

July 11, 2024  
SBC Meeting Agenda

# SCHOOL BUILDING COMMITTEE MEETING AGENDA



Meeting Date: July 11, 2024  
Meeting Time: 4:00 PM  
Project Name: Tri-County Regional Vocational Technical High School  
Project Number: MP20-28  
Meeting Purpose: SBC Meeting No. 041  
Location: Tri-County Regional Vocational Technical High School  
Address: 147 Pond Street, Franklin, MA 02039  
Room: Conference Room  
Prepared By: E. Grijalva

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1. Call to Order & Intro
2. Previous Topics & Approval of June 13, 2024, Meeting Minutes
3. Invoices and Commitments for Approvals:
  - **Invoice 1:** DWMP Invoice No.029, in the amount of \$100,000.00
  - **Invoice 2:** DRA Invoice No.027, in the amount of \$1,254,750.00
  - **Invoice 3:** DRA Professional Service Invoice, in the amount of \$1,100.00
  - **Invoice 4:** DRA Professional Service Invoice, in the amount of \$7,700.00
  - **Invoice 5:** Consigli Invoice No.007, in the amount of \$31,191.00
  - **Invoice 6:** Project dog Invoice, in the amount of \$895.00
  - **Commitment1:** DRA Amendment No.009, for soil testing in the amount of \$29,700.00
  - **Commitment2:** BETA NOI Review Scope and Fee, in the amount of \$7,900.00
4. Mini GMP #1 Update
5. Third Party Testing Agency OPM Recommendation
6. Construction Update
7. Design Update
8. Permitting Update
9. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting
10. Public Comment
11. Next Meetings
12. Adjourn

June 13,2024  
Previous Meeting Minutes

# SCHOOL BUILDING COMMITTEE MEETING MINUTES



Project: Tri-County Regional Vocational Technical HS  
Subject: School Building Committee Meeting No. 40  
Location: ZOOM  
Distribution: Attendees, Project File  
MSBA Module: 6- Detailed Design

Project No: MP20-28  
Meeting Date: 06/13/24  
Time: 4:00 PM  
Prepared By: E. Grijalva

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## **Present**

|                     |  |
|---------------------|--|
| Brian Mushnick*     | SBC Chair                                    |
| Karen Maguire*      | Superintendent                               |
| Jonathon Dowse*     | SBC Member                                   |
| Dan Haynes*         | School Business Administrator                |
| Michael Procaccini* | SBC Member                                   |
| Bob Foley*          | Director of Post Secondary, Con. Adult. Edu. |
| Dana Walsh*         | SBC Member -TCRVTHS Principal                |
| Trip Elmore         | DWMP- Project Director                       |
| Mike Cox            | DWMP – Project Manager                       |
| Elias Grijalva      | DWMP- Assistant PM                           |
| Vladimir Lyubetsky  | DRA- Project Manager                         |
| Carl Franceschi     | DRA – Principal in Charge                    |
| Steve Johnson       | Consigli- Sr. Project Manager                |
| Kristy Lyons        | Consigli – Sr Pre Con Manager                |

## **\*SBC Voting Member**

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| Item/ No. | Description | Action |
|-----------|-------------|--------|
|-----------|-------------|--------|



|             |   |        |
|-------------|---|--------|
| <b>40.1</b> | <b>Call to order:</b> 4:03PM meeting was called to order by SBC Chair B. Mushnick, 7 of 11 voting members in attendance.  | Record |
| <b>40.2</b> | <p><b>Previous Topics &amp; Approval of May 23,2024 Meeting Minutes:</b><br/> A motion to approve the <u>May 23,2024</u> previous meeting minutes as submitted was made by J. Dowse and seconded by M. Procaccini.</p> <p>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.</p>                            | Record |
| <b>40.3</b> | <p><b>Invoices and Commitments for approval:</b></p> <p><b>Invoice 1:</b> DWMP Invoice No.028, in the amount of <u>\$100,000.00</u><br/> A motion was made by J. Dowse and seconded by D. Haynes for the approval of the DWMP Invoice No.028.</p> <p>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.</p> | Record |
|             | <p><b>Invoice 2:</b> DRA Invoice No.026, in the amount of <u>\$1,275,000.00</u><br/> A motion was made by J. Dowse and seconded by M. Procaccini for the approval of the DRA Invoice No.026.</p> <p>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.</p>  |        |
|             | <p><b>Invoice 3:</b> Consigli Invoice No.006, in the amount of <u>\$31,191.00</u><br/> The motion was made by J. Dowse and seconded by B. Foley for the approval of the Consigli Invoice No.006.</p> <p>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.</p>  |        |
|             | <p><b>Commitment:</b> DRA Amendment No.008 request for approval, in the amount of <u>\$89,100.00</u></p> <p>The motion was made by J. Dowse and seconded by K. Maguire for the approval of DRA Amendment No.008.</p> <p><b>Discussion:</b><br/> T. Elmore notes that this amendment pertains to Geotechnical Engineering services necessary for the early site construction phase. He also mentions that previous</p>                                 |        |

|      |  |        |
|------|--|--------|
|      | <p>amendments related to MEPA will not be completely utilized, leaving us with additional funds, that will be cleaned up later once the designer confirms.</p> <p>B. Mushnick asks, why wasn't this factored into the scope of sitework.</p> <p>T. Elmore states this is part of the Geotechnical budget.</p> <p>Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.</p>  |        |
| 40.4 | <p><b>Mini GMP Update</b></p> <p><b>1. Enabling Phase- Early Release Package#1: July 2024 – January 2025</b><br/> Initial site preparation and UG utility work, access road improvements, temporary parking lot</p> <ul style="list-style-type: none"> <li>• 5/8 BP#1 documents issued</li> <li>• 5/8 electrical issue prequal RFQ</li> <li>• 5/9 review</li> <li>• 5/10 Consigli to annotate sitework scope / develop leveling sheet.</li> <li>• 5/10 end of day; annotated bid documents issued to bidders.</li> <li>• 5/20 electrical qualifications due</li> <li>• 5/28 electrical bid package issued to prequalified subcontractors.</li> <li>• 5/31 sitework bids due (3 weeks)</li> <li>• 6/05 descope meetings</li> <li>• 6/11 best and final sitework pricing</li> <li>• <b>6/13 draft pre-GMP issued for review.</b></li> <li>• <b>6/13 owner Approval for sitework OAL</b> <ul style="list-style-type: none"> <li>• (4) bids received; Northeast Contractors lowest bidder</li> <li>• OAL pending K. Maguire signature</li> </ul> </li> <li>• 6/19 electrical bids due (3 weeks)</li> <li>• 6/20 issue final pre-GMP for owner approval</li> <li>• 6/24 mobilization</li> </ul> <p><b>2. Precast Design Assist - Early Release Package#2: July 2024 – October 2025</b><br/> Precast design assist, shop drawings, manufacturer and deliver, and erect</p> <p><b>3. Structural Phase- Early Release Package #3: October 2024 – October 2025</b><br/> Foundation exaction, concrete foundations, fabrication/erection of structural steel</p> <p><b>4. Final Bid Award all trades: Summer/Fall 2025</b></p> <p><b>Discussion:</b><br/> T. Elmore's comments that the project is in the early stages of the Construction Document phase, and NGrid has notified the project team that they need to complete and obtain approval for the full application process with NGrid's engineering department before any field inspection work orders can be issued. This requirement</p> | Record |

|              |  |        |
|--------------|--|--------|
|              | may lead to delays, necessitating adjustments in the scheduling of the duct bank installation to accommodate NGrid's inspection and acceptance process. An addendum will be issued tomorrow to inform the electrical bidders of the situation and the potential of proposing the electrical work.              |        |
| <b>40.5</b>  | <b>Groundbreaking Ceremony</b><br><br>K. Maguire proposed the date of September 20, 2024, at 10:00am; pending confirmation from MSBA.<br><br><b>Discussion:</b> None   | Record |
| <b>40.6</b>  | <b>Member Resignation</b><br><br>K. Maguire comments that SBC member Jane Hardin resigned due to conflict in schedule.<br><br><b>Discussion:</b> None  | Record |
| <b>40.7</b>  | <b>Other Topics not Reasonably anticipated 48 hours prior to the Meeting.</b><br>Discussion: None  | Record |
| <b>40.8</b>  | <b>Public Comment:</b><br>Discussion: None   | Record |
| <b>40.9</b>  | <b>Next Meeting:</b><br><u>School Building Committee Meeting</u><br>School Building Committee Meeting – July 11, 2024: Location: TBD<br>Discussion: None   | Record |
| <b>40.10</b> | <b>Adjourn:</b> 4:35PM motion was made by K. Maguire and seconded by M. Procaccini to adjourn the meeting.<br><br>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes. | Record |

Sincerely,

**DORE + WHITTIER**

Elias Grijalva

Assistant Project Manager

Cc: Attendees, File

The above is my summation of our meeting. If you have any additions and/or corrections, please contact me for incorporation into these minutes.

# Invoices and Commitments for Approval

**Invoice**

Karen Maguire  
Superintendent  
Tri-County Regional Vocational Technical School Di  
147 Pond Street  
Franklin, MA 02038

June 30, 2024  
Project No: 22001.00  
Invoice No: 0000027

Project: Tri-County Regional Vocational Technical

**Professional Services from June 1, 2024 to June 30, 2024****Fee**

| Billing Phase          | Fee              | Percent Complete          | Earned                |
|------------------------|------------------|---------------------------|-----------------------|
| Feasibility Study      | 285,000.00       | 100.00                    | 285,000.00            |
| Schematic Design       | 340,000.00       | 100.00                    | 340,000.00            |
| Design Development     | 7,500,000.00     | 100.00                    | 7,500,000.00          |
| Construction Documents | 9,550,000.00     | 4.50                      | 429,750.00            |
| Bidding                | 150,000.00       | 0.00                      | 0.00                  |
| Construction           | 3,800,000.00     | 0.00                      | 0.00                  |
| Completion             | 150,000.00       | 0.00                      | 0.00                  |
| Total Fee              | 21,775,000.00    |                           | 8,554,750.00          |
|                        |                  | Previous Fee Billing      | 7,300,000.00          |
|                        |                  | Current Fee Billing       | 1,254,750.00          |
|                        | <b>Total Fee</b> |                           | <b>1,254,750.00</b>   |
|                        |                  | <b>Total this Invoice</b> | <b>\$1,254,750.00</b> |

If you have any questions regarding this invoice, please contact Ilona Navez e-mail [inavez@draws.com](mailto:inavez@draws.com).  
cc:[telmore@doreandwhittier.com](mailto:telmore@doreandwhittier.com)

**Dore and Whittier Management Partners, LLC**

Please send payments to;  
212 Battery Street  
Suite 1  
Burlington, VT 05401

Tri-County Regional Technical School District  
147 Pond Street  
Franklin, MA 02038

Invoice number 00029  
Date 06/28/2024

Project 21-0122 TRI-COUNTY REGIONAL  
TECHNICAL HIGH SCHOOL

For Date Range: June 1 to June 30, 2024

| Description                        | Contract Amount | Prior Billed | Current Billed | Remaining    | Total Billed |
|------------------------------------|-----------------|--------------|----------------|--------------|--------------|
| <b>Pre Designer Selection</b>      | 40,000.00       | 40,000.00    | 0.00           | 0.00         | 40,000.00    |
| <b>Feasibility Phase</b>           | 130,000.00      | 130,000.00   | 0.00           | 0.00         | 130,000.00   |
| <b>Schematic Design</b>            | 105,000.00      | 105,000.00   | 0.00           | 0.00         | 105,000.00   |
| <b>Construction Documents</b>      | 1,900,000.00    | 800,000.00   | 100,000.00     | 1,000,000.00 | 900,000.00   |
| <b>Bidding</b>                     | 200,000.00      | 0.00         | 0.00           | 200,000.00   | 0.00         |
| <b>Construction Administration</b> | 4,700,000.00    | 0.00         | 0.00           | 4,700,000.00 | 0.00         |
| <b>Closeout</b>                    | 200,000.00      | 0.00         | 0.00           | 200,000.00   | 0.00         |
| Total                              | 7,275,000.00    | 1,075,000.00 | 100,000.00     | 6,100,000.00 | 1,175,000.00 |

Invoice total **100,000.00**

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current    | Over 30    | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|------------|------------|---------|---------|----------|
| 00028          | 05/28/2024   | 100,000.00  |            | 100,000.00 |         |         |          |
| 00029          | 06/28/2024   | 100,000.00  | 100,000.00 |            |         |         |          |
| Total          |              | 200,000.00  | 100,000.00 | 100,000.00 | 0.00    | 0.00    | 0.00     |

**Invoice**

Karen Maguire  
Superintendent  
Tri-County Regional Vocational Technical School Di  
147 Pond Street  
Franklin, MA 02038

June 30, 2024  
Project No: 22001.06  
Invoice No: 0000005

Project: Tri-County Regional Amendment 6 Geotech

**Professional Services from June 1, 2024 to June 30, 2024****Consultants**

O'Reilly, Talbot & Okun Associates, Inc Inv.55575

**Total Consultants**

|           |          |          |
|-----------|----------|----------|
| 1.1 times | 1,000.00 | 1,100.00 |
|-----------|----------|----------|

**Billing Limits**

Total Billings

Limit

Remaining

**Current**

1,100.00

**Prior**

66,797.50

**To-Date**

67,897.50

123,200.00

55,302.50

**Total this Invoice**

**\$1,100.00**

If you have any questions regarding this invoice, please contact Ilona Navez e-mail [inavez@draws.com](mailto:inavez@draws.com).  
cc:[telmore@doreandwhittier.com](mailto:telmore@doreandwhittier.com)

**Invoice**

Karen Maguire  
Superintendent  
Tri-County Regional Vocational Technical School Di  
147 Pond Street  
Franklin, MA 02038

June 30, 2024  
Project No: 22001.08  
Invoice No: 000001

Project: Tri-County Regional Amendment 8 Geotech Engineering for Additional  
Soil Exploration

**Professional Services from June 1, 2024 to June 30, 2024****Consultants**

O'Reilly, Talbot & Okun Associates, Inc Inv. # 55575

**Total Consultants**

|                  |                 |                 |
|------------------|-----------------|-----------------|
|                  | 7,000.00        |                 |
| <b>1.1 times</b> | <b>7,000.00</b> | <b>7,700.00</b> |

**Billing Limits**

Total Billings

Limit

Remaining

**Current**

7,700.00

**Prior**

0.00

**To-Date**

7,700.00

89,100.00

81,400.00

**Total this Invoice**

**\$7,700.00**

If you have any questions regarding this invoice, please contact Ilona Navez or e-mail [inavez@draws.com](mailto:inavez@draws.com).  
cc:[telmore@doreandwhittier.com](mailto:telmore@doreandwhittier.com)



# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES AMENDMENT NO. NINE

WHEREAS, the Tri-County Regional Vocational Technical School District ("Owner") and Drummey Rosane Anderson, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Tri-County Regional Vocational Technical High School Project (MSBA Project # 201908780605) at the Tri-County Regional Vocational Technical High School on 147 Pond Street, Franklin, MA. "Contract"; and

WHEREAS, effective as of 3rd of July 2024, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform Geotechnical Engineering services for the unsuitable soils testing and classification to support the Early Site Construction phase, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for the Basic and Additional Services:

| Fee for Basic Services      | Original Contract | Previous Amendments | Amount of this Amendment | After this Amendment |
|-----------------------------|-------------------|---------------------|--------------------------|----------------------|
| Feasibility Study Phase     | \$ 285,000.00     |                     |                          | \$ 285,000.00        |
| Schematic Design Phase      | \$ 340,000.00     |                     |                          | \$ 340,000.00        |
| Environmental & Site        |                   | \$ 71,610.00        |                          | \$ 71,610.00         |
| Design Development Phase    |                   | \$ 7,500,000.00     |                          | \$ 7,500,000.00      |
| Construction Document Phase |                   | \$ 9,550,000.00     |                          | \$ 9,550,000.00      |
| Bidding Phase               |                   | \$ 150,000.00       |                          | \$ 150,000.00        |
| Construction Phase          |                   | \$ 3,800,000.00     |                          | \$ 3,800,000.00      |
| Completion Phase            |                   | \$ 150,000.00       |                          | \$ 150,000.00        |
| Amendment 6                 |                   | \$ 123,200.00       |                          | \$ 123,200.00        |
| Amendment 7                 |                   | \$ 77,000.00        |                          | \$ 77,000.00         |
| Amendment 8                 |                   | \$ 89,100.00        |                          | \$ 89,100.00         |
| Amendment 9                 |                   |                     | \$ 29,700.00             | \$ 29,700.00         |
| Total Fee                   | \$ 625,000.00     | \$ 21,510,910.00    | \$ 29,700.00             | \$ 22,165,610.00     |

3. The Construction Budget shall be as follows:

Original Budget: \$ \_\_\_\_\_

Amended Budget \$ 234.3M per PSBA with MSBA

4. The Project Schedule shall be as follows:

Original Schedule: \_\_\_\_\_

Amended Schedule Phase 3 Substantial Completion - July of 2027

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Karen M. Maguire, M.Ed  
(print name)

Superintendent-Director  
(print title)

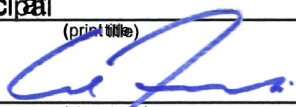
By \_\_\_\_\_

Date \_\_\_\_\_

DESIGNER

Carl Franceschi, A.I.A  
(print name)

Principal  
(print title)

By   
(signature)

Date July 3, 2024



# PROFESSIONAL SERVICES SUPPLEMENT

PSS No.

9

In accordance with the **AGREEMENT**

dated: **January 18, 2022**

**BETWEEN:** **Tri-County Regional Vocational Technical School District**

and: **Drummeey Rosane Anderson, Inc.**

for the Project: *(Insert Project name and address as it appears in the Agreement.)*

**Tri-County Regional Vocational Technical School**

Authorization is ☒ given  
☐ requested

☒ to proceed with Additional Services  
☐ to proceed with revised scope of Basic Services  
☒ to incur Reimbursable Expenses

OR

Notification is made

☐ of the need to proceed with Contingent Additional Services  
☐ of the need for other Services

as follows:

For the following services in accordance with the Agreement Article 9 Reimbursable Expenses:  
Geotechnical Engineering services for the additional soil environmental testing and LSP soil  
classification analysis during the construction phase of the project defined in O'Reilly, Talbot & Okun  
(OTO) proposals dated July 3, 2024. (4 pages)

The following adjustments shall be made to compensation and time.

Compensation: *(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

See attached proposals: \$27,000 (NTE) DRA's 10% markup \$2,700.

**TOTAL PROPOSAL: \$29,700**

Time: *(Insert provisions covering time of commencement and completion of authorized services as applicable.)*

The work for these services shall start as soon as required by the construction activities following approval of the Contract Amendment.

\*\*\*\*\* PROMPT WRITTEN NOTICE IS REQUIRED IF THE SERVICES INDICATED ARE NOT NEEDED \*\*\*\*\*

SUBMITTED BY:

**Drummeey Rosane Anderson, Inc.**

AUTHORIZATION IS GIVEN or

NOTIFICATION IS ACKNOWLEDGED BY:

*(Signature)*

**Vladimir Lyubetsky, Principal**

*(Printed name and title)*

**July 3, 2024**

*(Date)*

*(Signature)*

*(Printed name and title)*

*(Date)*



P3487-01-09  
July 3, 2024

Tri-County Regional Vocational Technical High School  
c/o DRA Architects  
260 Charles Street, Suite 300  
Waltham, MA 02453

Attn: Vladimir Lyubetsky  
Delivered via email: [VLyubetsky@draws.com](mailto:VLyubetsky@draws.com)

Re: Proposal for Construction Phase Geotechnical Services  
Removal of Unsuitable Fill Materials  
Tri-County Vocational High School, 147 Pond Street  
Franklin, Massachusetts

Dear Mr. Lyubetsky:

As we discussed, O'Reilly, Talbot & Okun Associates, Inc. (OTO) presents this supplemental proposal for soil sample collection and soil disposal consulting services during construction of the new Tri-County Vocational High School site. As requested, O'Reilly, Talbot & Okun Associates Inc. (OTO) are pleased to submit this proposal to DRA on behalf of the Tri-County Regional Vocational Technical High School.

This proposal specifically addresses the environmental testing of soils of approximately 11,000 cubic yards of soil to be recycled off-site during the Early Site Package portion of the project. We understand from Consigli that the generated from two areas, namely: from the new parking lot in the western portion of the site, and secondly from the removal of topsoil in the proposed soil stockpile area to the north of the existing high school.

## **SCOPE OF SERVICES**

The objective of our services will be to support the offsite recycling/disposal of site soils. In general, these services will involve four activities; the collection of soil samples, the laboratory analyses of the samples collected, the evaluation of the data and the identification of disposal alternatives, and the preparation of facility approval applications and shipping documentation. To meet these objectives the following tasks are proposed.

### **Task 1 – In situ Soil Sampling prior to Excavation**

We understand that Consigli is proposing to pre-characterize samples prior to the start of excavation activities to eliminate the need to temporarily stockpile onsite, to expedite construction, or to evaluate estimate soil disposal cost prior to the start of construction.

In situ soil samples can be collected using a backhoe provided by the site contractor to excavate test pits. We will conduct a virtual meeting with the contractor to identify excavation locations and depths. Based upon this information we will propose sampling locations. We estimate that 11 samples will be required based upon the expected soil

volume. We understand that the contractor proposes to collect the samples over two days. One in the parking lot area and a second in the soil stockpile area.

Typically, the excavation areas are segmented into grids and several grab samples are collected from each grid and mixed in bowl or in disposable plastic bags to create a composite sample for laboratory analyses. The resulting composite sample will be placed in the appropriate laboratory containers, preserved on ice and delivered to the testing laboratory.

### Task 2 – Laboratory Analysis

We anticipate that 11 samples will be collected and tested for a large range of contaminants that are present or are likely present at the project site and are of interest to the potential disposal sites. The frequency of testing can vary from one sample for every 1,000 cubic yards.

Samples will be tested a Massachusetts-certified laboratory for environmental parameters such as:

- total petroleum hydrocarbons (TPH, USEPA Method 8100M),
- volatile organic compounds (VOCs, USEPA Method 8260),
- semi-volatile organic compounds (SVOCs, USEPA Method 8270),
- polychlorinated biphenyls (PCBs, USEPA Method 8082),
- total concentrations of metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver by USEPA Methods 6020 and 7470),
- chlorinated pesticides/herbicides (including toxaphene and pyridine), and
- characteristic waste criteria (pH/corrosivity, specific conductivity, flash/ignitability, and cyanide and sulfide reactivity).

The exact list of laboratory parameters may vary based upon the conditions observed and the ultimate disposition location for the soil. For budgeting purposes, we recommend the Client carry a cost for the analysis of one sample for each of the parameters listed above for every 1,000 cubic yards excavated and disposed of off-site. The estimated cost for 11 samples using the complete list of parameters is provided below. This cost is based upon the current (2024) laboratory fee schedule. The cost provided assumes a standard 7 to 10-day turnaround time. Rush turnaround times may be accommodated by the laboratory with a surcharge per sample of 25% (4-day turnaround) to 100% (24-hour turnaround).

### Task 3 – Data Evaluation and Disposal Consulting

An OTO Licensed Site Professional (LSP) will visit the site and review each laboratory data package, tabulate the results and compare them to regulatory standards, and provide guidance for the appropriate receiving facility for the material. Our estimated average cost for two data sets to review the laboratory data is provided below. We will present our results in a concise letter report. The letter will contain an opinion regarding potential Reportable Conditions or whether further work is required to comply with MassDEP

requirements. IF a reportable condition is identified we will provide a supplemental proposal for work associated with compliance with the Massachusetts Contingency Plan (MCP). This is not anticipated currently give site history.

#### Task 4 – Bill of Lading/Waste Manifests

If the results indicate that oil or hazardous materials are present in the soil, a waste shipping manifest or Massachusetts Department of Environmental Protection (MassDEP) bill of lading will likely be required. We will prepare the waste manifest/bill of lading along with any disposal site applications that might be required. The cost for preparation of a bill of lading, waste manifest, and disposal facility application will vary upon the contaminants present and the receiving facility requirements. We recommend that the Client assume a cost of approximately \$2,000 per disposal package and that two packages will be required. These costs do not include preparation of MassDEP submittals, ongoing coordination with disposal/recycling facilities, or transportation and disposal costs.

#### **ESTIMATED COST**

Our professional services will be billed on a time and material basis for each task in accordance with the Schedule of Fees in our existing contract with DRA. Please note that this schedule of fees would also apply to our services associated with asbestos containing material assessments and documentation.

Table 1 provides our estimated cost based upon the number of samples collected, selected analytical methods, results of analysis, and disposal site requirements.

**Table 1  
Conceptual Estimated Costs**

| Item  | OTO Services | Expenses              | Notes  |
|---|--------------|-----------------------|--|
| Task 1 – Coordination and In-situ Soil Sampling   | \$4,000      | \$500                 | Assumes 2 Field Days   |
| Task 2 – Laboratory Analysis  | \$500        | \$13,000 <sup>1</sup> | Assumes 11-samples (lab)   |
| Task 3 – Data Evaluation and Disposal Consulting  | \$5,000      |                       | Assumes two disposal packages  |
| Task 4 – Bill of Lading/Waste Manifest Preparation  | \$4,000      |                       | Assumes 2 packages, may vary depending on disposal site requirements |
| Sub Totals  | \$13,500     | \$13,500              |  |
| Total Cost  | \$27,000     |                       |  |
| Notes:  |              |                       |  |
| 1. Laboratory cost assumes standard 5-day turnaround. Rush turnaround time is subject to a surcharge of up to 100%. A quote for rush turnaround can be obtained if desired. |              |                       |  |

## CONDITIONS OF ENGAGEMENT

We propose to complete the tasks outlined in this proposal consistent with the Terms and Conditions of our existing contract with DRA.

## ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning one copy to us or by issuing a Purchase order under our existing contract. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to be considered for this project. Should you have any questions or require additional information, please feel free to contact us at 413-788-6222.

Sincerely,  
O'Reilly, Talbot & Okun Associates, Inc.



Michael J. Talbot, PE  
Principal

This Proposal is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client.

**Tri-County Regional Vocational Technical High School  
c/o DRA Architects**

By: \_\_\_\_\_

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

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

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



Consigli Construction Co., Inc.  
72 Sumner Street  
Milford, MA 01757  
(508)473-2580

Tri County Reg. Voc. Technical HS  
147 Pond Street  
Franklin, MA 02038

INVOICE ID: 7  
DATE: June 30,2024

Period From: 6/1/2024 To: 6/30/2024

| Item Id | Description                    | Contract Amount | Percent Complete | Total Billed | Previous Billed | Total This Invoice |
|---------|--------------------------------|-----------------|------------------|--------------|-----------------|--------------------|
| 22-000  | Tri County Reg. Voc. Tech. HS  |                 |                  |              |                 |                    |
| 22-001  | PO 20231640                    |                 |                  |              |                 |                    |
| 22-100  | Schematic Estimate Requirement | 25,000.00       | 100.00 %         | 25,000.00    | 25,000.00       |                    |
| 22-200  | Post-SD Precon Services        | 374,300.00      | 50.00 %          | 187,146.00   | 155,955.00      | 31,191.00          |
| Total   |                                | 399,300.00      | 53.13 %          | 212,146.00   | 180,955.00      | 31,191.00          |

Contract Summary

|                          |                    |
|--------------------------|--------------------|
| Original contract amount | 399,300.00         |
| Approved changes         | <u>0.00</u>        |
| Revised contract amount  | 399,300.00         |
| Invoiced to date         | <u>212,146.00</u>  |
| Remaining to invoice     | 187,154.00         |
| Current Payment Due      | <u>\$31,191.00</u> |

Percent billed 53.13 %

Retainage balance 0.00

Approved by:

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

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

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



Projectdog, Inc

18 Graf Rd, Suite 8  
Newburyport, MA 01950  
+1 9784999014  
ejc@projectdog.com  
www.Projectdog.com



INVOICE

BILL TO  
Dan Haynes  
Tri-County RVTHS  
147 Pond Street  
Franklin, MA 02038

INVOICE 21761  
DATE 06/03/2024  
TERMS Net 30  
DUE DATE 07/03/2024

END DATE / TBI  
TBI

| ITEM  | DESCRIPTION   | QTY | RATE   | AMOUNT |
|-------|---|-----|--------|--------|
|       | MSBA Project No. 201908780605   |     |        |        |
| E-Bid | 862844 Tri-County Regional Vocational Technical High School<br>Bid Package #1 | 1   | 895.00 | 895.00 |

Thank you for your prompt payment via Direct Bank Deposit, Credit Card, or mailed check.

|             |                 |
|-------------|-----------------|
| SUBTOTAL    | 895.00          |
| TAX         | 0.00            |
| TOTAL       | 895.00          |
| BALANCE DUE | <b>\$895.00</b> |

June 21, 2024

Ms. Breeka Lí Goodlander, Agent  
Town of Franklin Conservation Commission  
355 East Central Street  
Franklin, MA 02038

**Re: 147 Pond Street  
Notice of Intent Review Scope and Fee Amendment #1**

Dear Ms. Goodlander:

BETA Group, Inc. (BETA) is pleased to provide continued peer review services for the Notice of Intent (NOI) seeking approval for the construction of a three-story building behind the existing school with associated athletic fields, parking, pedestrian connectivity, landscaping, utilities, and stormwater management system (the Project) at **147 Pond Street** in Franklin, Massachusetts (the Site). This letter is provided to outline the scope and fee of BETA's supplemental review.

## SCOPE OF REVIEW

### I. Review NOI Documentation:

- I1. Review the comment responses and revised NOI maps, reports, narratives, and plans to determine compliance with the Massachusetts Wetlands Protection Act (M.G.L. s.131 c.40 – the Act) and its implementing regulations at 310 CMR 10.00 and the Town of Franklin Wetlands Protection Bylaw (Chapter 181 – the Bylaw) and its implementing regulations.

### II. Stormwater Management Review:

- II.1. Review the comment responses and revised stormwater management plan provided by the Applicant for compliance with Chapter 153: Stormwater Management of the Town of Franklin Bylaws and MassDEP Stormwater Management Standards.
- II.2. Recommend mitigation for stormwater management and environmental impacts as appropriate.

### III. Reports Meetings and Project Coordination

- III.1. Review supplemental materials and plan revisions and provide the Conservation Commission with one (1) comment status update letter.
- III.2. Prepare for and attend one (1) technical working group meeting to review comments and potential responses with the Applicant's team. This meeting will be attended by one (1) BETA Wetland Scientist and one (1) BETA Stormwater Engineer. It is assumed that this meeting will be held virtually.
- III.3. One (1) BETA Wetland Scientist will prepare for and attend one (1) Conservation Commission meeting to discuss findings and recommendations.

Ms. Breeka Li Goodlander, Conservation Agent

June 21, 2024

Page 2 of 2

## FEE

The FEE for the amended scope of services identified above including expenses is not to exceed \$7,900 broken down as follows:

|      |  |          |
|------|--|----------|
| I.   | Wetlands Review                          | \$ 1,200 |
| II.  | Stormwater Management                    | \$ 3,600 |
| III. | Reports, Meetings & Project Coordination | \$ 3,100 |

If the Conservation Commission requires additional tasks, reviews, or meetings not included under this scope of services as described above, BETA will provide an additional scope and fee for approval prior to beginning additional tasks.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,

BETA Group, Inc.



Matthew J. Crowley, PE  
Senior Project Manager

cc: File

# INVOICE

Certified Safe Electric, Inc  
50 TOWER AVENUE  
MARSHFIELD, MA 02050-5131

office@certifiedsafeelectric.com  
781-626-4258  
www.CertifiedSafeElectric.com



## Bill to

Tri County Regional Vocational Technical  
School District  
147 Pond St  
Franklin, MA 02038

## Ship to

Tri County Regional Vocational Technical  
School District  
147 Pond St  
Franklin, MA 02038

## Invoice details

Invoice no.: 2212  
Terms: Due on receipt  
Invoice date: 07/01/2024  
Due date: 07/01/2024

| #  | Date       | Product or service | Description  | Qty  | Rate         | Amount      |
|----|------------|--------------------|--|------|--------------|-------------|
| 1. | 07/01/2024 | Solar              | Mobilization: Decommission Existing<br>Ground Mount Solar PV Array | 0.25 | \$310,247.00 | \$77,561.75 |

**Total** **\$77,561.75**

## Note to customer

If this invoice is not paid within 30 days of the invoice date, I agree to pay a 1.5% per month (18% annual rate) finance charge on the unpaid balance. If this invoice is placed for collection, I agree to pay the seller's attorney fees and all associated court costs.

I understand that if I have an unpaid balance to Certified Safe Electric, Inc and do not make satisfactory payment arrangements, my account may be placed with an external collection agency. I will be responsible for reimbursement of any fees from the collection agency, including all costs and expenses incurred collecting my account, and possibly including reasonable attorney's fees if so incurred during collection efforts.

OK

**SUN CHRONICLE**  
34 SOUTH MAIN STREET  
ATTLEBORO MA 02703  
USA  
(508) 236-0365

|                            |                   |                           |                             |
|----------------------------|-------------------|---------------------------|-----------------------------|
| 1  Billing Period          |                   | 2  Advertiser/Client Name |                             |
| 05/2024                    |                   | TRI-COUNTY REGIONAL       |                             |
| 23  Cash Amount Due        | Credit Amount Due |                           | 3  Terms of Payment         |
| 248.40                     | 248.40            |                           |                             |
| 21  Current Net Amount Due | 22  30 Days       | 60 Days                   | Over 90 Days                |
| 248.40                     | .00               | .00                       | .00                         |
| 4  Page Number             | 5  Billing Date   | 6  Billed Account Number  | 7  Advertiser/Client Number |
| 1                          | 05/31/24          | 65511 MICHE.              | 65511                       |

Advertising Invoice

|  |  |              |
|--|--|--------------|
| 8  Billed Account Name and Address                           |  | Amount Paid: |
| TRI-COUNTY REGIONAL<br>147 POND ST<br>FRANKLIN MA 02038-3810 |  | Comments:    |

Please Return Upper Portion With Payment

| 10  Date | 11  Reference | 12 13 14  Description-Other Comments/Charges | 15  SAU Size<br>16  Billed Units | 17 Times Run<br>18  Rate | 19  Gross Amount | 20  Net Amount |
|----------|---------------|--|----------------------------------|--------------------------|------------------|----------------|
| 05/20/24 | 421059        | BALANCE FORWARD                              |                                  |                          |                  | 207.00         |
| 05/08/24 | 506578        | CREDIT CARD PAYMENTS                         |                                  |                          |                  | -207.00        |
|          | ALEG          | RFQ FILED SUBCONTRACTO                       | 2X 54.00                         | 1                        |                  |                |
|          |               | 05/08  | 108.00                           | 248.40                   | 248.40           | 248.40         |
|          |               | SC   |                                  |                          |                  |                |

**Statement of Account** - Aging of Past Due Amounts

Due date: 06/15/24

|                            |             |         |              |                   |                     |
|----------------------------|-------------|---------|--------------|-------------------|---------------------|
| 21  Current Net Amount Due | 22  30 Days | 60 Days | Over 90 Days | Credit Amount Due | 23  Cash Amount Due |
| 248.40                     | 0.00        | 0.00    | 0.00         | 248.40            | 248.40              |

**SUN CHRONICLE**  
(508) 236-0365

|                    |                          |                            |  |
|--------------------|--------------------------|----------------------------|--|
| 24  Invoice Number |                          | 25  Advertiser Information |  |
| 052465511          |                          | 7  Advertiser/Client Name  |  |
| 1  Billing Period  | 6  Billed Account Number | 2  Advertiser/Client Name  |  |
| 05/2024            | 65511                    | TRI-COUNTY REGIONAL        |  |

EXPENSE

1215

DATE

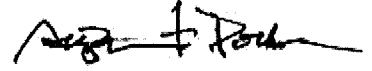
06/12/2024

CHECK AMOUNT

\$2,046,330.00

PAY \*\*\*Two Million Forty Six Thousand Three Hundred Thirty and 00/100 Dollars\*\*\*

TO SunESolar XVI Lessor, LLC  
THE PO Box 200978  
ORDER Dallas, TX 75320-0978  
OF



|        |                           |         |            |                     |              |
|--------|---------------------------|---------|------------|---------------------|--------------|
| 11031  | SunESolar XVI Lessor, LLC | 1215    | 06/12/2024 | 0100208995/MA-12-01 | 35468        |
| Vendor | Vendor Name               | Voucher | Date       | Account Number      | Check Number |

| PO Number | Invoice              | Amount       |
|-----------|----------------------|--------------|
| 0         | TerminationAgreement | 2,046,330.00 |

**TOTAL:**

\$2,046,330.00

## TERMINATION AGREEMENT AND SALE OF FACILITY

This TERMINATION AGREEMENT AND SALE OF FACILITY ("**Agreement**") is made, executed, and delivered as of June 26, 2024 ("**Effective Date**") by and between SunE Solar XVI Lessor, LLC with an office at 200 Liberty Street, 14th Floor, New York, NY 10281 and successor in interest to SunEdison Origination 1, LLC ("**Provider**") and Tri-County Regional Vocational Technical School District located at 147 Pond Street, Franklin MA 02038 ("**Purchaser**" and together with Provider, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties have entered into the Solar Power & Services Agreement, dated as of December 21, 2012 including the General Terms and Conditions and Special Conditions thereto (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the "**PPA**") relating to a solar energy system with a total aggregate nameplate capacity rated at approximately 1,287 kW DC (the "**Facility**") at Purchaser's property located at 147 Pond Street, Franklin MA 02038 (the "**Site**");

WHEREAS, Provider built, owns, and operates the Facility as more fully set forth in the PPA, and Provider sells all of the energy output from the Facility to Purchaser;

WHEREAS, Purchaser provided written notice to Provider on April 11, 2024 of its exercise of the early termination provision of the Agreement and payment of the Early Termination Fee, as set forth in Schedule III Column 2, and pursuant to such notice Purchaser and Provider hereby mutually agreed to terminate the PPA for such price for the termination of the PPA and conveyance of Provider's right, title and interest in and to the Facility and Purchaser shall pay the final invoice for all energy output from the Facility prior to such termination; and

WHEREAS, the Parties desire to effectuate the termination of the PPA and effectuate the purchase and sale of the Facility in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of Termination. Provider hereby acknowledges that Purchaser desires to terminate the PPA and agrees to terminate the PPA as of the Effective Date. Notwithstanding anything to the contrary contained in the PPA, Provider shall have no obligation to remove or decommission the Facility or perform any other matters thereunder. The termination of the PPA shall be effectuated upon the Effective Date.

2. Sale of Facility. Pursuant to the PPA, Provider hereby agrees to sell, transfer, convey, assign, and deliver to Purchaser all of Provider's right, title and interest in and to its personal property located at the Property consisting of a 1,287 kW DC solar project containing solar equipment including solar photovoltaic modules, inverters and associated conduits and wires (excluding all data acquisition systems including associated third-party maintenance and data monitoring services), along with ancillary equipment and warranties thereto (the "**Facility**"). The Facility shall be conveyed free and clear of all liens, claims, encumbrances, and security interests. Provider shall convey the Facility to Purchaser by execution and delivery of the Bill of Sale (the "**Bill of Sale**") in the form attached hereto and made a part hereof as **Exhibit A**.



3. Early Termination Fee. Purchaser shall pay the Early Termination Fee for the termination of the PPA and the purchase of the Facility in the amount of \$2,046,330 ("**Early Termination Fee**"), which has been calculated pursuant to the PPA, Special Conditions, Schedule 3, Column 2, where the Early Termination Fee is the System size (1,287,000 Wdc) multiplied by the price per Watt on the Purchase Date (\$1.59/Wdc for the 10<sup>th</sup> Anniversary of the Purchase Date). The Parties acknowledge that this transaction will be effective as of 11:59 p.m. EST on the Effective Date.

4. Payment of Final PPA Invoice. Promptly after the Effective Date, Provider shall deliver a final invoice for all energy output from the Facility up to and including the Effective Date at the rate set forth in the PPA. Purchaser shall pay such invoice within thirty (30) days of receipt.

5. Assumption of Liabilities. As of the Effective Date, Purchaser shall assume and agrees to pay or discharge when due in accordance with their respective terms the following Liabilities of Provider under and with respect to the Facility (such assigned Liabilities, the "**Assumed Liabilities**"), and no other Liabilities: (a) all liabilities arising out of the ownership, use, operation or maintenance or possession of the Facility following the Effective Date and (b) any and all Liabilities for Taxes (other than income Taxes) accruing after the Effective Date attributable to the Facility, including, without limitation, Liabilities for transfer Taxes incurred in connection with the sale and Taxes attributable to the ownership of the Facility from and after the Effective Date. Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Provider or any of its Affiliates (as hereinafter defined) of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). All references in this Agreement to the "**Affiliates**" of any Party shall be deemed to mean any person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Party specified, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, through ownership of voting securities or rights, by contract, as trustee, executor or otherwise. Provider shall retain and agree to pay or discharge when due in accordance with their respective terms all debts, liabilities and obligations arising out of the ownership, use or operation of the Facility prior to the Effective Date. The term "**Liabilities**", wherever used in this Agreement, means any, direct or indirect, indebtedness, obligation, loss, claim, expense, duty or liability of any nature (whether known, unknown, disclosed, undisclosed, matured, unmatured, accrued, unaccrued, asserted, unasserted, liquidated, unliquidated, absolute, contingent, direct, indirect, conditional, unconditional, secured, unsecured, vicarious, derivative, due, joint, several or secondary). The term "**Taxes**" wherever used in this Agreement, means all accrued federal, state, local, foreign, income, sales, use and other taxes, including, without limitation, income taxes, estimated taxes, alternative minimum taxes, excise taxes, sales taxes, use taxes, value added taxes, gross receipts taxes, franchise taxes, capital stock taxes, employment, social security and payroll related taxes, withholding taxes, stamp taxes, transfer taxes, windfall profit taxes, environmental taxes, property taxes and taxes on other assets, whether or not measured in whole or in part by net income, and all other taxes, assessments, deficiencies or other additions to tax, interest, fines, penalties, fees and other governmental charges or impositions.

6. Mutual Release. Effective upon the payment by Purchaser of the Termination Payment, each Party, on behalf of itself and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns (collectively,



“Releasors”) hereby releases, waives, and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively, “Releasees”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, “Claims”), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Agreement arising out of or relating to the PPA, the Facility or this Agreement.

7. Settlement of Transaction. On the Effective Date, the Parties shall exchange the executed document listed below and the Early Termination Fee:

- a. The Bill of Sale attached hereto as Exhibit A.
- b. Return of any and all letters of credit, bonds, or security deposits by Purchaser to Provider.

8. Possession; Risk of Loss. The risk of loss of the Facility shall remain with Provider until the Effective Date. Provider shall deliver possession of the Facility to Purchaser on the Effective Date. On and after the Effective Date, Purchaser shall bear the risk of loss of the Facility.

9. Operation and Maintenance of the Facility. On and after the Effective Date, Purchaser will be fully responsible for any and all activities relating to the Facility, including but not limited to operation, maintenance, decommissioning, and disposal in accordance with all applicable law.

10. QF Certification. Purchaser acknowledges that the Facility may have been self-certified with the Federal Energy Regulatory Commission as a qualifying facility (QF) under the Public Utility Regulatory Policies Act of 1978 (“PURPA”). After the Effective Date, Purchaser will be solely responsible for updating or terminating the Facility’s QF certification.

11. Interconnection Agreement. The Parties shall cooperate to amend or terminate the Interconnection Agreement with the utility relating to the Facility and provide any required notice to the utility promptly after the Effective Date.

12. No Further Obligations. Except as explicitly set forth in this Agreement, on and after the Effective Date, neither Provider nor Purchaser shall have any obligation or perform any other matters under the PPA.

13. Representations and Warranties of Provider. Provider hereby represents and warrants to Purchaser as of the Effective Date that:

- a. Provider is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and has limited liability company power to carry on its business as it is now being conducted.

b. Provider has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated hereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance of this Agreement.

c. Provider is the sole owner of, and has good and marketable title to, the Facility free and clear of all liens and encumbrances, except any liens and encumbrances that may exist prior to the Effective Date which shall have been released as of the Effective Date.

d. This Agreement and the transactions contemplated herein have been duly authorized and the Agreement is a valid and legal agreement binding on Provider and enforceable in accordance with its terms.

14. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Provider that as of the Effective Date:

a. Purchaser is a duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts and has the power to carry on its business as it is now being conducted.

b. Purchaser has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated hereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance of this Agreement.

c. This Agreement and the transactions contemplated herein have been duly authorized and the Agreement is a valid and legal agreement binding on Purchaser and enforceable in accordance with its terms.

15. Indemnity. Purchaser will indemnify, defend, and hold Provider and its Affiliates and their respective members, officers, directors, employees and representatives harmless from and against any and all damages, losses, claims, obligations and other liabilities arising pursuant to or related to the Facility that arise on and after the Effective Date. Provider will indemnify, defend, and hold Purchaser and its Affiliates and their respective members, officers, directors, employees and representatives harmless from all obligations of Provider accruing prior to the Effective Date under all contracts and agreements with respect to the Facility.

16. NO WARRANTIES. THE FACILITY IS BEING SOLD AND TRANSFERRED "AS IS, WHERE IS," AND WITH ALL FAULTS, AND SYSTEM OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO THE FACILITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, PRODUCTIVENESS OR CAPACITY OF THE FACILITY, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. SYSTEM OWNER SHALL NOT BE LIABLE FOR (A) ANY DEFECTS IN THE FACILITY, WHETHER PATENT OR LATENT, (B) PERSONAL INJURY OR DEATH, DAMAGE TO PROPERTY, OR ANY OTHER LIABILITY OF ANY NATURE ARISING OUT OF THE FACILITY, (C) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, OR (D) ANY CLAIM OR DAMAGES RELATING TO POSSESSION, OPERATION, CONDITION OR USE OF THE FACILITY, OR OTHERWISE WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE UNDER THIS AGREEMENT OR UNDER THE PPA ON AND AFTER THE EFFECTIVE DATE.

17. Further Assurances. Each of the Parties will execute and deliver such additional instruments and other documents and will take such further actions as may be reasonably necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement.

18. Entire Understanding. This constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement will not be amended, restated, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered one and the same agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to Provider and Purchaser.

20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without respect to conflicts of law principles.

21. Definitions. All capitalized terms used herein that are not defined herein shall have the meaning ascribed to such terms in the PPA.


22. Waiver of Jury Trial. The Parties hereto hereby waive all rights to a trial by jury in any action, counterclaim, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings, including parties who are not Parties to this Agreement. This waiver is knowingly, intentionally, and voluntarily made by the Parties and each acknowledges that neither of the Parties hereto, nor any person acting on their behalf has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. The Parties hereto further acknowledge that they have been represented (or have had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel. The Parties hereto further acknowledge that they have read and understand the meaning and ramifications of this waiver provision.


23. Severability. If any term or provision of this Agreement or any transaction document is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or such transaction document or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon any determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement or transaction document so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby and thereby be consummated as originally contemplated to the greatest extent possible.

*[Signatures on Following Page]*


IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the Effective Date set forth above.

SUNE SOLAR XVI LESSOR, LLC  
(SUCCESSOR IN INTEREST TO SUNEDISON ORIGINATION 1, LLC)

By:   
Name: Brendon Quinlivan  
Title: President & Chief Executive Officer

By:   
Name: Elizabeth Brennan  
Title: Chief Operating Officer

TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

By:   
Name: Greg Sr Lawrence  
Title: Chair, School Committee

**EXHIBIT A**

**BILL OF SALE**

(See attached)

## BILL OF SALE

This BILL OF SALE (the “**Bill of Sale**”) is made as of June 26, 2024 (“**Effective Date**”), by SunE Solar XVI Lessor, LLC with an office at 200 Liberty Street, 14th Floor, New York, NY 10281 and successor in interest to SunEdison Origination 1, LLC (“**Seller**”) for the benefit of Tri-County Regional Vocational Technical School District located at 147 Pond Street, Franklin MA 02038 (“**Buyer**”).

1. Conveyance. For good and valuable consideration in the amount of \$2,046,330, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title and interest in and to:

(a) the equipment, other personal property, and matters listed on Annex A attached hereto and made a part hereof; and

(b) all transferable warranties pertaining thereto (such equipment, personal property and rights being hereinafter collectively referred to as the “**Property**”).

2. Disclaimer of Warranties. THE PROPERTY IS BEING SOLD AND TRANSFERRED “AS IS, WHERE IS,” AND WITH ALL FAULTS, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, PRODUCTIVENESS OR CAPACITY OF THE PROPERTY, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR (A) ANY DEFECTS IN THE PROPERTY, WHETHER PATENT OR LATENT, (B) PERSONAL INJURY OR DEATH, DAMAGE TO PROPERTY, OR ANY OTHER LIABILITY OF ANY NATURE ARISING OUT OF THE PROPERTY, (C) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, OR (D) ANY CLAIM OR DAMAGES RELATING TO POSSESSION, OPERATION, CONDITION OR USE OF THE PROPERTY, OR OTHERWISE WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE UNDER THIS AGREEMENT OR UNDER THE PPA ON AND AFTER THE DATE HEREOF. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.

3. Further Assurances. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Buyer’s written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.


4. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.


5. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

*[Signatures on Following Page]*

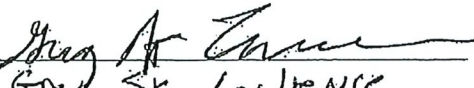
IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the Effective Date set forth above.

SUNE SOLAR XVI LESSOR, LLC  
(SUCCESSOR IN INTEREST TO SUNEDISON ORIGINATOR 1, LLC)

By:   
Name: Brendon Quinlivan  
Title: President & Chief Executive Officer

By:   
Name: Elizabeth Brennan  
Title: Chief Operating Officer

TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

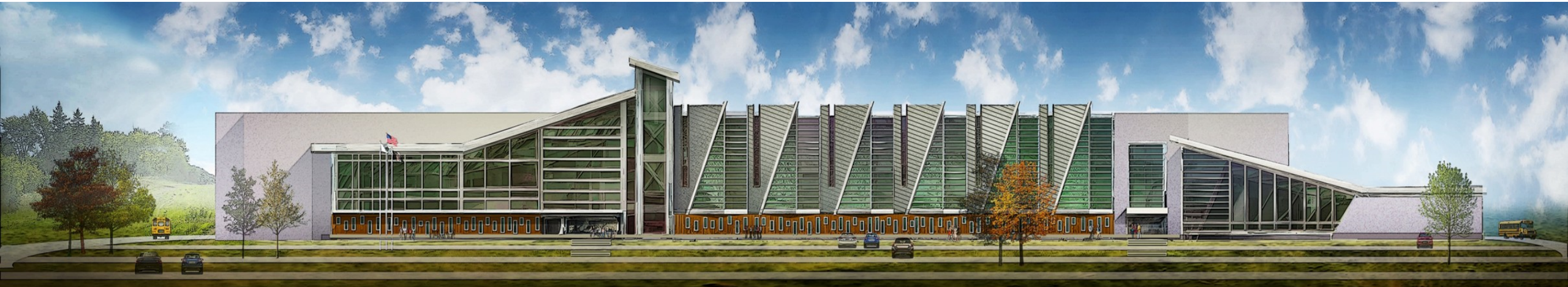
By:   
Name: Greg Sr Lawrence  
Title: Chair School Committee



### Annex A

An approximately 1,287 kW DC solar system including photovoltaic panels and related equipment installed on the land, building and improvements located at 147 Pond Street, Franklin MA.

# July 11,2024 Meeting Presentation



Tri-County  
Regional Vocational Technical School  
SBC Meeting No.041  
July 11, 2024



1. **Call to Order & Intro**
2. **Previous Topics & Approval of June 13, 2024, Meeting Minutes**
3. Invoices and Commitments for Approvals:
  - **Invoice 1:** DWMP Invoice No.029, in the amount of \$100,000.00
  - **Invoice 2:** DRA Invoice No.027, in the amount of \$1,254,750.00
  - **Invoice 3:** DRA Professional Service Invoice, in the amount of \$1,100.00
  - **Invoice 4:** DRA Professional Service Invoice, in the amount of \$7,700.00
  - **Invoice 5:** Consigli Invoice No.007, in the amount of \$31,191.00
  - **Invoice 6:** Project dog Invoice, in the amount of \$895.00
  - **Commitment1:** DRA Amendment No.009, for soil testing in the amount of \$29,700.00
  - **Commitment2:** BETA NOI Review Scope and Fee, in the amount of \$7,900.00
4. Mini GMP #1 Update
5. Third Party Testing Agency OPM Recommendation
6. Construction Update
7. Design Update
8. Permitting Update
9. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting
10. Public Comment
11. Next Meetings
12. Adjourn

June 13, 2024, Previous Meeting Minutes for approval:

“Motion to approve the June 13, 2024, Meeting Minutes by \_\_\_\_\_, 2<sup>nd</sup> by\_\_\_\_\_.”

SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd “Gus” Brown

In Favor: \_\_\_\_\_Abstain: \_\_\_\_\_Opposed: \_\_\_\_\_

|      |  |        |
|------|--|--------|
| 40.1 | <b>Call to order:</b> 4:03PM meeting was called to order by SBC Chair B. Mushnick, 7 of 11 voting members in attendance.   | Record |
| 40.2 | <b>Previous Topics &amp; Approval of May 23,2024 Meeting Minutes:</b><br>A motion to approve the <u>May 23,2024</u> previous meeting minutes as submitted was made by J. Dowse and seconded by M. Procaccini.<br><br>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.                            | Record |
| 40.3 | <b>Invoices and Commitments for approval:</b><br><br><b>Invoice 1:</b> DWMP Invoice No.028, in the amount of <u>\$100,000.00</u><br>A motion was made by J. Dowse and seconded by D. Haynes for the approval of the DWMP Invoice No.028.<br><br>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes. | Record |
|      | <b>Invoice 2:</b> DRA Invoice No.026, in the amount of <u>\$1,275,000.00</u><br>A motion was made by J. Dowse and seconded by M. Procaccini for the approval of the DRA Invoice No.026.<br><br>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.  |        |
|      | <b>Invoice 3:</b> Consigli Invoice No.006, in the amount of <u>\$31,191.00</u><br>The motion was made by J. Dowse and seconded by B. Foley for the approval of the Consigli Invoice No.006.<br><br>Discussion: None; Roll Call Vote: J. Dowse (Y), M. Procaccini (Y), K. Maguire (Y) D. Walsh (Y), D. Haynes (Y), B. Foley(Y), B. Mushnick (Y); Abstentions: None; All in favor. Motion passes.  |        |
|      | <b>Commitment:</b> DRA Amendment No.008 request for approval, in the amount of <u>\$89,100.00</u><br><br>The motion was made by J. Dowse and seconded by K. Maguire for the approval of DRA Amendment No.008.<br><br><b>Discussion:</b><br>T. Elmore notes that this amendment pertains to Geotechnical Engineering services necessary for the early site construction phase. He also mentions that previous                                 |        |

1. Call to Order & Intro
2. Previous Topics & Approval of June 13, 2024, Meeting Minutes
3. **Invoices and Commitments for Approvals:**
  - **Invoice 1: DWMP Invoice No.029, in the amount of \$100,000.00**
  - **Invoice 2: DRA Invoice No.027, in the amount of \$1,254,750.00**
  - **Invoice 3: DRA Professional Service Invoice, in the amount of \$1,100.00**
  - **Invoice 4: DRA Professional Service Invoice, in the amount of \$7,700.00**
  - **Invoice 5: Consigli Invoice No.007, in the amount of \$31,191.00**
  - **Invoice 6: Project dog Invoice, in the amount of \$895.00**
  - **Commitment1: DRA Amendment No.009, for soil testing in the amount of \$29,700.00**
  - **Commitment2: BETA NOI Review Scope and Fee, in the amount of \$7,900.00**
4. Mini GMP #1 Update
5. Third Party Testing Agency OPM Recommendation
6. Construction Update
7. Design Update
8. Permitting Update
9. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting
10. Public Comment
11. Next Meetings
12. Adjourn

# DWMP Invoice No.029

Motion to approve DWMP Invoice No.029, in the amount of \$100,000.00, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

Dore and Whittier Management Partners, LLC

Please send payments to;  
212 Battery Street  
Suite 1  
Burlington, VT 05401

Tri-County Regional Technical School District  
147 Pond Street  
Franklin, MA 02038

Invoice number 00029  
Date 06/28/2024

Project 21-0122 TRI-COUNTY REGIONAL  
TECHNICAL HIGH SCHOOL

For Date Range: June 1 to June 30, 2024

| Description                 | Contract Amount | Prior Billed | Current Billed | Remaining    | Total Billed |
|-----------------------------|-----------------|--------------|----------------|--------------|--------------|
| Pre Designer Selection      | 40,000.00       | 40,000.00    | 0.00           | 0.00         | 40,000.00    |
| Feasibility Phase           | 130,000.00      | 130,000.00   | 0.00           | 0.00         | 130,000.00   |
| Schematic Design            | 105,000.00      | 105,000.00   | 0.00           | 0.00         | 105,000.00   |
| Construction Documents      | 1,900,000.00    | 800,000.00   | 100,000.00     | 1,000,000.00 | 900,000.00   |
| Bidding                     | 200,000.00      | 0.00         | 0.00           | 200,000.00   | 0.00         |
| Construction Administration | 4,700,000.00    | 0.00         | 0.00           | 4,700,000.00 | 0.00         |
| Closeout                    | 200,000.00      | 0.00         | 0.00           | 200,000.00   | 0.00         |
| Total                       | 7,275,000.00    | 1,075,000.00 | 100,000.00     | 6,100,000.00 | 1,175,000.00 |

Invoice total 100,000.00

| Aging Summary  |              |             |            |            |         |         |          |
|----------------|--------------|-------------|------------|------------|---------|---------|----------|
| Invoice Number | Invoice Date | Outstanding | Current    | Over 30    | Over 60 | Over 90 | Over 120 |
| 00028          | 05/28/2024   | 100,000.00  |            | 100,000.00 |         |         |          |
| 00029          | 06/28/2024   | 100,000.00  | 100,000.00 |            |         |         |          |
| Total          |              | 200,000.00  | 100,000.00 | 100,000.00 | 0.00    | 0.00    | 0.00     |



DRA Invoice No.027

Motion to approve the DRA Invoice No.027, in the amount of \$1,254,750.00, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

DRA

Drummey Rosane Anderson, Inc.  
Planning | Architecture | Interior Design

Invoice

Karen Maguire  
Superintendent  
Tri-County Regional Vocational Technical School Di  
147 Pond Street  
Franklin, MA 02038

June 30, 2024  
Project No: 22001.00  
Invoice No: 0000027

Project: Tri-County Regional Vocational Technical

Professional Services from June 1, 2024 to June 30, 2024

Fee

| Billing Phase          | Fee           | Percent Complete     | Earned         |
|------------------------|---------------|----------------------|----------------|
| Feasibility Study      | 285,000.00    | 100.00               | 285,000.00     |
| Schematic Design       | 340,000.00    | 100.00               | 340,000.00     |
| Design Development     | 7,500,000.00  | 100.00               | 7,500,000.00   |
| Construction Documents | 9,550,000.00  | 4.50                 | 429,750.00     |
| Bidding                | 150,000.00    | 0.00                 | 0.00           |
| Construction           | 3,800,000.00  | 0.00                 | 0.00           |
| Completion             | 150,000.00    | 0.00                 | 0.00           |
| Total Fee              | 21,775,000.00 |                      | 8,554,750.00   |
|                        |               | Previous Fee Billing | 7,300,000.00   |
|                        |               | Current Fee Billing  | 1,254,750.00   |
|                        | Total Fee     |                      | 1,254,750.00   |
|                        |               | Total this Invoice   | \$1,254,750.00 |

If you have any questions regarding this invoice, please contact Ilona Navez e-mail inavez@draws.com. cc:telmore@doreandwhittier.com



# DRA Professional Service Invoice

Motion to approve the DRA Invoice related to Amendment No.006 for Geotechnical site investigation, environmental phase II, site Surveying services, in the amount of \$1,100.00, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

DRA

Drummey Rosane Anderson, Inc.  
Planning | Architecture | Interior Design

Invoice

Karen Maguire  
Superintendent  
Tri-County Regional Vocational Technical School Di  
147 Pond Street  
Franklin, MA 02038

June 30, 2024  
Project No: 22001.06  
Invoice No: 0000005

Project: Tri-County Regional Amendment 6 Geotech

Professional Services from June 1, 2024 to June 30, 2024

Consultants

O'Reilly, Talbot & Okun Associates, Inc Inv.55575

Total Consultants

1.1 times

1,000.00

1,000.00

1,100.00

Billing Limits

Total Billings

Limit

Remaining

Current

1,100.00

66,797.50

123,200.00

55,302.50

Prior

To-Date

Total this Invoice

\$1,100.00

If you have any questions regarding this invoice, please contact Ilona Navez e-mail inavez@draws.com.  
cc:telmore@doreandwhittier.com

# DRA Professional Service Invoice

Motion to approve the DRA Invoice related to Amendment No.008 Geotech Engineer for Additional Soil Exploration, in the amount of \$7,700.00, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

DRA

Drummey Rosane Anderson, Inc.  
Planning | Architecture | Interior Design

Invoice

Karen Maguire  
Superintendent  
Tri-County Regional Vocational Technical School Di  
147 Pond Street  
Franklin, MA 02038

June 30, 2024  
Project No: 22001.08  
Invoice No: 000001

Project: Tri-County Regional Amendment 8 Geotech Engineering for Additional Soil Exploration

Professional Services from June 1, 2024 to June 30, 2024

Consultants

O'Reilly, Talbot & Okun Associates, Inc Inv. # 55575

Total Consultants

1.1 times

7,000.00

7,700.00

Billing Limits

Current

Prior

To-Date

Total Billings

7,700.00

0.00

7,700.00

Limit

89,100.00

Remaining

81,400.00

Total this Invoice

\$7,700.00

If you have any questions regarding this invoice, please contact Ilona Navez or e-mail [inavez@draws.com](mailto:inavez@draws.com).  
cc:[telmore@doreandwhittier.com](mailto:telmore@doreandwhittier.com)

# Consigli Invoice No.007

Motion to approve the Consigli Invoice No.007,  
for Preconstruction Services, in the amount of  
\$31,191.00 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_



Consigli Construction Co., Inc.  
72 Sumner Street  
Milford, MA 01757  
(508)473-2580

Tri County Reg. Voc. Technical HS  
147 Pond Street  
Franklin, MA 02038

INVOICE ID: 7  
DATE: June 30, 2024

Period From: 6/1/2024 To: 6/30/2024

| Item Id | Description                    | Contract Amount | Percent Complete | Total Billed | Previous Billed | Total This Invoice |
|---------|--------------------------------|-----------------|------------------|--------------|-----------------|--------------------|
| 22-000  | Tri County Reg. Voc. Tech. HS  |                 |                  |              |                 |                    |
| 22-001  | PO 20231640                    |                 |                  |              |                 |                    |
| 22-100  | Schematic Estimate Requirement | 25,000.00       | 100.00 %         | 25,000.00    | 25,000.00       |                    |
| 22-200  | Post-SD Precon Services        | 374,300.00      | 50.00 %          | 187,146.00   | 155,955.00      | 31,191.00          |
| Total   |                                | 399,300.00      | 53.13 %          | 212,146.00   | 180,955.00      | 31,191.00          |

|                          |             |
|--------------------------|-------------|
| Contract Summary         |             |
| Original contract amount | 399,300.00  |
| Approved changes         | 0.00        |
| Revised contract amount  | 399,300.00  |
| Invoiced to date         | 212,146.00  |
| Remaining to invoice     | 187,154.00  |
| Current Payment Due      | \$31,191.00 |
|                          |             |
| Percent billed           | 53.13 %     |
| Retainage balance        | 0.00        |

Approved by:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Project Dog Invoice

Motion to approve the Projectdog Invoice related to Bid Package #1 Electrical Procurement , in the amount of \$895.00 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

### Projectdog, Inc

18 Graf Rd, Suite 8  
Newburyport, MA 01950  
+1 9784999014  
ejc@projectdog.com  
www.Projectdog.com



### INVOICE

BILL TO  
Dan Haynes  
Tri-County RVTHS  
147 Pond Street  
Franklin, MA 02038

INVOICE 21761  
DATE 06/03/2024  
TERMS Net 30  
DUE DATE 07/03/2024

END DATE / TBI  
TBI

| ITEM  | DESCRIPTION   | QTY | RATE   | AMOUNT |
|-------|---|-----|--------|--------|
|       | MSBA Project No. 201908780605   |     |        |        |
| E-Bid | 862844 Tri-County Regional Vocational Technical High School<br>Bid Package #1 | 1   | 895.00 | 895.00 |

Thank you for your prompt payment via Direct Bank Deposit, Credit Card, or mailed check.

|             |                 |
|-------------|-----------------|
| SUBTOTAL    | 895.00          |
| TAX         | 0.00            |
| TOTAL       | 895.00          |
| BALANCE DUE | <b>\$895.00</b> |

# Commitment 1: DRA Amendment No.009

Motion to approve the DRA Amendment No.009 related to Geotechnical Engineering services for unsuitable soils testing and classification to support the Early Site Construction Phase for, in the amount of \$29,700.00, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_.

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd “Gus” Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

## ATTACHMENT F

### CONTRACT FOR DESIGNER SERVICES

#### AMENDMENT NO. NINE

WHEREAS, the Tri-County Regional Vocational Technical School District (“Owner”) and Drummeys Rosane Anderson, Inc., (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Tri-County Regional Vocational Technical High School Project (MSBA Project # 201908780605), at the Tri-County Regional Vocational Technical High School on 147 Pond Street, Franklin, MA. “Contract”; and

WHEREAS, effective as of 3rd of July 2024, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform Geotechnical Engineering services for the unsuitable soils testing and classification to support the Early Site Construction phase, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for the Basic and Additional Services:

| Fee for Basic Services      | Original Contract | Previous Amendments | Amount of this Amendment | After this Amendment |
|-----------------------------|-------------------|---------------------|--------------------------|----------------------|
| Feasibility Study Phase     | \$ 285,000.00     |                     |                          | \$ 285,000.00        |
| Schematic Design Phase      | \$ 340,000.00     |                     |                          | \$ 340,000.00        |
| Environmental & Site        |                   | \$ 71,610.00        |                          | \$ 71,610.00         |
| Design Development Phase    |                   | \$ 7,500,000.00     |                          | \$ 7,500,000.00      |
| Construction Document Phase |                   | \$ 9,550,000.00     |                          | \$ 9,550,000.00      |
| Bidding Phase               |                   | \$ 150,000.00       |                          | \$ 150,000.00        |
| Construction Phase          |                   | \$ 3,800,000.00     |                          | \$ 3,800,000.00      |
| Completion Phase            |                   | \$ 150,000.00       |                          | \$ 150,000.00        |
| Amendment 6                 |                   | \$ 123,200.00       |                          | \$ 123,200.00        |
| Amendment 7                 |                   | \$ 77,000.00        |                          | \$ 77,000.00         |
| Amendment 8                 |                   | \$ 89,100.00        |                          | \$ 89,100.00         |
| Amendment 9                 |                   |                     | \$ 29,700.00             | \$ 29,700.00         |
| Total Fee                   | \$ 625,000.00     | \$ 21,510,910.00    | \$ 29,700.00             | \$ 22,165,610.00     |

## Commitment 2: BETA group

Motion to approve the BETA Group commitment related to Notice of Intent Review Scope and Fee Amendment No.001, in the amount of \$7,900.00 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

### SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_



June 21, 2024

Ms. Breeka Li Goodlander, Agent  
Town of Franklin Conservation Commission  
355 East Central Street  
Franklin, MA 02038

Re: **147 Pond Street**  
**Notice of Intent Review Scope and Fee Amendment #1**

Dear Ms. Goodlander:

BETA Group, Inc. (BETA) is pleased to provide continued peer review services for the Notice of Intent (NOI) seeking approval for the construction of a three-story building behind the existing school with associated athletic fields, parking, pedestrian connectivity, landscaping, utilities, and stormwater management system (the Project) at **147 Pond Street** in Franklin, Massachusetts (the Site). This letter is provided to outline the scope and fee of BETA's supplemental review.

### SCOPE OF REVIEW

#### I. Review NOI Documentation:

11. Review the comment responses and revised NOI maps, reports, narratives, and plans to determine compliance with the Massachusetts Wetlands Protection Act (M.G.L. s.131 c.40 – the Act) and its implementing regulations at 310 CMR 10.00 and the Town of Franklin Wetlands Protection Bylaw (Chapter 181 – the Bylaw) and its implementing regulations.

#### II. Stormwater Management Review:

- II.1. Review the comment responses and revised stormwater management plan provided by the Applicant for compliance with Chapter 153: Stormwater Management of the Town of Franklin Bylaws and MassDEP Stormwater Management Standards.
- II.2. Recommend mitigation for stormwater management and environmental impacts as appropriate.

#### III. Reports Meetings and Project Coordination

- III.1. Review supplemental materials and plan revisions and provide the Conservation Commission with one (1) comment status update letter.
- III.2. Prepare for and attend one (1) technical working group meeting to review comments and potential responses with the Applicant's team. This meeting will be attended by one (1) BETA Wetland Scientist and one (1) BETA Stormwater Engineer. It is assumed that this meeting will be held virtually.
- III.3. One (1) BETA Wetland Scientist will prepare for and attend one (1) Conservation Commission meeting to discuss findings and recommendations.

# SBC Meeting Agenda – July 11, 2024

**DORE+WHITTIER**

1. Call to Order & Intro
2. Previous Topics & Approval of June 13, 2024, Meeting Minutes
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  - Invoice 2: DRA Invoice No.027, in the amount of \$1,254,750.00
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# CM Amendment No.001 Pre-GMP #1

## \$12,557,816.00

### AMENDMENT ONE TO

### OWNER – CONSTRUCTION MANAGER AGREEMENT

#### Authorization of Compensation for Services Rendered for Amendment One – Pre-GMP #1

#### Site Enabling Package Prior to Guaranteed Maximum Price Approval

Amendment One to the Owner – Construction Manager Agreement is executed this 21st day of June, 2024, in the not-to-exceed amount of Twelve Million Five Hundred Fifty Seven Thousand Eight Hundred Sixteen Dollars **(\$12,557,816)** by the Awarding Authority, Tri-County Regional School District, hereinafter referred to as the “Owner,” by and through the School Building Committee, and Consigli Construction Co., Inc., hereinafter referred to as the “Construction Manager” or “CM”.

The parties hereto agree that the provisions set forth herein shall supplement, by amendment, the previously stipulated provisions of the Owner – CM Agreement and General Conditions.

Whereas, the Owner and the CM are presently engaged in the process of determining the Guaranteed Maximum Price (“GMP”) for the project within the Agreement, and no agreement has yet been reached regarding the date by which the CM shall submit a proposed GMP to the Owner in accordance with Article 6.5.1 of the Agreement; and

Whereas, the Owner has authorized the CM to commence certain construction services and Site Enabling Work associated with Amendment One in advance of the Owner’s approval of a GMP, and, in conjunction therewith, the Owner wishes to implement a procedure to authorize compensation of the CM for such services upon satisfactory performance thereof, which services and Site Enabling Work is defined in the proposal dated June 21, 2024, attached hereto;

Therefore, pursuant to Articles 6.5.2 – 6.5.4 of the Agreement, the parties hereby stipulate that compensation for services rendered by the CM prior to the Owner’s acceptance of the GMP shall be authorized upon the following terms and conditions:

- 1) Prior to the submission of first application for payment, the CM shall submit a schedule of values for all construction activities authorized, in such detail as the Owner shall require, pursuant to Article VIII.1 of the General Conditions.
- 2) The CM shall submit periodic application for payment, which shall comply with and be processed in accordance with the provisions of Article VIII.4 of the General Conditions, for work completed in each respective payment period.
- 3) Payment for authorized services rendered prior to approval of the GMP shall be made by the Owner subject to and in accordance with applicable provisions of the Contract Documents.

Upon acceptance of a GMP by the Owner, the provisions of the Contract Documents relative to submittal of a schedule of values, applications for payment, and payment for services rendered shall apply without regard hereto, and the terms of the Amendment shall expire.

Except as provided herein, all other provisions of the Owner-Construction Manager Agreement shall remain in full force and effect.



# SBC Meeting Agenda – July 11, 2024

DORE+WHITTIER

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# Owner's 3<sup>rd</sup> Party Testing – leveled bid results

3 bidders responded with proposals and fee breakdown by activity

Using each bidder's unit rates, we applied the same frequency and number of tests to compare bidders

Yankee Testing is the low bidder at \$170,180.00 (this is an estimated cost, actual costs is based on number of tests taken)

SBC can have the OPM procure and manage the 3<sup>rd</sup> party testing agent, (+ a10% mark-up), or the district can take on this responsibility.

Typically, this is assigned to the OPM.

- Budget for 3<sup>rd</sup> party testing is \$300,000
- Recommendation is for the SBC to approve \$200,000 for a 3<sup>rd</sup> party testing “Time and Materials Contract” awarded to Yankee Engineering & Testing

# 3rd Party Testing award Request for Approval

Motion to approve the Dore + Whittier Management Partner’s Amendment request, in the “not to Exceed” amount of \$200,000.00 to procure a Time and Materials based contract to Yankee Engineering & Testing by \_\_\_\_\_, 2nd by \_\_\_\_\_.”

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd “Gus” Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

## ATTACHMENT B

### CONTRACT FOR PROJECT MANAGEMENT SERVICES

#### AMENDMENT NO. 003

WHEREAS the Tri-County Regional Vocational Technical School District (“Owner”) and Dore & Whittier Management Partners, LLC (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for Project Management Services for the Tri-County Regional Vocational Technical High School Project (Project Number: 201908780605) at the Tri-County Regional Vocational Technical High School on May 14<sup>th</sup>, 2021 “Contract”; and

WHEREAS, effective as of July 11<sup>th</sup>, 2024, the Parties wish to amend the Contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Owner’s Project Manager to contract with a 3<sup>rd</sup> party testing agent, Yankee Engineering & Testing, Inc., to perform the required on and off-site testing requirements as are required by the designers’ specifications and local Building Commissioners requirements. These services for the Construction testing will be billed based upon unit costs identified in the bidder’s Proposal Document and will be submitted monthly for reimbursement. Per the OPM contract, Dore + Whittier Management Partners is entitled to mark up the invoices by 10% to cover administration costs pursuant to the terms and conditions set forth in the Base Contract, as amended.
2. For the performance of services required under the Contract, as amended, the OPM shall be compensated by the Owner in accordance with the following Fee:

| Fee for Basic Services:                | Original Contract | Previous Amendments | Amount of this Amendment | After this Amendment |
|--|-------------------|---------------------|--------------------------|----------------------|
| OPM - Feasibility Study                | \$170,000.00      | \$ _____            | \$ 0.00                  | \$ 170,000.00        |
| OPM - Design Development               | \$130,000.00      | \$(25,000.00)       | \$ 0.00                  | \$ 105,000.00        |
| OPM – Construction Documents           | \$ _____          | \$1,900,000.00      | \$ 0.00                  | \$1,900,000.00       |
| OPM – Bidding                          | \$ _____          | \$ 200,000.00       | \$ 0.00                  | \$ 200,000.00        |
| OPM – Construction                     | \$ _____          | \$4,700,000.00      | \$ 0.00                  | \$4,700,000.00       |
| OPM – Closeout                         | \$ _____          | \$ 200,000.00       | \$ 0.00                  | \$ 200,000.00        |
| OPM – 3 <sup>rd</sup> Party Testing #1 | \$ _____          | \$ _____            | \$ 200,000.00            | \$ 200,000.00        |
| Total Fee                              | \$300,000.00      | \$6,975,000.00      | \$ 200,000.00            | \$7,475,000.00       |

# SBC Meeting Agenda – July 11, 2024

DORE+WHITTIER

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# Construction Update

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# Recent Design Team Activities

- Project Team Weekly Meetings
- Construction Manager Weekly Meetings
- Design Team Weekly Coordination Meetings
- Bidding of the Site Enabling Phase Documents - Completed
- Site Enabling Construction Support
- Permitting Reviews: *Planning Board, Conservation Commission*
- 60% Construction Documents Completion – October 2024
- 60% Construction Cost Estimates & Reconciliation – September 2024

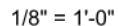
# Recent Design Team Activities

## 60% Construction Documents MSBA Submission

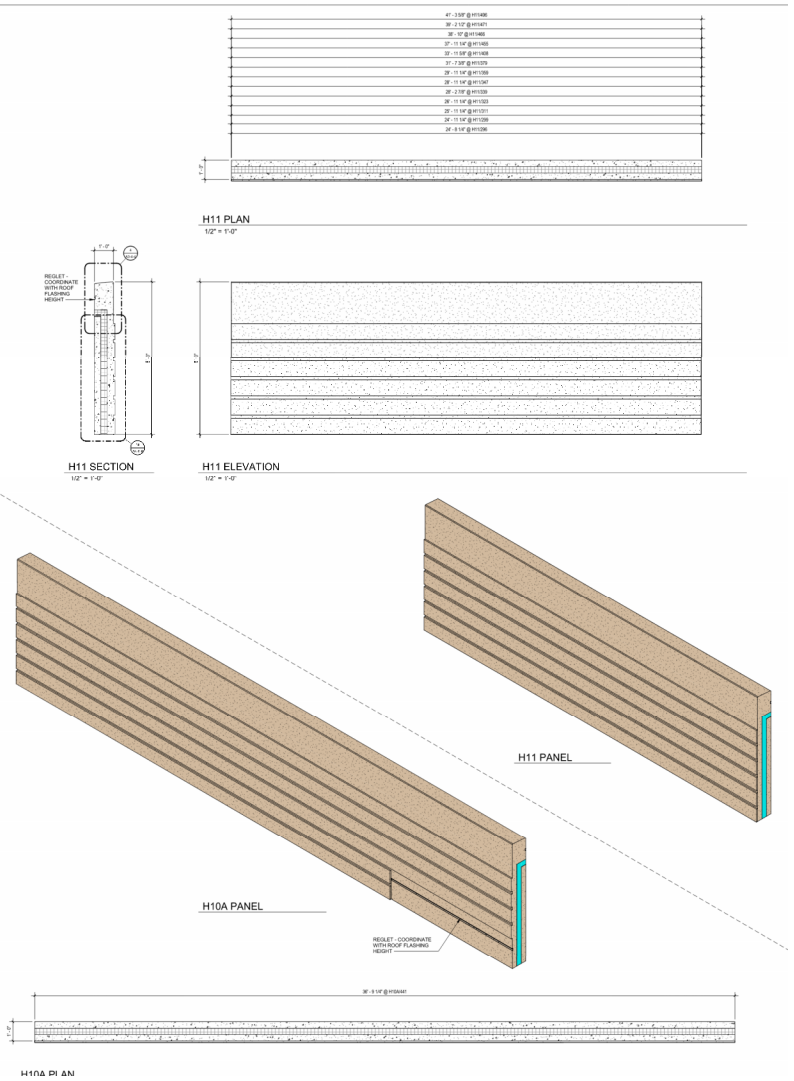
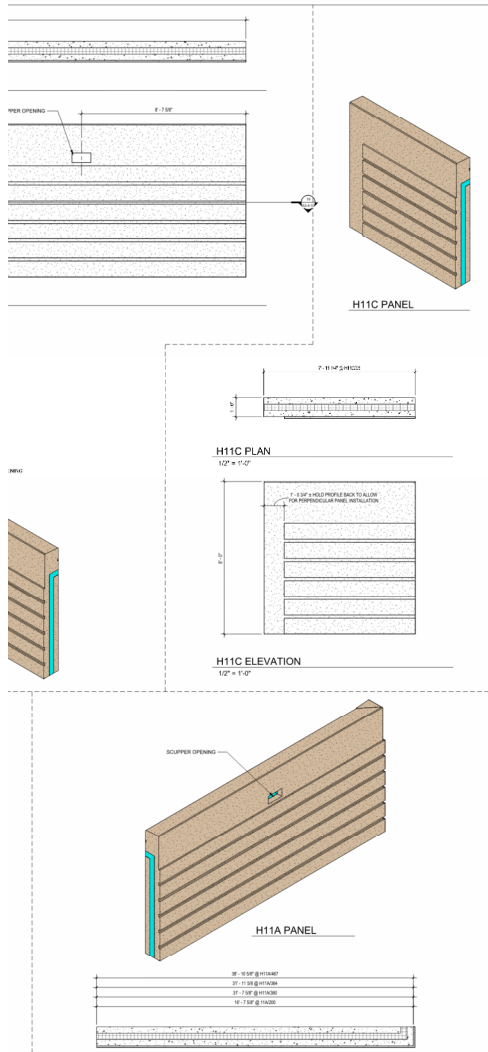
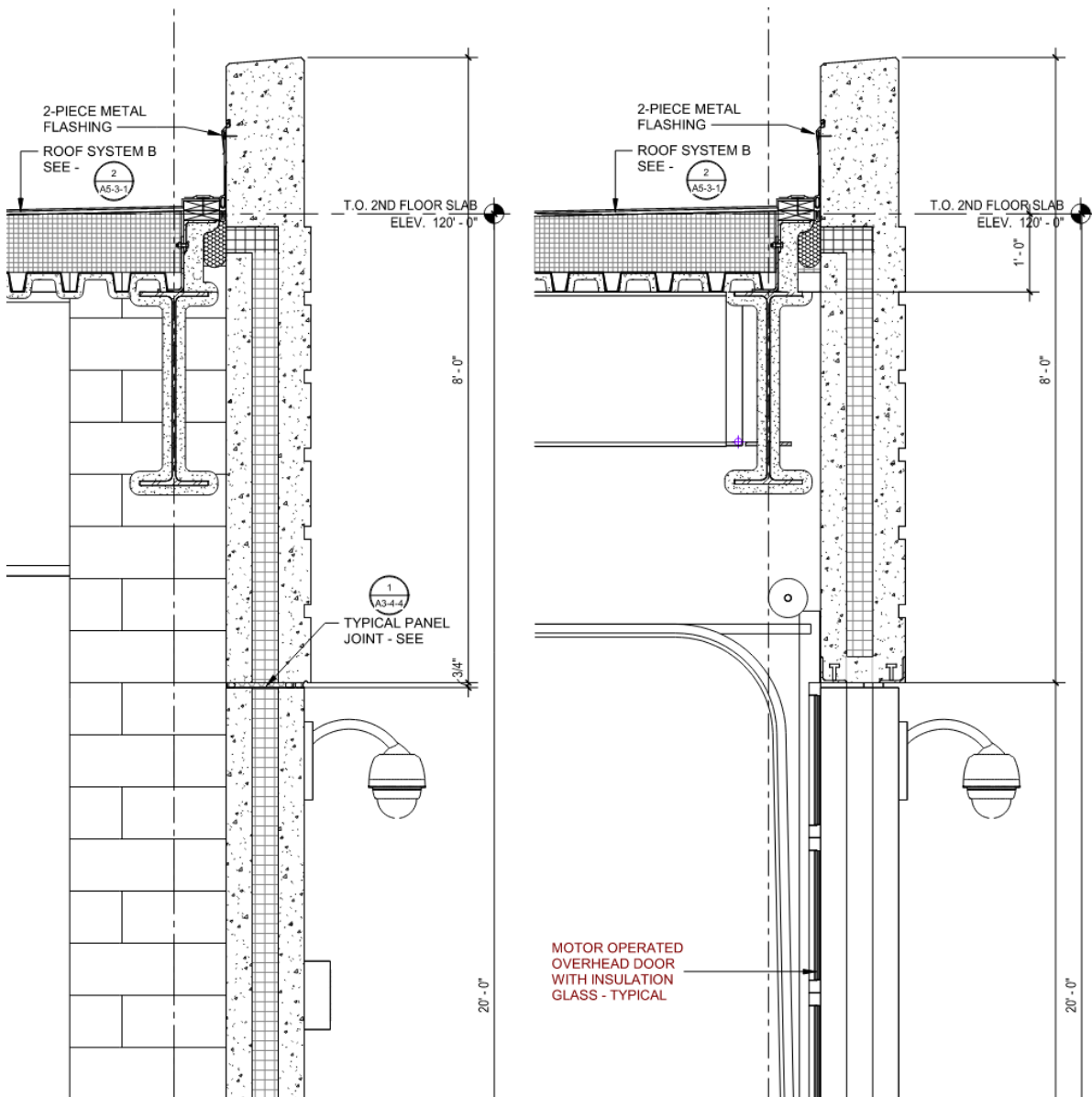
- Plans
- Specifications
- Cost Estimate
- Updated Basis of Design Narratives
- Updated Space Summary



6 EAST BUILDING ELEVATION  
1/8" = 1'-0"

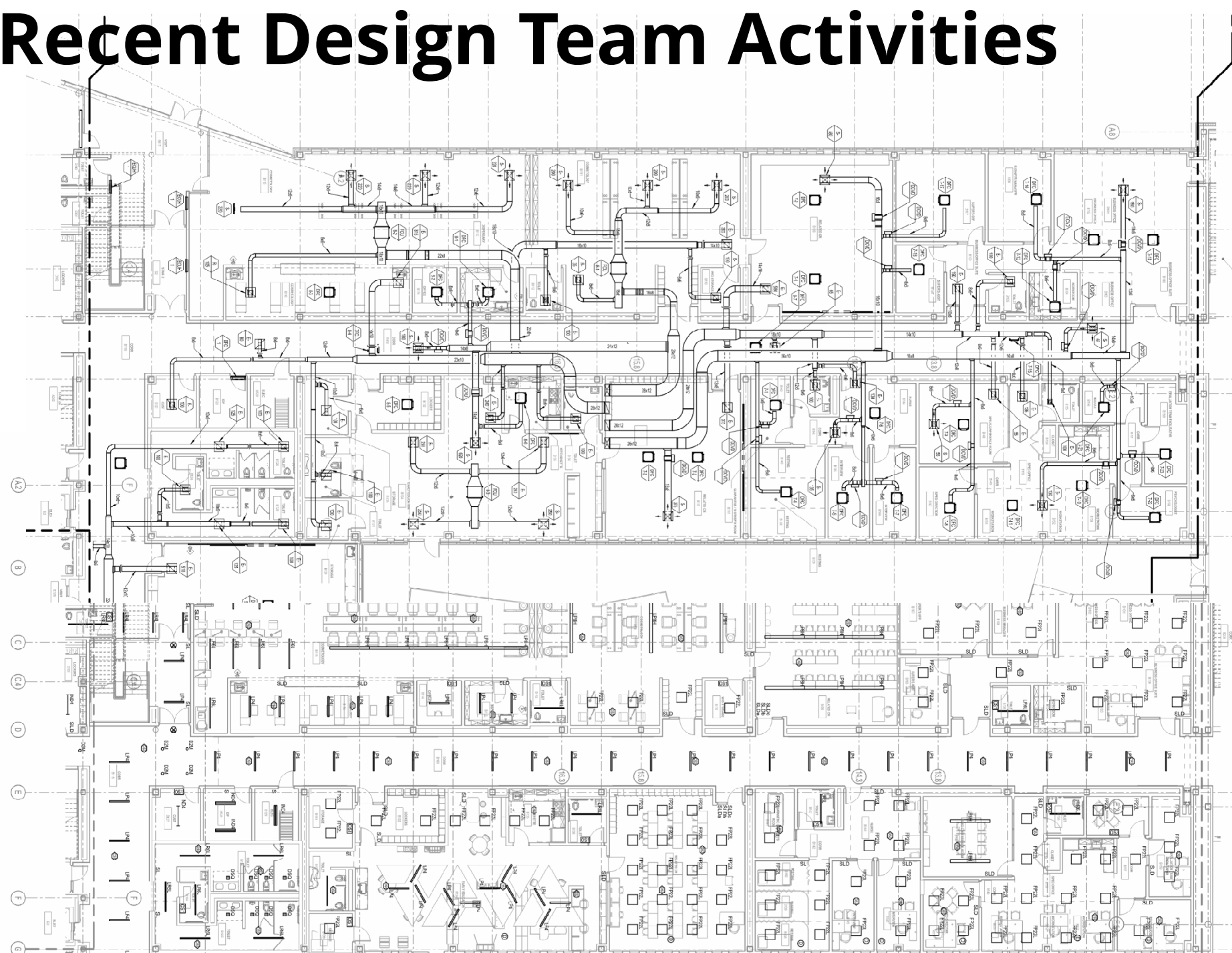


# Recent Design Team Activities



# Recent Design Team Activities

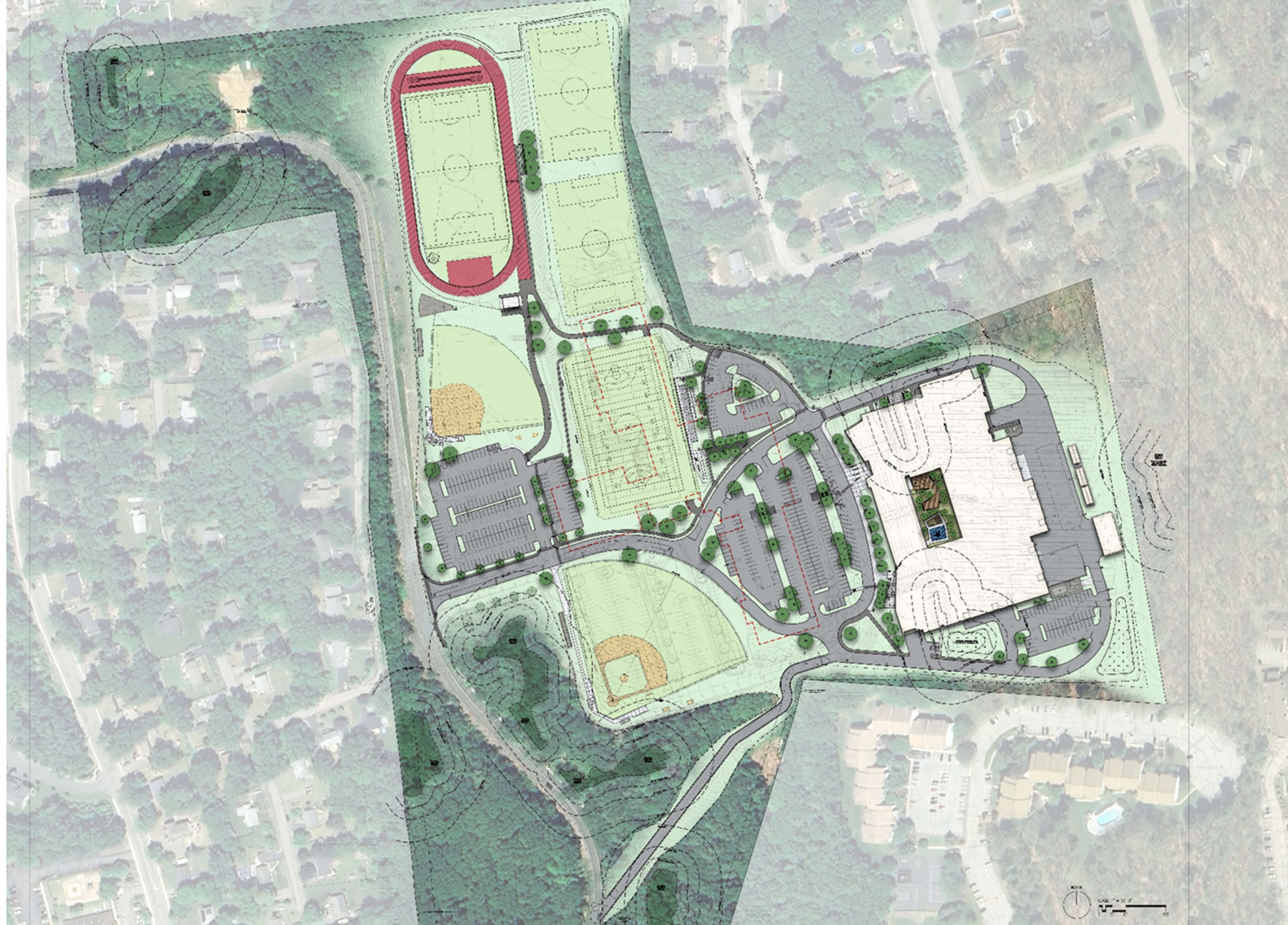
PLAN AREA B



# Recent Design Team Activities

- DRA + 16 Engineering and Consulting Companies
- 34 to 42 Team members
- Drawings – 600 + pages (4 volumes)
- Specifications – 2500 + pages
- Detailed Design progress on average 50% of the current Design Phase (60% CD)













**Tri-County Regional Technical High School**



# SBC Meeting Agenda – July 11, 2024

DORE+WHITTIER

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# Permitting Update( need to edit)

- Per building commissioner letter to the planning board, **on June 26,2024**, The TCRVTHS Project is withdrawing their planning board application.
- **Conservation** Commission hearings on July 11,2024 & July 25, 2024, the project is hopeful to have “order of conditions” on the **July 25<sup>th</sup> meeting**.
- Building Permit has been filed but issued; awaiting conservation commission order of conditions.
- Permit fees agreement is in the process of being signed and agreed to.

# SBC Meeting Agenda – July 11, 2024

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Groundbreaking Ceremony  
Confirmed Date:  
October 18<sup>th</sup>, 2024 @ 10am

# Certified Safe Electric Invoice

Motion to approve the Certified Safe Electric Invoice, in the amount of \$77,561.75, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

INVOICE

Certified Safe Electric, Inc  
50 TOWER AVENUE  
MARSHFIELD, MA 02050-5131

office@certifiedsafeelectric.com  
781-626-4258  
www.CertifiedSafeElectric.com

Bill to

Tri County Regional Vocational Technical  
School District  
147 Pond St  
Franklin, MA 02038

Ship to

Tri County Regional Vocational Technical  
School District  
147 Pond St  
Franklin, MA 02038

Invoice details

Invoice no.: 2212  
Terms: Due on receipt  
Invoice date: 07/01/2024  
Due date: 07/01/2024

| #     | Date       | Product or service | Description  | Qty  | Rate         | Amount      |
|-------|------------|--------------------|--|------|--------------|-------------|
| 1.    | 07/01/2024 | Solar              | Mobilization: Decommission Existing<br>Ground Mount Solar PV Array | 0.25 | \$310,247.00 | \$77,561.75 |
| Total |            |                    |  |      |              | \$77,561.75 |

Note to customer

If this invoice is not paid within 30 days of the invoice date, I agree to pay a 1.5% per month (18% annual rate) finance charge on the unpaid balance. If this invoice is placed for collection, I agree to pay the seller's attorney fees and all associated court costs.

I understand that if I have an unpaid balance to Certified Safe Electric, Inc and do not make satisfactory payment arrangements, my account may be placed with an external collection agency. I will be responsible for reimbursement of any fees from the collection agency, including all costs and expenses incurred collecting my account, and possibly including reasonable attorney's fees if so incurred during collection efforts.

Sun Chronicle Invoice

Motion to approve the Sun Chronicle Invoice, in the amount of \$248.40, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_

1) Billing Period

05/2024

2) Advertiser/Client Name

TRI-COUNTY REGIONAL

23) Cash Amount Due

248.40

Credit Amount Due

248.40

3) Terms of Payment

21) Current Net Amount Due

248.40

22) 30 Days

.00

60 Days

.00

Over 90 Days

.00

4) Page Number

1

5) Billing Date

05/31/24

6) Billed Account Number

65511

7) Advertiser/Client Number

MICHE. 65511

Advertising Invoice

8) Billed Account Name and Address

TRI-COUNTY REGIONAL  
147 POND ST  
FRANKLIN MA 02038-3810

Amount Paid:

Comments:

Please Return Upper Portion With Payment

| 10) Date | 11) Reference | 12) (13) (14) Description-Other Comments/Charges | 15) SAU Size<br>16) Billed Units | 17) Times Run<br>18) Rate | 19) Gross Amount | 20) Net Amount |
|----------|---------------|--|----------------------------------|---------------------------|------------------|----------------|
| 05/20/24 | 421059        | BALANCE FORWARD                                  |                                  |                           |                  | 207.00         |
| 05/08/24 | 506578        | CREDIT CARD PAYMENTS                             |                                  |                           |                  | -207.00        |
|          | ALEG          | RFQ FILED SUBCONTRACTOR                          | 2X 54.00                         | 1                         |                  |                |
|          |               | 05/08  | 108.00                           | 248.40                    | 248.40           | 248.40         |
|          |               | SC   |                                  |                           |                  |                |

Statement of Account - Aging of Past Due Amounts

Due date: 06/15/24

| 21) Current Net Amount Due | 22) 30 Days | 60 Days | Over 90 Days | Credit Amount Due | 23) Cash Amount Due |
|----------------------------|-------------|---------|--------------|-------------------|---------------------|
| 248.40                     | 0.00        | 0.00    | 0.00         | 248.40            | 248.40              |

# Commitment: BETA Group:

Motion to approve the BETA Group commitment for site plan application, in the amount of \$2,540.00 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

## SBC Member Vote:

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd "Gus" Brown

In Favor: \_\_\_\_\_ Abstain: \_\_\_\_\_ Opposed: \_\_\_\_\_



July 9, 2024

Mr. Gregory Rondeau, Chairman  
355 East Central Street  
Franklin, MA 02038

Re: **Tri-County Regional Technical High School**  
**147 Pond Street**  
**Site Plan Review**

Dear Mr. Rondeau:

BETA Group, Inc. has been informed that the Site Plan Application for the proposed project entitled "**Tri-County Regional Vocational Technical High School**" has been withdrawn and continued peer review services will no longer be required. Prior to withdrawal, BETA performed initial peer review services for traffic and site circulation that were not included in BETA's initial scope of services, dated April 17, 2024. The FEE for these additional services is \$2,540.

If we can be of any further assistance regarding this matter, please do not hesitate to contact us.

BETA Group, Inc.

Matthew J. Crowley, PE  
Senior Project Manager

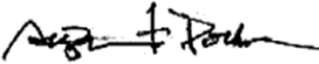
# SunEsolar XVI Lessor Contract Exit Agreement

SunEsolar XVI Lessor contract exit agreement , in the amount of **\$2,046,330.00** paid by Tri-County

EXPENSE

1215

|                |
|----------------|
| DATE           |
| 06/12/2024     |
| CHECK AMOUNT   |
| \$2,046,330.00 |



PAY

\*\*\*Two Million Forty Six Thousand Three Hundred Thirty and 00/100 Dollars\*\*\*

TO

SunESolar XVI Lessor, LLC

THE

PO Box 200978

ORDER

Dallas, TX 75320-0978

OF

|        |                           |         |            |                     |              |
|--------|---------------------------|---------|------------|---------------------|--------------|
| 11031  | SunESolar XVI Lessor, LLC | 1215    | 06/12/2024 | 0100208995/MA-12-01 | 35468        |
| Vendor | Vendor Name               | Voucher | Date       | Account Number      | Check Number |

TERMINATION AGREEMENT AND SALE OF FACILITY

This TERMINATION AGREEMENT AND SALE OF FACILITY ("Agreement") is made, executed, and delivered as of June 26, 2024 ("Effective Date") by and between SunE Solar XVI Lessor, LLC with an office at 200 Liberty Street, 14th Floor, New York, NY 10281 and successor in interest to SunEdison Origination 1, LLC ("Provider") and Tri-County Regional Vocational Technical School District located at 147 Pond Street, Franklin MA 02038 ("Purchaser" and together with Provider, the "Parties," and each, a "Party").

WHEREAS, the Parties have entered into the Solar Power & Services Agreement, dated as of December 21, 2012 including the General Terms and Conditions and Special Conditions thereto (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the "PPA") relating to a solar energy system with a total aggregate nameplate capacity rated at approximately 1,287 kW DC (the "Facility") at Purchaser's property located at 147 Pond Street, Franklin MA 02038 (the "Site");

WHEREAS, Provider built, owns, and operates the Facility as more fully set forth in the PPA, and Provider sells all of the energy output from the Facility to Purchaser;

WHEREAS, Purchaser provided written notice to Provider on April 11, 2024 of its exercise of the early termination provision of the Agreement and payment of the Early Termination Fee, as set forth in Schedule III Column 2, and pursuant to such notice Purchaser and Provider hereby mutually agreed to terminate the PPA for such price for the termination of the PPA and conveyance of Provider's right, title and interest in and to the Facility and Purchaser shall pay the final invoice for all energy output from the Facility prior to such termination; and

WHEREAS, the Parties desire to effectuate the termination of the PPA and effectuate the purchase and sale of the Facility in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Acknowledgment of Termination. Provider hereby acknowledges that Purchaser desires to terminate the PPA and agrees to terminate the PPA as of the Effective Date. Notwithstanding anything to the contrary contained in the PPA, Provider shall have no obligation to remove or decommission the Facility or perform any other matters thereunder. The termination of the PPA shall be effectuated upon the Effective Date.
- Sale of Facility. Pursuant to the PPA, Provider hereby agrees to sell, transfer, convey, assign, and deliver to Purchaser all of Provider's right, title and interest in and to its personal property located at the Property consisting of a 1,287 kW DC solar project containing solar equipment including solar photovoltaic modules, inverters and associated conduits and wires (excluding all data acquisition systems including associated third-party maintenance and data monitoring services), along with ancillary equipment and warranties thereto (the "Facility"). The Facility shall be conveyed free and clear of all liens, claims, encumbrances, and security interests. Provider shall convey the Facility to Purchaser by execution and delivery of the Bill of Sale (the "Bill of Sale") in the form attached hereto and made a part hereof as **Exhibit A**.

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DORE+WHITTIER

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# Next Meetings

---

**NEXT MEETINGS TO BE SCHEDULED**

**AUGUST 8,15 ( IN-PERSON OR REMOTE)**

**SEPTEMBER 11,18 (IN-PERSON OR REMOTE)**



# SBC Meeting Agenda – July 11, 2024

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  - Invoice 3: DRA Professional Service Invoice, in the amount of \$1,100.00
  - Invoice 4: DRA Professional Service Invoice, in the amount of \$7,700.00
  - Invoice 5: Consigli Invoice No.007, in the amount of \$31,191.00
  - Invoice 6: Project dog Invoice, in the amount of \$895.00
  - Commitment1: DRA Amendment No.009, for soil testing in the amount of \$29,700.00
  - Commitment2: BETA NOI Review Scope and Fee, in the amount of \$7,900.00
4. Mini GMP #1 Update
5. Third Party Testing Agency OPM Recommendation
6. Construction Update
7. Design Update
8. Permitting Update
9. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting
10. Public Comment
11. Next Meetings
- 12. Adjourn**

# Adjourn:

Motion to Adjourn by \_\_\_\_\_, 2<sup>nd</sup> by  
\_\_\_\_\_”

## **SBC Member Vote:**

- Brian Mushnick
- Karen Maguire
- Dana Walsh
- Dan Haynes
- Michael Procaccini
- Jonathon Dowse
- Brendan Bowen
- Stanley Widak Jr.
- Harry Takesian
- Bob Foley
- Lloyd “Gus” Brown



THANK YOU