

A large field of white wind turbines in a grassy field under a cloudy sky. The turbines are arranged in rows, with some in the foreground and many more in the distance. The sky is overcast with grey clouds. The ground is a mix of green grass and brown patches.

**MILFORD RENEWABLE ENERGY ADVISORY COMMITTEE
90-DAY REPORT
TO THE BOARD OF SELECTMEN
OCTOBER 2009**

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Below are the recommendations of the Milford Renewable Energy Advisory Committee (the Committee) for the Board of Selectmen (the Board):

1.) Develop a plan to spend the balance (\$10,549.77) that is available to the Town of Milford in the Massachusetts Technology Collaborative Renewable Energy Trust by the application deadline of November 30, 2009. The Committee recommends that the town allocate \$5,000.00 to the Milford Town Library for the creation of a "Renewable Energy Resource Center", which would include materials to allow patrons of the library (students, residents, etc.) to research renewable energy topics. The Committee recommends that the balance be allocated to feasibility studies and site assessments on various town properties so that locations suitable for solar panel and/or wind turbine installations may be identified. The Committee offers its services to review any historical town energy audit reports to determine which locations may be good candidates for study. The Final Clean Energy Choice Community Matching Grant Agreement, which needs to be signed and submitted to make these funds available to the Town of Milford, is provided in Attachment A.

The Committee respectfully requests that the Board return the attached Grant Agreement to the Committee Chairman, John Tehan, by November 10, 2009 to allow adequate time for submission and avoid forfeit of the funds.

2.) The Committee offers its services to review the details of the last audit performed on town buildings to assist in the identification of areas for improvement with regard to energy conservation efforts. Establishing a baseline for energy use will allow the Town of Milford to begin the qualification process to become a Green Community under the auspices of the Green Community Act.

3.) The Committee would like to establish an award(s) for town departments, businesses, and/or residents to recognize those who are leading the way in renewable energy use and to raise community awareness and involvement regarding renewable energy use. This will demonstrate the encouragement of the Town to build sustainability and renewable energy participation throughout its community. The Committee offers its services to develop a selection criteria and nomination process for recognition, and the Board can issue the award at an appropriate event or venue. There would be no monetary component to this award aside from printing costs.

4.) The Committee recommends that the town establish a local chapter of the Massachusetts Climate Action Network. This is a free activity that will connect the Committee into a network of other towns that are already working on renewable energy projects. This network could assist and provide guidance to the Committee as progress is made on renewable energy initiatives. The Committee respectfully requests allocation of some space on the town web site where a blog could be maintained for greater citizen participation in this effort.

5.) The Committee would like to see the town host a renewable energy/sustainability fair and/or have a presence at other local fairs and festivals. A description of a sustainability fair is provided in Attachment B.

6.)The Committee would like to establish an action plan to work towards the following; a reduction in the town's dependence on fossil fuels, an improvement of energy efficiency, and encouragement of conservation. Action plan development would involve working closely with the Massachusetts Department of Energy Resources (DOER). This is another step in working towards the goal of Green Community qualification and is highly recommended.

7.)Lastly, the Committee is dedicated to identifying further grant monies so that the Town of Milford may implement renewable energy activities identified in any feasibility studies and/or site assessments mentioned in Recommendation #1. A working report of available grants and funding opportunities is provided in Attachment C.

It has been the Committee's pleasure to provide the Board with this 90-Day Report. The Committee is available to meet with members of the Board, at the Board's earliest convenience, to provide clarification, additional detail, or to answer any questions regarding the recommendations provided above, if needed. Please contact the Committee Chairman, John Tehan, with any questions or concerns at john@tehans.com or 508-241-3274. The Committee looks forward to working with the Board in the future on renewable energy endeavors.

Submitted respectfully by the Milford Renewable Energy Advisory Committee:

John Tehan, Chairman
Catherine Guido, Clerk
Sean Riley
Kate Mastroianni
Tom Jaworek
Nicholas Guido
Scott Vecchiolla
Jay Gilchrist
Joe Evans
Hope Caywood

ATTACHMENTS

Attachment A: Final Clean Energy Choice Community Matching Grant Agreement

Attachment B: Sustainability Fair Description

Attachment C: Upfront Cost Mitigation for Renewable Energy Projects: Grants, Rebates, and Tax Incentives

ATTACHMENT A

Final Clean Energy Choice Community Matching Grant Agreement

MASSACHUSETTS TECHNOLOGY COLLABORATIVE
FINAL CLEAN ENERGY CHOICE COMMUNITY MATCHING GRANT AGREEMENT
Program Termination Terms and Conditions

WHEREAS, the Massachusetts Technology Park Corporation, a public instrumentality of the Commonwealth of Massachusetts, doing business as the Massachusetts Technology Collaborative ("MTC") and administrator of the Massachusetts Renewable Energy Trust ("RET") has established the Clean Energy Choice Program (the "CEC");

WHEREAS, pursuant to CEC, MTC has applied RET funds (in an aggregate amount for all Massachusetts cities and towns of approximately \$4,000,000) to match customer contributions to MTC and/or payments made to suppliers under CEC with funds to be made available to the customers' city or town (the "CEC Community Match") in the form of grants to be applied towards the cost of approved renewable energy projects ("Eligible Projects").

WHEREAS, MTC is terminating the Clean Energy Choice program and will no longer provide additional funding for that program based upon customer usage recorded by meter readings after June 30, 2009.

WHEREAS, in order to provide for an efficient and expeditious disbursement of the available CEC Community Matching Funds at the time of CEC termination, MTC will, on or before January 31, 2010, provide final CEC grants to cities and towns in response to completed Final Clean Energy Choice Grant Agreements submitted between August 1 and November 30, 2009.

WHEREAS, customers from the _____
(Town/City Name)

(the "Grantee") have chosen to participate in CEC and, through June 30, 2009, have been billed for contributions for renewable energy by suppliers under CEC that qualify for the CEC Community Match;

WHEREAS, MTC desires to have a contractual mechanism in place to provide for the final transfer of the CEC Community Matching funds to Grantee and to ensure that Grantee utilizes the CEC Community Matching funds for Eligible Projects;

NOW THEREFORE, in reliance on the mutual representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I
Performance of Work

1. Manner of Performance. The Grantee shall utilize the CEC Community Matching funds solely to undertake an Eligible Project for which grantee has requested and received approval from MTC and in accordance with all the terms and provisions of this Grant Agreement.
2. Project Personnel.
 - a) MTC shall designate a Grant Manager and Grantee shall designate a Grantee Representative for purposes of supporting effective communication between MTC and the Grantee and to report on Grantee's progress. The Grant Manager shall be responsible for monitoring compliance with the

- terms of the Grant Agreement and the Grantee Representative shall be responsible for reporting to the Grant Manager.
- b) The Grantee is solely responsible for all decisions, the preparation of all plans and specifications, and for executing the Eligible Project. Any comments or suggestions provided by the Grant Manager will be given solely for purposes of monitoring compliance with the terms of the Grant Agreement.
3. Deliverables. Grantee shall provide MTC with a final written report by the deadline indicated in the award letter. The report shall describe its use of the CEC Community Matching funds for the Eligible Project(s), which may include, as applicable, a progress report on outcomes, accomplishments, challenges and action items (the "Final Report").
4. Other Obligations. The Grantee agrees to support MTC's program evaluation activities, and Grantee agrees that its key personnel and contractors will be available at reasonable times with advance notice to be interviewed by MTC or its authorized representatives for purposes of program evaluation or case study development.
5. Term of Grant. The term of this Grant shall commence upon the date of the letter indicating MTC's approval of the release of funds (the "Effective Date"), and shall expire upon submission of the Final Report.

ARTICLE II

The Grant

6. Grant Amount. In consideration of this Grant Agreement, MTC shall provide Grantee CEC Community Matching funds in amounts based on the amounts CEC customers have been billed by suppliers for usage recorded by meter readings taken through June 30, 2009, less the amount of any earlier CEC grants made to Grantee (herein after referred to as "Final Community Matching Grant Account Balance") to be used in accordance with the Eligible Project(s) (the "Grant").
7. Payments.
- a) *Eligible Project for Grantees with a Final Community Matching Grant Account Balance of less than \$25,000*: In the event that Grantee has: (i) entered into a binding contract(s) to undertake pre-approved project(s) and (ii) an approved Funding for Pre-Approved Projects Form (Attachment A.1), MTC shall provide Grantee with a grant in the amount of the lesser of the amount of the approved Request for Funding for Pre-Approved Projects or the Grantee's Final Community Matching Grant Account Balance.
- b) *Eligible Project for Grantees with a Final Community Matching Grant Account Balance of \$25,000 or more*: In the event that Grantee has (i) entered into a binding contract(s) to undertake pre-approved project(s); (ii) an approved Funding for Pre-Approved Projects Form (Attachment A.1), and/or (iii) an approved Proposed Grant Expenditure Plan Form (Attachment A.2), MTC shall provide Grantee with a grant in the amount of the lesser of the amount of: (1) the approved

Request for Funding for Pre-Approved Projects and/or Proposed Grant Expenditure Plan; or (2) the Grantee's Final Community Matching Grant Account Balance.

- c) *Payment Terms.* MTC shall pay the Grantee within sixty (60) days after approval of the Funding for Pre-Approved Projects Form (Attachment A.1) and/or the Proposed Grant Expenditure Plan Form, (Attachment A.2) as set forth in Sections 6(a) and 6(b) above, unless MTC should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement.

ARTICLE III

Liability, Damages and Remedies

8. Representations, Warranties and Certifications. Grantee represents, warrants and certifies that (a) it is duly authorized to enter into this Grant Agreement and the execution, delivery and performance thereof will not conflict with any other agreement or contract to which it is a party and will not, to the best of Grantee's knowledge, violate any law, regulation or order by which either is bound.
9. Termination.
- a) This Grant may be terminated by MTC at any time upon breach of any term of the Grant Agreement.
- b) MTC may terminate this Grant in the event upon the loss of availability of sufficient funds for the purposes of this Grant Agreement, or in the event of an unforeseen public emergency or other change of law mandating immediate MTC action inconsistent with making the Grant and/or performing its obligations under the Grant Agreement.
- c) Termination of the Grant under this Section 10 shall be effected by letter sent by the terminating party to the other party setting forth the effective date of termination.
10. Insurance. The Grantee shall maintain insurance coverages in the types and for the amounts generally required to perform the types of services set forth in the Pre-Approved Projects Form (Attachment A.1), and/or (iii) an approved Proposed Grant Expenditure Plan Form (Attachment A.2),. The Grantee shall provide MTC, upon request, with certificates satisfactory to MTC concerning the effectiveness and the terms of the insurance required by this Grant Agreement. Notwithstanding the foregoing provision of this Section 10, in the event the Grantee is a public agency (as defined in Chapter 7, Section 39A of the Massachusetts General Laws), then MTC agrees that Grantee may self insure to the extent permitted by law as though Grantee were the insurer under all insurance required for its activities under this Agreement. Grantee hereby waives all offsets and defenses that it may otherwise have with respect to the insurance required to be maintained hereunder. The grant of the right to self insure is subject to the requirements that (i) the contractors and subcontractors of Grantee carry insurance of the types and levels required for their activities under this Agreement; (ii) that such insurance shall name MTC, and such other entities as MTC may request, as additional insureds, and (iii) no settlement or payment, for any claim or loss, injury or damage or other matter as to which MTC may be charged with an obligation to make any payment or reimbursement, shall be made by the Grantee without the written approval of MTC.

ARTICLE IV
Assignability

11. Assignment. The Grantee shall not assign or in any way transfer any interest in this Grant without the prior written consent of MTC.

ARTICLE V
Access and Use of Project Data and Deliverables

12. Access and Use. Grantee agrees to license or otherwise make available to MTC in perpetuity, without charge, all materials prepared and produced by the Grantee in its use of the CEC Community Matching funds, including, without limitation, materials developed in connection with the Final Report for MTC's use.

ARTICLE VI
Compliance with Certain Laws

13. No Violation. Grantee certifies that the Grant will be used only for an Eligible Project and that such use of the Grant will not place Grantee in violation of, or be contrary to, the terms of any statute, regulation, order, contract, agreement or instrument by which the Grantee is bound including, without limitation, any financing agreement or arrangement for the Project.
14. Nondiscrimination. The Grantee shall not discriminate against any qualified employee or applicant for employment, or deny services to any individual because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
15. Audit. At any time period prior to the completion of the Project and as otherwise provided in this Section, MTC will have the right to audit Grantee's or its other agents' records to confirm the use of the Grant proceeds. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under this Grant Agreement, then Grantee shall refund to MTC the amount determined by such audit within thirty (30) days of Grantee's receipt of such audit and demand. Grantee shall maintain books, records, and other compilations of data pertaining to the Grant payments made under this Grant Agreement to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after Final Payment under this Grant Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MTC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of the Grantee which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

16. Conflict of Interest. No officer, employee or consultant of MTC shall participate in any official action relating to this Grant Agreement which affects his/her personal financial interest or that of any corporation, partnership, or association in which (s)he is an employee, officer or trustee without prior written disclosure of the relevant facts to MTC's General Counsel. No officer, employee or consultant of MTC shall have any financial interest, direct or indirect, in this Grant Agreement or the proceeds thereof.
17. Lobbying. No Grant funds may be used for any activities to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agent" or "executive agent" set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.
18. Public Records. As a public entity, MTC is subject to the Massachusetts Public Records Law and thus documents and other materials made or received by its employees are subject to public disclosure. All information received by MTC shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment C hereto. By signing this Agreement, Grantee acknowledges, understands and agrees that the procedures set forth in Attachment C are applicable to any documents submitted by Grantee to MTC, including but not limited to any acknowledgements set forth therein, and that Grantee shall be bound by these procedures.

ARTICLE VII
General Clauses

19. Choice of Law. This Grant Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts without giving effect to its conflict of laws principles. The Grantee agrees to bring any Federal or State legal proceedings arising under this Grant in which the Commonwealth or MTC is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.
20. Publicity.
 - a) The Grantee shall collaborate with MTC to prepare any press release and to plan for any news announcement concerning the CEC Community Match.
 - b) Grantee will not represent that positions taken or advanced by the Grantee represent the opinion or position of MTC.
 - c) The Grantee agrees that MTC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced and provided to MTC in the course of Grantee's use of the CEC Community Match, and to use the information therein contained to produce summaries, case studies or similar information resources.
21. Waivers. All conditions, covenants, duties and obligations contained in this Grant Agreement can be waived only by written agreement between the parties hereto. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

22. Notice. All communications to MTC shall be mailed or delivered to the following address:

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
(508) 870-0312 x1254 (phone)
Attn: Martha Broad (broad@masstech.org)
With copy to: Matthew L. Schemmel, Associate General Counsel (schemmel@masstech.org)

All communications to the Grantee shall be mailed or delivered to the following address, or sent by facsimile to the following number with confirmation of receipt by voice, or sent by electronic mail with confirmation of receipt, to:

Town/City Name: _____

Address: _____

Phone: _____

Fax: _____

Attn: _____

23. Amendments, Entire Agreement and Attachments. All conditions, covenants, duties and obligations contained in the Grant Agreement may be amended only through a written amendment signed by the Grantee and MTC. The parties understand and agree that this Grant Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. The following are attached and incorporated into this Grant Agreement:

- i. Attachment A –Final Clean Energy Choice Community Matching Grant Agreement and Instructions
- ii. Attachment A.1 – Funding for Pre-Approved Projects Request Form
- iii. Attachment A.2 –Proposed Grant Expenditure Plan Form
- iv. Attachment B - MTC's Sensitive Information Procedures

(Town/City Name)

By: _____

Name: _____

Title: _____

Date: _____

Attachment A

Final Clean Energy Choice Grant Agreement and Instructions

In order for your community to receive its Final Community Matching Grant Account Balance from MRET, a duly authorized representative of your municipality (i.e. your Mayor or the Chairman of your Select Board) must sign and submit the Final Clean Energy Choice Grant Agreement. The balance will be posted to www.cleanenergychoice.org by August 1, 2009. A city or town may submit only one Final Clean Energy Choice Grant Agreement and it must be received with the original signature between August 1 and the final deadline of November 30, 2009.

Note that it is the sole responsibility of the cities and towns that are the recipient of Clean Energy Choice matching funds to ensure that their use of such funds in any procurement implemented by them is consistent and compliant with Massachusetts general Laws, Chapter 30B.

Components of a Complete Grant Agreement

A) For Towns with less than \$25,000, a complete Grant Agreement for an Eligible Project consists of:

1. A copy of the Final Clean Energy Choice Community Matching Grant Agreement signed by a duly authorized municipal representative.
2. A fully completed Funding for Pre-Approved Projects Request Form (**Attachment A.1**)

To complete Attachment A.1, select the type and quantity and estimated cost of items the town wishes to purchase and indicate the total amount requested. IMPORTANT: The municipality must also provide cost estimates from the appropriate vendor for each item to be purchased. Upon approval, the Trust will provide the town with a grant in the amount of the lesser of the amount of the approved Request for Funding for Pre-Approved Projects or the Grantee's Final Community Matching Grant Account Balance.

B) For Towns with \$25,000 or more, a complete Grant Agreement for an Eligible Project consists of:

1. A copy of the Final Clean Energy Choice Community Matching Grant Agreement signed by a duly authorized municipal representative.
2. **One or both of the following:**

- A fully completed Funding for Pre-Approved Projects Request Form (**Attachment A.1**)

To complete Attachment A.1, select the type and quantity and estimated cost of items the town wishes to purchase and indicate the total amount requested. IMPORTANT: The municipality must also provide cost estimates from the appropriate vendor for each item to be purchased.

- A fully completed Proposed Grant Expenditure Plan Form (**Attachment A.2**)

To complete Attachment A.2, provide a summary description of the proposed expenditures and, if appropriate, provide detail regarding costs of time and materials.

Clean Energy Choice Community Matching Grant Agreement

Upon approval of either or both the Request for Funding for Pre-Approved Projects or the Proposed Grant Expenditure Plan, the Trust will provide the town with a grant in the amount of the lesser of the amount of: (1) the approved Request for Funding for Pre-Approved Projects and/or Proposed Grant Expenditure Plan; or (2) the Grantee's Final Community Matching Grant Account Balance.

Clean Energy Choice Matching Grants Request

Attachment A.1: Funding for Pre-Approved Projects Request Form

Please indicate the type and quantities of pre-approved projects the town would like to fund.

IMPORTANT: The town must also provide cost estimates from the appropriate vendor for each item to be purchased (please attach to this page).

Item	Qty	Estimated Cost	Brief Description (please attach copies of vendor estimates to this form)
Renewable Energy Educational Books			
Science Kits for School Labs			
Membership Fees for municipality to join organizations that assist municipalities with climate change management plans and sustainable practices.			
Solar Harvester: Power audio visual equipment, power tools, computers, pumps, lights and more with a mobile plug and play set up that runs on solar energy.			
Solar Powered Trash Compactors: Meant to replace traditional outdoor trash containers, a solar powered trash compactor automatically compresses trash to reduce the number of collection trips and eliminate trash overflow.			
Solar Powered Lighting System: Illuminate a monument, flagpole, or small sitting area with a solar lighting system and introduce the community to clean, renewable solar electricity.			
Public Outreach Materials: Spread the word about the benefits of clean energy in your community! Clean Energy Choice matching grants can be used for printing fliers and brochures, or other costs associated with putting on local outreach events such as clean energy/sustainability fairs.			
Renewable Energy Education: Matching grants can cover the cost of books, publications, field trips and other educational materials that help teachers implement clean energy related curriculums. Costs associated with teacher development conferences and workshops are covered as well.			

Clean Energy Choice Community Matching Grant Agreement

Item	Qty	Estimated Cost	Brief Description (please attach copies of vendor estimates to this form)
<p>Photovoltaic Installation: Installing a solar energy system on municipal buildings reduces energy costs and helps to educate residents about the power of clean energy technologies. If your town has over \$13K of funding available, learn how you can supplement this amount with the Trust's Commonwealth Solar rebate program. Using funds from both of these programs, a number of towns have covered 100% of the cost of PV installations.</p>			
<p>Salaries for consultants or employees that assist the municipality in increasing its use of renewable energy (note: please provide a description of the position and indicate hourly rate, number of hours and overhead rate on an attached sheet).</p>			
<p>Total Funding Requested:</p>			

Attachment B

Clean Energy Choice Matching Grants Request

**THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"**

The Massachusetts Technology Collaborative, the Massachusetts Renewable Energy Trust, the John Adams Innovation Institute, the Massachusetts e-Health Institute and the Massachusetts Broadband Institute (collectively referred to herein as "MTC") are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by MTC. As a result, any information submitted to MTC by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including MTC's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by MTC that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

IT IS MTC'S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MTC OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MTC, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MTC ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to MTC and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must provide a cover letter, addressed to MTC's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Sensitive Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently identified as "Sensitive Information," and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO MTC IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to MTC's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MTC are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time MTC receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MTC staff. By submitting a grant Agreement, request for response, or any other act that involves the submission of information to MTC, the Submitting Party certifies, acknowledges and agrees that (a) MTC's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MTC that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) MTC is not liable under any circumstances for the subsequent disclosure of any information submitted to MTC by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MTC was negligent in disclosing such documents.
5. In the event that MTC receives an inquiry or request for information submitted by a Submitting Party, MTC shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to MTC's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of MTC's receipt of the public records request, and MTC may, but shall not be required to provide Submitting Party an opportunity to present MTC with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MTC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MTC OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MTC IN ANY MANNER CONCERNING MTC'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MTC TO ASSERT SUCH AN EXEMPTION. MTC'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. MTC shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that MTC determines that the subject documents are exempt from disclosure, the requesting party may seek review of MTC's determination before the Supervisor of Public Records, and MTC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MTC's determination.

10. In the event the requesting party pursues a review of MTC's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders MTC to disclose such documents to the requester, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

11. In the event that MTC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MTC shall not assert an exemption, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MTC SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MTC BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

ATTACHMENT B

Sustainability Fair Description

SUSTAINABILITY FAIR DESCRIPTION

The Committee recommends the development and organization of a Sustainability Fair.

The Committee believes that such a fair would provide the following benefits:

- Bring significant energy saving awareness to the residents and businesses of the town while promoting the use of renewable energy.
- Increase community knowledge of climate change.
- Raise awareness within the community about the resources available within our region that they can utilize in order to live more energy efficiently and save money.
- Create a fun, exciting, and welcoming atmosphere around energy savings, community building and emissions reduction.
- Increase citizen knowledge of home energy savings and recycling in Milford.
- Involve our schools and students to show them the need for Renewable Energy awareness and the strong potential for future jobs in this sector.

Initial Fair Plan Details

- The target period for staging the fair would be during February or March 2010 from 12:00 to 4:00 p.m.
- The fair would present approximately 35 vendor booths in which products, services, and technical demonstrations would take place.
- Exhibitors could include local businesses, vendors, community groups, and environmental action groups.
- Food would be provided.
- Exhibitions from our school groups related to energy and sustainability can be presented.
- Sponsors would be recruited in order to help in covering the costs.
- Lectures and a keynote address would take place on an hourly schedule by state DOER, community advocates, as well as practitioners in the energy efficiency trade.

ATTACHMENT C

Upfront Cost Mitigation for Renewable Energy Projects: Grants, Rebates, and Tax Incentives

UPFRONT COST MITIGATION FOR RENEWABLE ENERGY PROJECTS: GRANTS, REBATES AND TAX INCENTIVES

Upfront cost is undoubtedly a large obstacle in bringing renewable energy to the Town of Milford. Nevertheless, as partners in the effort to lower energy-related costs for municipalities and improve environmental stewardship, the state and federal governments, and private entities have developed opportunities to mitigate such upfront costs. The following is a sampling of grants, rebates, and tax incentives which, after an energy audit of all public buildings, review of Milford's energy costs, and determination of need, could greatly assist Milford's renewable energy endeavors. Also included are opportunities for residents of the Town.

Commonwealth Solar - Program provides rebates to owners of commercial, industrial, municipal, and residential property for electricity for installation of solar panels and electricity produced thereby.

Large Onsite Renewables Initiative (LORI) - Awards grants for feasibility studies and design and construction projects of qualifying renewable energy systems greater than 10 kW.

Massachusetts Renewable Energy Trust (MRET) - Provides funding for renewable energy projects throughout the state. Funds are collected through the Renewable Energy Charge on ratepayers' bills.

MRET Programs for Residential Customers - Various rebates available to homeowners for renewable energy projects.

Massachusetts Technology Collaborative - Rebates available for wind, solar, and hydropower projects.

State Tax Incentives

- a. *State Income Tax Credit* for individuals who install renewable energy systems (solar or wind-powered) in their residences.
- b. *State Sales Tax Exemption* for the sale of equipment directly relating to any solar, wind, or heat pump system to be used as a primary or auxiliary power system for heating or otherwise supplying the energy needs of a person's principal residence in the state.
- c. *Local Property Tax Exemption* for taxpayers who install a solar or wind-powered system for heating, or otherwise supplying the energy needs of his/her residence or business.
- d. *Corporate Income Tax Deduction* for businesses that purchase and installation of a qualifying solar or wind-powered "climatic control unit" or "water heating unit." Deduction is taken from the business' net income, provided the installation is located in Massachusetts and is used exclusively in the trade or business of the corporation
- e. *Alternative Energy and Energy Conservation Patent Deduction (Personal and Corporate)* for Commissioner approved patent for an alternative energy or energy conservation system or device. Such patent must be "...of economic value, practicable, and necessary for the convenience and welfare of the Commonwealth."

- f. *Hydropower-Property Tax Exemption* from local property tax following the construction of such facility.

Department of Business Development – Provides resources to assist domestic and foreign companies which want to locate, expand, grow, or maintain a presence in Massachusetts. Such may include assistance for renewable energy projects.

American Recovery and Reinvestment Act – Various energy grants, rebates, loan program and deductions available for variety of renewable energy products.

Federal Tax Incentives

- a. *Federal Financial and Tax Incentives for Homeowners* - Qualifies taxpayers to claim a credit of 30% of qualified expenditures for a system that serves a dwelling unit located in the U.S. used as a residence by the taxpayer.
- b. *Federal Financial and Tax Incentives for Businesses, Municipal Entities, and Not-for-Profit Entities* - Special financing arrangements and mortgages are offered by some federal agencies to help finance the cost of renewable energy systems. Owners or lessees of renewable energy property may also be entitled to special depreciation rates as well as special treatment of taxes on bonds and leases.

Source: Energy Resources, Massachusetts Division of. *Renewable Energy Funding and Incentives*. <http://www.mass.gov/?pageID=eoeesubtopic&L=4&L0=Home&L1=Energy,+Utilities+%26+Clean+Technologies&L2=Renewable+Energy&L3=Renewable+Energy+Funding+and+Incentives&sid=Eoeea>. Accessed 12 September 2009.