**

<b>ARTICLE 2024/9 1-2</b>	To hear any reports of Town Officers and selected committees and to take action thereon or relative thereto.
<i>Reports</i>	

	<p><b>MODERATOR: I recognize _____</b></p> <p><b>Motion of _____</b></p> <p><b>I move that _____.</b></p> <p><b>Is there a Second?</b></p> <p><b>Discussion:</b></p>
--	--

**SECTION 2: FINANCIAL ACTIONS**

<p><b>ARTICLE 2024/9 2-1</b></p> <p align="center"><i>Community Preservation – Town Hall Project</i></p>	<p>To see if the Town will vote, pursuant to G.L. c.44B, to appropriate \$1,500,000 for the restoration, rehabilitation and preservation of the historic Town Hall located at 577 Bay Road as set forth in an application dated August 8, 2024 approved by the Community Preservation Committee and on file with the Town Clerk, including but not limited to design, project management and construction costs, and all incidental and related costs, i.e., those project costs designated by the Community Preservation Committee as eligible to be funded under the Community Preservation Act; such sum to be added to the amounts previously appropriated under Article 2020/11 2-7, Article 2021/5 2-14 and Article 2023/11 2-2; and to meet said appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under G.L. 44B, §11, G.L. c.44, §§7 or 8 and/or any other enabling authority and to issue bonds or notes of the Town therefor, and while these will be general obligation bonds of the Town, it is anticipated that they shall be repaid through the Community Preservation Fund; provided, however, that the expenditure of these funds shall not be authorized if the Town Hall project fails to commence by September 23, 2026; and further, to amend the votes taken under under Article 2020/11 2-7 and Article 2021/5 2-14, as amended by the vote taken under Article 2022/10 3-2, and the vote under Article 2023/11 2-2, to extend the period of time when construction of the Town Hall project must commence from November 15, 2024 to September 23, 2026, or take any action thereon or relative thereto.</p> <p><i>A 2/3 vote is required to approve this article.</i></p> <p><b><i>Brief Summary:</i></b> <i>This article seeks to appropriate additional funds for the Town Hall Renovation Project. The Town has completed the design for the Project and recently solicited bids for the construction work. However, the bids exceed the available appropriation. As a result, in order to proceed with the Project, the Town is seeking additional funds to cover increases in construction costs.</i></p> <p><b><i>Fiscal Year 2025 Tax Rate Impact:</i></b> <i>The Community Preservation Budget is allocated from a 2% surcharge on to the property tax plus State matching funds. This is noted as a separate line item on your tax bill.</i></p>
--	--

	<p><i>The Select Board (4-0) recommends favorable action. The CPC (6-0) recommends favorable action. The Finance and Advisory Committee (4 -0) recommends favorable action.</i></p> <p><b>MODERATOR: I recognize _____</b></p> <p><b><u>Motion of</u></b>  <b>I move that the Town vote to approve Article 2024/9 2-1 as printed in the Warrant.</b></p> <p><b>Is there a Second?</b></p> <p><b>Discussion:</b></p>
<p><b>ARTICLE 2024/9 2-2</b></p> <p><i>Town Hall Project</i></p>	<p>To see if the Town will vote to transfer \$500,000 from Free Cash for the purpose of funding the Town Hall Renovation Project, including all incidental and related costs, or take any action thereon or relative thereto.</p> <p><i><b>Brief Summary:</b> This article seeks to appropriate additional funds from Free Cash for the Town Hall Renovation Project and is intended to cover those costs which are not eligible for CPA funding. The Town has completed the design for the Project and recently solicited bids for the construction work. However, the bids exceed the available appropriation. As a result, in order to proceed with the Project, the Town is seeking additional funds to cover increases in construction costs.</i></p> <p><i><b>Fiscal Year 2025 Tax Rate Impact:</b> None.</i></p> <p><i><b>The Select Board (4-0) recommends favorable action. The Finance and Advisory Committee (4-0) recommends favorable action.</b></i></p> <p><b>I recognize _____</b></p> <p><b><u>Motion of</u></b>  <b>I move that the Town vote to approve Article 2024/9 2-2 as printed in the Warrant.</b></p> <p><b>Is there a Second?</b></p> <p><b>Discussion:</b></p>



**ADJOURNMENT**

**MODERATOR: I will now accept a Motion to dissolve.**

**Second?**

**This Special Town Meeting is now dissolved.**

934715/HAML/0001

**AGREEMENT BETWEEN THE  
TOWNS OF HAMILTON AND MANCHESTER-BY-THE-SEA  
FOR SHARED CONSERVATION AGENT**

THIS AGREEMENT dated as of September \_\_\_, 2024 , by and between the **TOWN OF HAMILTON**, a Massachusetts municipal corporation, acting by and through its Select Board, and the **TOWN OF MANCHESTER-BY-THE-SEA**, a Massachusetts municipal corporation, acting by and through its Select Board (also referred to as "Manchester") (collectively, Hamilton and Manchester shall be referred to as the "Municipalities").

WHEREAS, the Municipalities are parties to a September 2023 Intermunicipal Agreement for Shared Conservation Agent Services ("September 2023 Agreement");

WHEREAS, both of the Municipalities have determined that it continues to be mutually beneficial to share the services and costs of a Conservation Agent, but wish to make modifications to the parties' September 2023 Agreement;

WHEREAS, Manchester is willing and capable of hosting a shared Conservation Agent and serving as the Lead Party;

WHEREAS, each Municipality has authority to enter into this Agreement pursuant to G.L. c.40, §4A and has obtained authorization by vote of its Select Board as attested to by certified copies thereof attached hereto in Appendix A; and

WHEREAS, it is the intent of the parties for this Agreement to supersede and nullify the terms of their September 2023 Agreement.

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to establish a contractual relationship among the Municipalities for a shared Conservation Agent and a mechanism for sharing the costs and expenses associated with employing such personnel.

**2. LEAD PARTY**

A. The Municipalities hereby designate Manchester as the lead party (hereinafter the "Lead Party").

B. The Lead Party shall:

1. Employ or contract, through its personnel policies, a full-time, 40-hour per week Conservation Agent ("Shared Conservation Agent" or "SCA"). The responsibility for hiring the SCA and maintaining all relevant employment records shall rest with the Lead Party. However, the Lead Party shall obtain the input of the other Municipality, which shall be given opportunity to comment on candidates' resumes and participate in candidate interviews before a hiring is made by the Lead Party.
2. Provide all benefits to which the SCA is entitled under contract of the Lead Party's personnel policies.
3. Maintain separate, accurate, and comprehensive records of all services performed by the

SCA for each Municipality and all funds received from each Municipality. All bills and payrolls submitted for work done under this Agreement shall be plainly marked to indicate that the work was done under the authority hereof.

4. Issue a financial report for each fiscal year to Hamilton by December 31 of the ensuing fiscal year. Hamilton shall reimburse the Lead Party for the reasonable cost of preparing the same.

### **3. THE SHARED CONSERVATION AGENT**

- A. The SCA shall perform for each of the Municipalities the duties and have the responsibilities listed in the job description attached hereto in Appendix B. Changes to the job description shall not be made without the prior approval of the Town Manager/Administrator of each Municipality.
- B. The SCA shall provide Shared Conservation Agent Services for the Municipalities as follows: 24 hours per week on behalf of the Lead Party; 16 hours per week on behalf of Hamilton. The details of the staffing schedule, such as office hours and availability for inquiries in each Municipality, shall be determined jointly by the Town Manager/Administrator of the Municipalities.
- C. Supervision of the SCA shall be provided by Manchester's Town Administrator Planning Director. Operational supervision of duties and responsibilities of the SCA while performing Shared Conservation Agent Services in Hamilton shall be provided by the Hamilton Town Manager or Director of Planning. While providing Shared Conservation Agent Services in Hamilton under this Agreement, the SCA shall be deemed to be engaged in the service and employment of Manchester, notwithstanding that such service activity or undertaking is being performed in or for Hamilton.
- D. An annual performance evaluation of the SCA will be prepared by the Lead Party with input from the Hamilton Town Manager and Director or Planning and Inspections. Any disciplinary action involving suspension or termination of the SCA shall be issued by the Lead Party in accordance with the applicable personnel policies of the Lead Party, but such decisions shall not be made prior to consultation with Hamilton.
- E. The SCA shall provide an annual report to both Municipalities on or before February 15 for the previous calendar year.

### **4. ALL PARTIES**

- A. Notwithstanding any other provision of this Agreement, each Municipality, at its own cost and expense, shall provide the SCA with the necessary office space, office equipment and supplies, software, applications and forms, and other tools, equipment and materials necessary for the performance of the position's duties in or for that Municipality.
- B. Each Municipality shall also provide whatever support staff or clerical assistance it deems necessary and sufficient to support the services rendered by the Shared Conservation Agent at its own cost.
- C. Each Municipality shall supply the SCA with complete access to its Conservation Commission records and files, support documents and bylaws.
- D. All files, including closed and inactive files, records and supporting documents shall be stored at the office of the generating Municipality.
- E. The SCA shall be eligible for such vacation, sick and personal days and other leave as he/she may be entitled to receive under the personnel policies of the Lead Party applicable to non-union employees. No Municipality shall make any demand on or take any action with respect to the SCA that is in violation of his/her rights under the applicable personnel policies of the Lead Party or under any applicable law. The SCA shall timely notify each Municipality of any planned leaves of absences in coordination with the Town Administrator for the Lead Party.

**5. TERM/TERMINATION**

- A. The initial term of this Agreement shall be July 1, 2024 through June 30, 2027 (the "Initial Term"). This Agreement may be renewed for four (4) additional one (1)-year terms ("Extended Terms") by vote of each Municipality through its respective Select Board on or before January 15 of the then current term.
- B. In the event that any one Municipality fails to renew in accordance with Paragraph 5(A) above, this Agreement shall terminate at the end of the current term. The SCA and the Municipalities shall continue to perform all obligations under this Agreement until the effective date of termination. The Lead Party shall prepare a full statement of the Municipalities' outstanding financial obligations for the remainder of the then current term with any final payments due within thirty (30) days of the end of the current fiscal year.
- C. If a Municipality defaults on payment of any assessment or otherwise breaches this Agreement during either the Initial Term or an Extended Term, such Municipality shall be subject to termination upon a written determination of the Town Administrator of the Lead Party. Upon termination, the Lead Party shall prepare a full statement of the terminated Municipality's outstanding unpaid financial obligations for the remainder of the then current term and present the same to the terminated Municipality for payment within thirty (30) days thereafter.
- D. Termination or breach of this Agreement shall not relieve any Municipality from any obligations of indemnification that may have arisen hereunder prior to such termination or breach, nor from any financial obligations that extend beyond the termination date.

**6. BUDGET/FEE STRUCTURE/PAYMENTS**

- A. The Lead Party shall establish for each fiscal year, subject to appropriation, the annual operating cost for the provision of Shared Conservation Agent Services (the "Budget"). The Budget shall include, but not be limited to, the cost of the SCA's wages and salary, payroll taxes, benefits (including retirement contributions, health insurance, life insurance, unemployment compensation, workers compensation, paid time off, etc.), liability insurance, stipends, recruitment costs, seminars, professional development, dues, cell phone, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement.
- B. The Municipalities shall share the cost of Shared Conservation Agent in proportion to the percentages set forth in Paragraph 3(B) (the "Fee Structure").
- C. Hamilton shall be invoiced for its share of the Budget for the ensuing fiscal year by June 1, which assessment shall be automatically due and payable to the Lead Party without further notice in equal quarterly installments on July 15, October 15, January 15, and April 15.
- D. By January 15 of each fiscal year, the designees of the Municipalities shall meet to agree on the Budget for the next fiscal year. The Budget and Fee Structure shall be reviewed and adjusted, if necessary.
- E. Notwithstanding any other provision in this Agreement to the contrary, the Municipalities agree that they shall be responsible after dissolution or termination of this Agreement for continuing their shared respective contribution for a SCA's retirement, unemployment or workers' compensation benefit that accrued while the Municipality was a party to this Agreement.

**7. INDEMNIFICATION**

- A. This Agreement is by and between the Municipalities with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other

person or entity. This Agreement is not intended to confer third-party beneficiary status on any person or entity.

- B. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.
- C. Each Municipality shall maintain appropriate workers compensation insurance and general liability insurance for the SCA while performing his/her duties in the respective Municipalities. For the purposes of liability insurance and workers compensation insurance coverage, the SCA shall generally be considered an employee of Manchester during the performance of his/her duties. To the extent permitted by law, each Party hereto shall indemnify, defend, and hold the other harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of the indemnifying Party's breach of this Agreement or the negligence or misconduct of the indemnifying Party, or the indemnifying Party's Coordinators or employees. To the extent that one Party hereto directs the personnel of another, the Party so directing shall indemnify, defend, and hold the other harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of actions or omissions resulting from such direction.

**8. ASSIGNMENT**

No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

**9. CONFLICT RESOLUTION**

The Town Manager/Administrator of the Municipalities shall confer periodically to address matters of policy, operations and logistics as may be necessary. The Municipalities may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality and changes to the Staffing Schedule or Fee Schedule. Any recommendations to adjust the Staffing Schedule or Fee Schedule or resolve a conflict must be made by a unanimous vote of the Municipalities. Any unresolved issues shall be decided by the Town Administrator of the Lead Party.

**10. AMENDMENTS**

Except as otherwise expressly provided, this Agreement may be amended only by written consent of both Municipalities as of the date of the Amendment. A proposed amendment must be approved by vote of the Select Board of each Party to be effective.

**11. SEVERABILITY AND COMPLIANCE WITH APPLICABLE LAW**

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Municipalities further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Municipalities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which

any Party is required to pay its share of assessments. The Municipalities will remain bound hereunder subject to such modified terms.

**12. NOTICES**

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

**For HAMILTON:** Town of Hamilton, 577 Bay Road, Hamilton, MA 01936  
ATTN: Town Manager

**For MANCHESTER:** Town of Manchester, 10 Central Street, Manchester-by-the-Sea, MA 01944  
ATTN: Town Administrator

**13. MISCELLANEOUS PROVISIONS**

- A. Entire Understanding: This Agreement represents the entire understanding of the Municipalities with respect to its subject matter.
- B. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Essex County.
- C. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- D. Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- E. Joint Drafting: Each Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this Agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

**For the TOWN OF HAMILTON,**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Select Board Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Manager

Approved as Availability of Appropriation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Finance Director

**For the TOWN OF MANCHESTER-BY-THE-SEA,**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Select Board Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Administrator

Approved as Availability of Appropriation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Accountant

Approved as to Form Only

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Counsel

876301/HAML/0001

**INTERMUNICIPAL AGREEMENT BETWEEN THE  
TOWNS OF MANCHESTER-BY-THE-SEA, AND HAMILTON  
FOR SHARED HUMAN RESOURCES SERVICES**

THIS AGREEMENT dated as of September \_\_\_\_, 2024 ("Agreement"), by and between the **TOWN OF HAMILTON**, a Massachusetts municipal corporation, acting by and through its Select Board (also referred to as "Hamilton"), and the **TOWN OF MANCHESTER-BY-THE-SEA**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen (also referred to as "Manchester") (collectively, Hamilton and Manchester shall be referred to as the "Municipalities").

WHEREAS, each of the Municipalities has determined that it is mutually beneficial to share among them the services and costs of a human resources director as more fully described hereinafter; and

WHEREAS, Hamilton is willing and capable of hosting the shared Human Resources Director and serving as the Lead Party; and

WHEREAS, each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A and has obtained authorization by vote of its chief executive body, as attested to by certified copies thereof, attached hereto in Appendix A.

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to establish a contractual relationship between the Municipalities for a shared human resources director/manager and a mechanism for sharing the costs and expenses associated with employing such personnel.

**2. LEAD PARTY**

A. The Municipalities hereby designate Hamilton as the lead party (hereinafter "Lead Party").

B. The Lead Party shall:

1. Employ or contract, through its personnel policies, a full-time, 40-hour per week human resources director/manager ("Shared Human Resources Director" or "SHRD"). The responsibility for hiring the SHRD and maintaining all relevant employment records shall rest with the Lead Party. However, the Lead Party shall obtain the input of the other Municipalities, which shall be given opportunity to comment on candidates' resumes and participate in candidate interviews before a hiring is made by the Lead Party;
2. Provide all benefits to which the SHRD is entitled under contract or the Lead Party's personnel policies.
3. Maintain separate, accurate, and comprehensive records of all services performed by the SHRD for each Municipality and all funds received from each Municipality. All bills and payrolls submitted for work done under this Agreement shall be plainly marked to indicate that the work was done under the authority thereof.
4. Issue a financial report for each fiscal year to Manchester by December 31 of the ensuing year. Manchester shall reimburse the Lead Party for the reasonable cost of preparing the same.



**3. THE SHARED HUMAN RESOURCES DIRECTOR**

- A. The SHRD shall perform for each of the Municipalities the duties and have the responsibilities listed in the job description attached hereto in Appendix B. Changes to the job description shall not be made without the prior approval of the Town Manager/Administrators of each Municipality.
- B. The SHRD shall provide Shared Human Resources Services for the Municipalities as follows: 10 hours per week on behalf of Manchester (25% of hours) and 30 hours per week for Hamilton (75% of hours) (hereinafter referred to as the "Staffing Schedule"). The details of the Staffing Schedule, such as office hours and availability for inquiries in each Municipality, shall be determined jointly by the Town Manager of Hamilton and the Town Administrator of Manchester. It is expressly understood and agreed to that Hamilton may elect to sell some of its share of the SHRD's hours to the Town of Rockport during the period of July 1, 2024 to June 30, 2025. If Hamilton does so, it shall provide advance written notice to Manchester's Town Administrator, including the number of hours and schedule the SHRD will be working for the Town of Rockport. Hamilton agrees that its decision to allow the SHRD to work for the Town of Rockport will not interfere with the SHRD's service to Manchester.
- C. The SHRD may be authorized to use a portion of Hamilton's designated hours, not to exceed ten (10) hours in any given week, to support the Town of Rockport, which had previously been a party to the Shared Human Resources Director IMA prior to fiscal year 2025. This temporary arrangement is to allow a transition for Rockport and is authorized through the end of the 2024 calendar year.
- D. Supervision of the SHRD shall be provided by Hamilton's Town Manager or his/her designee. Operational supervision of duties and responsibilities of the SHRD while performing Shared Human Resources Services in Manchester shall be provided by the Manchester Town Administrator, or their designee. While providing human resources services in Manchester under this Agreement, the SHRD shall be deemed to be engaged in employment for Hamilton, notwithstanding that such service activity or undertaking is being performed for Manchester.
- E. An annual performance evaluation of the SHRD will be prepared by the Lead Party with input from the Manchester Town Administrator or. Any disciplinary action involving suspension or termination of the SHRD shall be issued by the Lead Party in accordance with the applicable personnel policies of the Lead Party, but such decisions shall not be made prior to consultation with the other Municipality.

**4. ALL PARTIES**

- A. Notwithstanding any other provision of this Agreement, each Municipality, at its own cost and expense, shall provide the SHRD with the necessary office space, office equipment and supplies, software, applications and forms, and other tools, equipment and materials necessary for the performance of the position's duties in or for that Municipality.
- B. Each Municipality shall supply the SHRD with access to complete copies, including supplements and revisions to, any and all relevant employment contracts agreements, records and files, supporting documents, policies and by-laws.
- C. All files, including closed and inactive files, records and support documents, shall be stored at the office of the generating Municipality.
- D. The SHRD shall be eligible for such vacation, sick and personal days and other leave as he/she may be entitled to receive under the personnel policies of the Lead Party applicable to non-union employees. No Municipality shall make any demand on or take any action with respect to the SHRD that is in violation of his/her rights under the applicable personnel policies of the Lead

Party or under any applicable law. The SHRD shall timely notify each Municipality of any planned leaves of absences in coordination with the Town Manager for the Lead Party.

**5. TERM/TERMININATION**

- A. The initial term of this Agreement shall be July 1, 2024 through June 30, 2027 (the "Initial Term"). This Agreement may be renewed for four (4) additional one (1)-year terms ("Extended Terms") by vote of each Municipality through its respective Select Board/Board of Selectmen on or before January 15 of the then-current term.
- B. In the event that any one Municipality fails to renew this Agreement in accordance with Paragraph 5(A) above, this Agreement shall terminate at the end of the current term. The SHRD and all Municipalities shall continue to perform all obligations under this Agreement until the effective date of termination. The Lead Party shall prepare a full statement of the Municipalities' outstanding financial obligations for the remainder of the then current term with any final payments due within thirty (30) days of the end of the current fiscal year.
- C. If this Agreement is not renewed in any given year, the employment of the SHRD shall be terminated effective June 30, coinciding with the expiration of this Agreement.
- D. If a Municipality defaults on payment of any assessment or otherwise breaches this Agreement during either the Initial Term or an Extended Term, such Municipality shall be subject to termination upon a written determination of the Town Manager of the Lead Municipality. Upon termination, the Lead Municipality shall prepare a full statement of the terminated Municipality's outstanding unpaid financial obligations for the remainder of the then current term and present the same to the terminated Municipality for payment within thirty (30) days thereafter.
- E. Termination or breach of this Agreement shall not relieve either Municipality from any obligations of indemnification that may have arisen hereunder prior to such termination or breach, nor from any financial obligations that extend beyond the termination date.

**6. BUDGET/FEE STRUCTURE/PAYMENTS**

- A. The Lead Party shall establish for each fiscal year, subject to appropriation, the annual operating cost for the provision of Shared Human Resources Services (the "Budget"). The Budget shall include, but not be limited to, the cost of the SHRD's wages and salary, payroll taxes, benefits (including retirement contributions, health insurance, life insurance, unemployment compensation, workers compensation, paid time off, etc.), liability insurance, stipends, recruitment costs, seminars, professional development, dues, cell phone, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement.
- B. The Municipalities shall share the cost of the total Budget in proportion to the percentages set forth in Paragraph 3(B) (the "Fee Structure").
- C. Manchester shall be invoiced for their share of the Budget for the ensuing fiscal year by June 1, which assessment shall be automatically due and payable to the Lead Party without further notice in equal quarterly installments on July 1, October 1, January 1, and April 1.
- D. By December 15 of each fiscal year, the designees of the Municipalities shall meet to agree on the Budget for the next fiscal year. The Budget and Fee Structure shall be reviewed and adjusted, if necessary.
- E. Notwithstanding any other provision in this Agreement to the contrary, the Municipalities agree that they shall be responsible after dissolution or termination of this Agreement for continuing their shared respective contribution for a SHRD's retirement, unemployment or workers' compensation benefit that accrued while the Municipality was a party to this Agreement.

**7. INDEMNIFICATION**

- A. This Agreement is by and between the Municipalities, with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third-party beneficiary status on any person or entity.
- B. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.
- C. Each Municipality shall maintain appropriate workers compensation insurance and general liability insurance covering the SHRD while the employee is performing his/her duties in the respective Municipality. For the purposes of liability insurance and workers compensation insurance coverage, the SHRD shall generally be considered an employee of Hamilton during the performance of his/her duties. Each party hereto shall indemnify, defend, and hold the others harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the indemnifying party's breach of this Agreement or the negligence or misconduct of the indemnifying party, or the indemnifying party's agents or employees. To the extent that one party hereto directs the personnel of another, the party so directing shall indemnify, defend, and hold the other harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of actions or omissions resulting from such direction.

**8. ASSIGNMENT**

No party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the others.

**9. CONFLICT RESOLUTION**

The Town Manager/Administrator of the Municipalities shall confer periodically to address matters of policy, operations and logistics as may be necessary. The Municipalities may hold additional meetings to discuss and resolve any conflicts that may arise, including, but not limited to, disagreements regarding the needs of each Municipality and changes to the staffing or fee schedule. Any recommendations to adjust the Staffing Schedule or Fee Schedule or resolve a conflict must be made by a unanimous vote of the Municipalities. Any unresolved issues shall be decided by the Town Manager of the Lead Party.

**10. AMENDMENTS**

Except as otherwise expressly provided, this Agreement may be amended only by the unanimous written consent of all of the Municipalities as of the date of the Amendment. A proposed amendment must be approved by vote of the chief executive for each Party to be effective.

**11. SEVERABILITY AND COMPLIANCE WITH APPLICABLE LAW**

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Municipalities further intend for this Agreement to be modified to comply

with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Municipalities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Municipalities will remain bound hereunder subject to such modified terms.

**12. NOTICES**

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

**For HAMILTON:** Town of Hamilton, 577 Bay Road, Hamilton, MA 01936  
ATTN: Town Manager

**For MANCHESTER:** Town of Manchester-By-The-Sea, 10 Central Street, Manchester-by-the-Sea, MA 01944  
ATTN: Town Administrator

**13. MISCELLANEOUS PROVISIONS**

- A. Entire Understanding: This Agreement represents the entire understanding of the Municipalities with respect to its subject matter.
- B. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Essex County.
- C. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- D. Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- E. Joint Drafting: Each Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this Agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

**For the TOWN OF HAMILTON,**

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

Approved as to Availability of Appropriation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Accountant

**For the TOWN OF MANCHESTER-BY-THE-SEA,**

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

Approved as to Availability of Appropriation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Accountant

Approved as to Form Only

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Counsel

DRAFT