

May 10, 2016
Medway Planning and Economic Development Board Meeting
155 Village Street
Medway, MA 02053

Members	Andy Rodenhiser	Bob Tucker	Tom Gay	Matt Hayes	Rich Di Iulio
Attendance	X	X	X	X	X

ALSO PRESENT:

Susy Affleck-Childs, Planning and Economic Development Coordinator
Stephanie Mercandetti, Director of Planning and Economic Development
Amy Sutherland, Recording Secretary
Gino Carlucci, PGC Associates
Sean Reardon, Tetra Tech
Andrew Ogilvie, BETA Group

The Chairman opened the meeting at 7:00 pm.

There were no Citizen Comments.

PEDB Meeting Minutes:

April 26, 2016:

On a motion made by Bob Tucker and seconded by Rich Di Iulio, the members voted to accept the minutes from April 26, 2016 with revisions.

2 Marc Road Site Plan – Public Hearing Continuation

The Board is in receipt of the following: (See Attached)

- Public Hearing Continuation Notice dated 5-4-16.
- Submission dated 5-4-16 from Merrikin Engineering.
- Plan Review letter from Tetra Tech dated 5-5-16.
- Mullins Rule Certifications from Rich Di Iulio and Bob Tucker.

Present were engineer Dan Merrikin and applicant Ellen Rosenfeld.

The applicant did meet with the Design Review Committee on Monday May 2, 2016 and a review letter from the DRC is forthcoming. This was a productive meeting.

Ellen Rosenfeld wanted to address the following:

- Her preference is to not put in the island in the front of the building location since the tractor trailers may run over these areas along with the plantings. The proposed islands also makes it difficult to plow.
- The DRC is recommending different colors for some aspects of the building. Ellen has no issue with this.
- The applicant does not want screening on the roof units due to the fact that she does not want to lose a solar panel. Member Tucker agrees with Ellen on this issue.

Dan Merrikin explained that the following items were revised:

- Updated rendering with the CO2 tank.
- Added banding across the building elevation.
- Windows were added to the south façade on the rendering. The applicant does not have approval from the Mass Department of Public Health regarding the windows.
- DPH will not allow shrubs in front so those were not added.
- Site plan has not been revised yet to address Tetra Tech's comments.
- There will be trees in the islands near the parking area.
- They do not want to get rid of hatching marks within the parking area.
- Tree layout will be revised.
- They will have a free-standing signs. (DRC did not review to date)
- 23 wall pack lights (3 light poles)
- Submitted water and wastewater summary about treatment. The applicant will get a letter from DPS.
- There will be a meter for domestic water use.
- Submitted Odor Control information. It is a vapor and fog mixed with exhaust.
- Will provide an operation staff plan.

The applicant informed the Board that she will be asking for a change in the operation hours. She would like there to be no limit on the operation hours. Mr. Merrikin will draft a proposed article for the fall town meeting. The Board discussed that there may need to be two different types of operation hours – one for retail and another for cultivation/processing. Presently, the bylaw does not distinguish between the two.

The applicant reported she had met with the Police Chief and he was provided with the plan. There will be a written narrative provided.

Tetra Tech would like additional information regarding the expected traffic generation.

Dan Merrikin responded that a letter will be coming and the plans will be revised to address the comments from Tetra Tech.

Susy was wondering if there is any other information that the Board needs regarding the ground water protection special permit component of the applicant.

Consultant Carlucci responded that Tetra Tech will be reviewing that component of the application.

Resident, Charlie Myers, 9 Curtis Lane:

Mr. Myers is a proponent for screening. He also suggested that the applicant double check with the solar supplier regarding the angles of how the panels will sit on the roof which could effect visibility.

There will be language in the decision about the odor control system which will need to be in place and also language about what action the Town will take if this system is not working.

Public Hearing Continuation:

On a motion made by Bob Tucker and seconded by Rich Di Iulio, the Board voted to continue the hearing for 2 Marc Road to Tuesday, May 24, 2016 at 7:15 pm.

Other Business:

Medway Shopping Plaza

The Chairman informed the members that he spoke with Paul LaPierre who is the manager of the Medway Plaza. It was made clear that there has NOT been a site plan application submitted or a permit issued for this site, but there is interest for a retail store on a pad site in this location. This is an allowed use since it is retail. The shopping center owners are putting together an overall site plan for reworking the parking lot and are resurveying the whole property. If and when there is an application submitted, there will need to be a public hearing and abutters will be notified. There was discussion about having the building be close to the street. The setback requirements may need to be modified. It was a good a conversation.

Town Meeting:

The Town Meeting was held on Monday May 9, 2016. The articles presented by the Planning and Economic Development Board were passed.

Susy Affleck-Childs recommended the Board begin immediately to consider what zoning bylaw amendment work it wants to pursue for the fall town meeting. The Board would like to revisit the previously developed priority list of possible zoning bylaw amendments

Some of the items of importance include:

- MS4 in relation to pavement/impervious surface and stormwater.
- Village residential district.
- Clean up items identified during the recodification process.

This will be an agenda item for the next meeting.

Conservation Agent:

Conservation Agent Bridget Graziano is on maternity leave. The Town has hired an interim agent to work 15 hours/week. She has worked in adjacent towns and is extremely knowledgeable.

Member Gay recused himself from the meeting at 7:40 pm.

Tetra Tech was recused from the meeting at 7:40 pm.

Andrew Ogilvie of the BETA Group joined the meeting.

**Continuation of Site Plan Public Hearing - Exelon Expansion
9 Summer Street and 34 West Street:**

The Board is in receipt of the following: (See Attached)

- Public Hearing Continuation Notice dated 5-4-16.
- Host Community Agreement dated 10-22-15
- Proposed public hearing schedule dated May 10, 2016.

Chief Tingley and Fire Chief Lynch were invited to the meeting to discuss safety issues, but due to a fire, neither was able to attend. Police Safety Officer Sergeant Jeff Watson was present.

Town Administrator Michael Boynton and Board of Selectmen Chairman John Foresto provided an overview about the Town's Host Community Agreement with Exelon.

Some of the information points included:

- The Town has asked the Energy Facility Siting Board to include the Host Community Agreement into its final decision.
- Exelon will pay to the Town \$15,000 for providing fire, emergency management services, police and first responder training.
- Exelon will pay to the Town the sum of \$650,000 for the purchase, acquisition, and equipping of a foam and structural firefighting appliance vehicle as well as the training of personnel.
- Exelon will provide the Town with funds to purchase a dry-chemical firefighting vehicle (payment not to exceed \$100,000)
- Exelon will provide \$50,000 to assist emergency management and preparedness.
- Exelon shall pay \$100,000 for retaining of independent, legal, environmental, noise, and other technical consultants for review of project proposals and permit applications.
- Exelon will pay \$28,000 to conduct a water analysis of the project.
- Exelon shall compensate abutters up to the amount of \$25,000 for diminution in property value.
- Exelon shall decommission and remove the facility following the end of all use and or operations at the sole cost of Exelon.
- Exelon shall contribute an annual sum of \$25,000 to the energy conservation awareness fund.
- Exelon will provide the Town with a written timetable setting forth the pre-construction, construction and completion schedule.
- Exelon shall install and maintain in-stack continuous emissions monitors in compliance with the requirement of the MASS DEP and EPA.
- Exelon shall be responsible for providing sufficient water to the facility to insure proper environmental and air quality controls are in place. They are also responsible for all costs

associated with the delivery of water to facility including but not limited to interconnections.

- Exelon shall prepare a construction management plan including activities that will generate significant noise levels which will be limited to the hours between 8:00 am and 4:00 pm Monday through Friday and Saturday between 9:00 am and 3:00 pm
- The Agreement would transfer to new owners if the facility is sold. This is a long term agreement.

Eric Las from Beals and Thomas informed all that there was a meeting with the Town of Millis on March 28, 2016 and the Board of Selectmen voted to continue negotiations with Exelon to purchase water. There has been a Drinking Water Committee formed in Millis which will make a final recommendation to the Millis Board of Selectmen.

There was a question about if emissions will be charted. It was explained that federal regulations require that this data be recorded, submitted and filed to the various agencies.

In regards to the noise, Exelon is not able to increase above 10dba decimals. If there is a change to this, that will need to be approval by the Chief of Police.

There will be a visual mitigation plan for additional buffers and screening for noise. The landscaping and signage would comply with bylaws but will not be intrusive to residents.

In relation to the traffic, the heavy truck traffic will utilize the main route which is Hartford Street in Bellingham to Summer Street. There may need to be a time when heavy equipment will need to go a different route. This will be communicated to the various entities. The traffic management plan needs to be approved by the Chief of Police and if modified or changed, it needs his approval.

The applicant did pay into an in 2014 account for leak detection. This money was used on Village and Lovering Street.

Member Tucker communicated that where there is a difference in transporting water between the Town of Millis and the Exelon site, there needs to be review that the water is treated on both sides to make sure it works together.

This will be reviewed by an engineering firm and all information will be provided to DPS Director Tom Holder.

It was suggested that language be referenced in the decision about the treatment of the water.

There was a recommendation to make sure there is a contact person appointed who can respond to any questions which arise. Exelon responded that the contact person is Jack Hughes who is the plant manager. For questions regarding the operational perspective, Tammi Sanford is the contact. The Board would like the immediate line for contacts put within the condition.

Resident, Adam Houser, 14 Little Tree Road:

Mr. Houser wanted to know about the chain of command if there is an emergency.

It was explained that the police and fire would make the immediate response and there would be a reverse 911 call to the community.

Residents were made aware that the Board will have a public hearing session to address the environmental issues which may occur.

The discussion next moved to the construction which will be taking place. The construction and operations related to heavy truck traffic shall only access the facility via Hartford Avenue in Bellingham to Summer Street unless otherwise identified in the traffic management plan. The oil truck deliveries will not be scheduled during the morning or evening rush hours. A change to the plan will need approval of the Medway Chief of Police. There will also be coordination with the Bellingham Chief of Police, Medway Director of Public Works and the Bellingham Public Works in advance of any transportation of oversized or overweight loads in connection with construction or operation of facility.

Resident, Dave Blackwell, 2 Milford St:

There was a question about what will happen if there is an ammonia spill.

There will be training of the Fire Department in all aspects. This will be discussed further during the environmental night on Tuesday, June 28, 2016.

Resident Richard Blethen, 411 Village Street.

This resident wanted to know who the public can go to on the municipal side if there is an issue.

The Town Administrator noted that the public can reach out to him and to Stephanie Mercandetti, Director of Community and Economic Development.

Adam Houser wanted to know if there is any update on the negotiations with the daycare center (on Summer Street). Exelon responded that there is no update on the negotiation and there is no resolution.

The Town Administrator responded that from the Town's perspective this is a matter between the two parties and the Town will observe from the distance.

Resident, Brian Adams, 2 Milford Street:

Mr. Adams wanted to know what safeguards are in place if Exelon does not abide by the agreement.

The Town Administrator responded that there are penalty clauses which are enforceable with the inclusion of violation which could involve legal proceedings. There is language to make sure that the Town's interests are protected.

One resident wanted to know if the air quality will be checked along with the noise.

Tammi Sanford responded that the reports are forwarded to the various Federal Agencies and there must be compliance.

Safety Officer Jeff Watson:

Safety Officer Watson explained that part of his job is to drive through the site and make sure the gate is locked. He did review the plans and traffic study which was provided. The site distance in regards to entering and exiting looks good and follows the standards. He would like to review the final plan and will provide written recommendation.

There was a question about the Rt. 109 project and the additional traffic throughout town as a result. Will that impact this site? Sergeant Watson responded that a plan will be put together to address this. He further explained that during construction, there will need to be a detail officer present to help with traffic back up. The police also have a traffic counter which records the traffic with date and time at a specific area. This can be installed if an issue develops in a specific area.

A resident communicated that her concern is about the contractors coming to the site.

The Board would like to get comments from the Fire Chief about the width of the road. BETA will reach out to the Fire Chief and will include the comments.

Exelon indicated that they have spoken with Fire Chief Lynch about the turnaround movements for the ladder truck and also the queuing areas.

The Board would like a follow-up letter from the Fire Chief about the ladder truck and turn around movements.

The Board is in receipt of a proposed schedule of the public hearings and focus topics.

Resident Charlie Myers reported that he had provided information to the DRC about ways to camouflage utilities. There are ways to look at features to come up with a way to lessen the visual impact. It was suggested to bring in one of the representatives.

Exelon indicated that they would like to make sure that all the information and timing of it is incorporated into the decision. There are specific time sensitive deadlines to be aware of.

It was indicated that the Board does not want to issue a decision until the State permit is issued. Also, the Board wants to make sure that all parties are working from the same plan especially Conservation Commission.

The focus for the meeting on Tuesday, May 24, 2016 will be stormwater and site design.

Continuation:

On a motion made by Bob Tucker and seconded by Rich Di Iulio, the Board voted to continue the public hearing for Exelon to May 24, 2016 at 7:45 pm.

The Board will adjourn the meeting but will sign the Eversource site plan.

Adjourn:


On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted to adjourn the meeting.

The meeting was adjourned at 9:12 pm.

Respectfully Submitted,


Amy Sutherland
Recording Secretary

Reviewed and edited by,


Susan E. Affleck Childs
Planning and Economic Development Board



TOWN OF MEDWAY
Planning & Economic Development Board
155 Village Street
Medway, Massachusetts 02053

RECEIVED

APR 27 2016

TOWN CLERK
Andy Rodenhusen, Chairman
Robert K. Tucker, Vice-Chairman
Thomas A. Gay, Clerk
Matthew Hayes, P.E.
Richard Di Iulio

MEMORANDUM

April 27, 2016

TO: Maryjane White, Town Clerk
Town of Medway Departments, Boards and Committees

FROM: Susy Affleck-Childs, Planning & Economic Development Coordinator

RE: **Public Hearing Continuation: 2 Marc Road – Site Plan and Special Permits**
CONTINUATION DATE: Tuesday, May 10, 2016 at 7:00 p.m.
LOCATION: Medway Town Hall – Sanford Hall, 155 Village Street

At its meeting on April 26, 2016, the Planning and Economic Development Board voted to continue the public hearing on the application of Ellen Realty Trust of Millis, MA for special permits and major site plan approval for a proposed medical marijuana cultivation and processing facility at 2 Marc Road to Tuesday, May 10, 2016 at 7:00 p.m. in Sanford Hall at Medway Town Hall, 155 Village Street.

The proposal is to construct a two story, 60,000 sq. ft. industrial facility and associated infrastructure on three parcels comprising 6.92 acres at 2 Marc Road and 19 & 21 Jayar (*Medway Assessors' Parcels 33-001, 24-015 and 24-016*) in the Industrial I zoning district. A portion of the site includes wetlands resources within the jurisdiction of the Medway Conservation Commission. The property is also located within a groundwater protection district; the northern boundary of the property is approximately 600' from a Town of Medway public water supply well. The properties are owned by Ellen Realty Trust of Millis, MA.

The applicant proposes to develop the site and construct a registered medical marijuana cultivation and processing facility. That use requires a special permit, the location requires a groundwater protection district special permit, and the overall project requires site plan review and approval. The *2 Marc Road Site Plan of Land in Medway, MA* is dated March 30, 2016 and was prepared by Merrikin Engineering, LLP of Millis, MA. Building elevations were prepared by Keenan & Kenny Architects, LTD of Falmouth, MA.

Proposed site work includes construction of the access/egress driveways, curbing, 35 off-street parking spaces, landscaping, lighting, sidewalk, installation of stormwater drainage facilities, connection to municipal sewer, and reconstruction of the privately owned portions of Jayar and Marc Roads.

The applications, proposed site plan, stormwater report, and other documents are on file with the Medway Town Clerk and at the office of the Planning and Economic Development Board at Medway Town Hall, 155 Village Street and may be reviewed during regular business hours. The applications, plans, reports and documents are also posted at the Planning and Economic Development Board's web page at: <http://www.townofmedway.org/planning-economic-development-board/pages/2-marc-road-site-plan-and-special-permits>

If Town staff have not yet reviewed the proposed development and wish to provide comments, please do so by May 5th so that we can share them with the Board and the applicant and enter them into the public record. Please contact me if you have any questions. Thanks.

Telephone: 508-533-3291 Fax: 508-321-4987
planningboard@townofmedway.org

Merrikin Engineering, LLP

Consulting Engineers

730 MAIN STREET
SUITE 2C

MILLIS, MA 02054

TELEPHONE (508) 376-8883

May 4, 2016

Medway Planning and
Economic Development Board
Town of Medway
155 Village Street
Medway, MA 02053

Ref: 2 Marc Road
Medical Marijuana Cultivation Facility

Dear Members of the Board:

I am writing to respond to various issues that were raised at the last public and to respond to comments from the Board's consultant, PGC Associates, Inc., dated April 21, 2016

Meeting Items:

1. Windows, Plantings & Security re: Department of Public Health (DPH):

Response: The Board inquired about DPH regulatory restrictions regarding plantings around the building the possible addition of windows to the front façade. 105 CMR 725.110(A)(11) states "Ensure that trees, bushes and other foliage outside of the RMD do not allow for a person or persons to conceal themselves from sight." This restricts the size, location and configurations of plantings on the site. The applicant has added a small tree to the front left corner of the building to shield the CO2 tank. We do not believe that this will be a concern for the DPH. Regarding windows, 105 CMR 725.105(L)(6) states "Marijuana, MIPs, and associated products shall not be displayed or clearly visible to a person from the exterior of the RMD." In addition, the applicant's attorney, Valerio Romano, has been involved in several DPH Architectural and Security reviews for other RMD facilities and has found that the DPH has significant concerns about easy access points to the building. For example, they have required other applicants to block up unused doors. Notwithstanding, the applicant has found opportunities to add windows along the front façade in the office spaces. We believe that the DPH will find this acceptable.

2. Rendering Update:

Response: The rendering (Attachment A) has been updated to add a colored banding across the front façade to break-up the massing of the building, the aforementioned windows in the front offices, the CO2 tank, and the aforementioned tree.

3. Signage:

Response: A sign detail is included as Attachment B and consists of a freestanding sign to be located in the landscape strip at the front of the building.

4. Site Lighting:

Response: Included in Attachment C are cut sheets for the proposed building-mounted wall packs and parking lot pole-mounted light fixtures. Also attached is a photometrics analysis.

5. Water & Wastewater Summary:

Response: Included in Attachment D is a water and wastewater summary from the building mechanical design firm, which addresses water usage and wastewater treatment techniques.

6. Odor Control:

Response: Included in Attachment D is an odor control summary prepared by the building mechanical design firm.

7. Operating Hours:

Response: As noted by PCG at the hearing, the bylaw restricts operating hours for any RMD to 8:00 am to 8:00 pm. These are not ideal operating hours and as indicated in our submission, the applicant prefers to operate from 7:00 am to 7:00 pm. We understand the restriction imposed by the bylaw. The applicant respectfully requests that the Board consider a zoning amendment eliminating or changing the operating hour limitation for RMD cultivation facilities.

8. Existing Catch Basin along Street Frontage:

Response: The Board suggested that the existing street catch basin that lies on the subject property be revised and reconfigured by providing a curb inlet at the edge of the travelled way. We will include that revision on our next site plan submission.

PGC Comments: We offer the following responses for the Board's consideration.

1. Comment: *The proposed facility to cultivate, process and package marijuana for medical purposes appears to qualify as a Registered Marijuana Dispensary (RMD) under Section 8.9 of the Zoning Bylaw. However, the use only qualifies if it is a non-profit entity registered with the Massachusetts Department of Public Health (DPH). No information (other than its name) on a non-profit entity or documentation of being registered by DPH has been submitted.*

Response: CommCan, Inc. is a non-profit entity in the process of obtaining a license from the DPH for the proposed cultivation facility. Information about the company and its principals are included in Attachment F.

2. *Comment: The property is located within the Industrial 1 district, which is an eligible location for an RMD.*

Response: No comment required.

3. *Comment: The lot and proposed building meet dimensional requirements including minimum area, lot width, setbacks and lot coverage. The building height is not indicated. It is a 2-story building with flat roof and should meet the maximum height of 40 feet (and a note states it will be less than 40') but it needs to be documented.*

Response: The building height (as defined in the bylaw) is 34 feet and will be noted on the next revised site plan.

4. *Comment: The applicant proposes 35 parking spaces and indicates the facility will have about 30 employees. There is no specified parking requirement for this use. Section 7.1 D states that the Building Inspector shall specify the number for uses not specifically listed. I suggest that the applicant request that the Building Inspector make a determination on this. For comparison purposes, manufacturing and warehouse/distribution facilities each require 1 space per 2 employees plus 1 per 1000 net square feet. In this case, that would be 15 (for 30 employees) plus 60 (for 60,000 square feet) for a total of 75 (actually slightly less when "net square feet" is determined. It should also be noted a potential future building expansion is indicated on the plans but no corresponding additional parking spaces are indicated.*

Response: The prospective employee count of 30 is based on future full usage of the building. Since this is not a dispensary, there is no need for any appreciable number of visitor spaces. The applicant believes the proposed 35 spaces are adequate. Should more be needed in the future, there is ample room on the easterly portion of the site to add more parking in the future. We have consulted with the Building Commissioner to request his determination of the required number of parking spaces and are awaiting his response.

5. *Comment: Dimensions of parking spaces are not provided (other than for the handicapped spaces).*

Response: Layout Note 1 on sheet 3 notes that all parking spaces are proposed to be 9' wide x 18' deep except for handicap spaces.

6. *Comment: Section 7.1 G states that parking spaces shall be located behind or beside buildings unless no reasonable alternative exists. The parking is located in front of the building. No rationale is provided as why no reasonable alternative is provided.*

Response: Parking is provided in the front of the building for security reasons. Access to facilities such as these should be from areas in full view of the street.

7. *Comment: Section 7.1 I states that at least 1 bicycle space shall be provided for every 20 motor vehicle spaces. If the proposed 35 spaces are approved, there should be provision for secure storage of at least 2 bicycles.*

Response: A proposed bike rack will be added on a concrete pad to the immediate right of the entrance walkway within the landscape island. This will be depicted on the next revised site plan.

8. *Comment: Section 7.1 J provides the PEDB authority to reduce the required number of spaces up to 30% of the number specified in Table 3 based on specific circumstances and supported by a parking analysis prepared by a registered professional engineer. It is not clear that this would apply to a use*

not listed in Table 3 and for which a number is determined by the Building Inspector. Since the Building Inspectors that number would be based on his determination of the specific need of a use in a particular location, my understanding of this provision is that the PEDB would not have the authority to reduce that number.

Response: We have consulted with the Building Commissioner to request his determination of the required number of parking spaces and are awaiting his response.

9. *Comment: No photometric plan or any information on lighting has been provided.*

Response: Please refer to Attachment C.

10. *Comment: The plans indicate a location for a freestanding sign at the vehicular entrance to the site but no other details have been provided.*

Response: Please refer to Attachment B.

11. *Comment: As proposed, the dispensary would be in a standalone building with no doctor's offices or other uses.*

Response: That is correct, although it should be noted that there will be no on-site dispensing as this is a cultivation facility.

12. *Comment: The facility is proposed to operate 12 hours per day. The hours are not specified, but it could comply with zoning by operating between 8:00 AM and 8:00 PM.*

Response: See comment above. The applicant can operate from 8-8 but would prefer other hours and requests that the Board consider a Zoning Amendment to eliminate hour restrictions for a cultivation facility.

13. *Comment: The facility does not appear to be located within 500 feet of any of the uses listed in Section 8.9 E. 5. The uses within 500 feet should be documented by the applicant.*

Response: No comment needed.

14. *Comment: No drive-through service is proposed (and no public service of any kind is proposed).*

Response: No comment needed.

15. *Comment: Section 8.9 F specifies required signage as well as prohibited signage. It is not clear that the required signage (i.e. notice that a registration card issued by DPH is required) is applicable to a cultivation-only facility that does not sell directly to the public. It is also not clear whether the prohibitions comply with the Reed v. Gilbert U.S. Supreme Court decision.*

Response: We respectfully submit that since there will be no on-site dispensing, the notice regarding a registration card is not applicable. Signage is proposed as a single freestanding sign shown in Attachment B.

16. *Comment: Section 8.9 G requires the contact information for management staff and key holders. This has not yet been provided.*

Response: Please refer to Attachment F for information regarding CommCan, Inc. Otherwise, the facility has not yet been staffed. We suggest a condition of approval that the applicant submit the information required in Section 8.9.G prior to the facility opening for operation.

17. Comment: Section 8.9 H prohibits the creation of nuisances to abutters. The application states that the facility will be constructed and operated in strict compliance with DPH regulations.

Response: No comment needed.

18. Comment: The proposed facility complies with the openness of premises requirements of Section 8.9 I since it is not open to the public and all operations are within the restricted building.

Response: No comment needed.

19. Comment: Section 8.9 K. 4 requires the name and address of each owner of the "facility." The owner of the property and proposed building have been provided, but not the owners of the RMD facility. Copies of required licenses and permits issued by the Commonwealth have not been provided. Individual names of owners, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities are required to be part of the special permit application.

Response: CommCan, Inc. will be the tenant and owner of the cultivation facility. Their information is included in Attachment F.

20. Comment: Proposed security measures including lighting, fencing, gates and alarms have not been identified.

Response: Refer to Attachment G for CommCan Inc.'s Security Systems and Operational Plan. Please disregard any discussion of a dispensary since this facility will not include on-site dispensing of product. Note that specific provisions of the facility's security plan will be shared with the Police Department but are not submitted to the Planning Board because to do so, would make them available to the public, which would decrease the effectiveness of the plan.

21. Comment: A copy of the policies/procedures for the transfer, acquisition, or sale of medical marijuana between approved RMD's have not been provided.

Response: Refer to Attachment G for CommCan Inc.'s Security Systems and Operational Plan. Please disregard any discussion of a dispensary since this facility will not include on-site dispensing of product.

22. Comment: New construction is a permitted use, subject to restrictions, within the Groundwater Protection District.

Response: No comment needed.

23. Comment: Storage of hazardous materials is prohibited unless in a free standing container within a building. The applicant has provided a list of hazardous materials that will be used in the facility and states that all storage and use will be contained within the building. Any accidental spillage will also be contained within the building and any that enters the sewer system will be treated prior to being discharged to the municipal sewer system.

Response: No comment needed.

24. Comment: Similarly, commercial fertilizers will be used but all storage and use will be contained within the building.

Response: No comment needed.

25. *Comment: Handling toxic or hazardous materials greater than normal household use is prohibited unless a special permit is granted based on assurances that specific measures will be implemented to prevent contamination of groundwater. Since all use of hazardous materials is contained within the building and the risk of spillage during deliveries is low, the facility should qualify for a special permit. Provision within the stormwater management system should be made to prevent any accidental outdoor spillage from reaching groundwater.*

Response: The O&M plan included in the stormwater report includes emergency provision for events of accidental outdoor spillage.

26. *Comment: Water control devices are prohibited unless they can be shown to prevent adverse impacts on groundwater. The stormwater management plans are being reviewed by the Town's Consulting Engineer to ensure that no adverse impacts will result.*

Response: No response needed.

27. *Comment: Rendering impervious more than 15% or 2500 square feet is subject to a special permit and requires a system for groundwater recharge that does not degrade groundwater quality. Again, the stormwater management system is being reviewed by the Town's Consulting Engineer to ensure compliance with this requirement.*

Response: No response needed.

28. *Comment: Section 5.6 F requires consultation with the Board of Health, Conservation Commission, Water and Sewer Commission, and Department of Public Services to ensure that no adverse impacts on the quality or quantity of water available within the Groundwater Protection District, and that substantial disturbance of the soils, topography, drainage, vegetation and other characteristics. The site is currently cleared and used for storing and processing earth materials and has no current drainage system. Subject to review by the Town's Consulting Engineer, the proposed development should reduce impacts on those features.*

Response: No response needed.

29. *Comment: Three waivers are requested to not require a traffic study, a landscape inventory and a landscape architect to design the landscape plan. All three are reasonable. The facility is not open to the public, is located within an existing industrial park and will not generate a significant amount of traffic. The site is largely cleared and devoid of vegetation, and DPH regulations limit the types of plantings that are allowed in the vicinity of an RMD.*

Response: No response needed.

30. *Comment: Section 204-3 A. 6 requires a cost estimate of all improvements as part of the Project Description. This was not provided.*

Response: We will provide this under separate cover.

31. *Comment: Section 204-5 B.1 requires a Site Context sheet indicating features within 2000 feet of the perimeter of the site. This was not provided.*

Response: We will include this on the next revised site plan.

32. *Comment: Section 204-5 D requires color renderings showing the totality of the site. The proposed sign is not shown and the rendering indicates a landscaped island with a tree while the plans show only painted islands in the parking lot.*

Response: The rendering has been updated to reflect the proposed conditions (Attachment A).

33. *Comment: Section 204-5 also requires a signage plan. As noted above, only a sign location is shown with no other details.*

Response: Attachment B includes details of the one proposed sign at the front of the site.

34. *Comment: Section 204-5 D also requires a lighting plan. No information on lighting has been provided.*

Response: Attachment C includes site lighting information. The light fixtures will be added to the site plan on the next revision.

35. *Comment: Section 205-2 provides design standards. The Design Review Committee will review the design features. In general, the design does not adhere to the new Design Review Guidelines, but it is also not out of line with other buildings within the industrial park*

Response: We met with the Design Review Committee on May 2nd and believe they will be submitting a letter to the Board.

36. *Comment: Section 205-6 H requires vertical granite curbing around the perimeter of parking lots. Cape Cod berm is proposed and no waiver is requested.*

Response: The regulation requires vertical granite curb or "similar type of edge treatment." We would suggest that cape cod berm, being an alternate type of curb, complies with the regulation. We will, however, ask the Board to consider this as a request for this additional waiver if it is deemed necessary. Refer to Attachment H for the waiver request form.

37. *Comment: Section 205-9 provides standards for trees and landscaping. DPH regulations restrict the amount of landscaping permitted. Parking lots are required to have 1 tree per 6 spaces. In this instance, 6 trees are required. Seven trees are provided around the perimeter of the access drives and parking lot, but only 2 provide shade to parking spaces as required.*

Response: The next revised site plan will include revised tree locations that will seek to meet this requirement, although it may not be possible given DPH regulations.

Do not hesitate to contact me if you have any questions or comments.

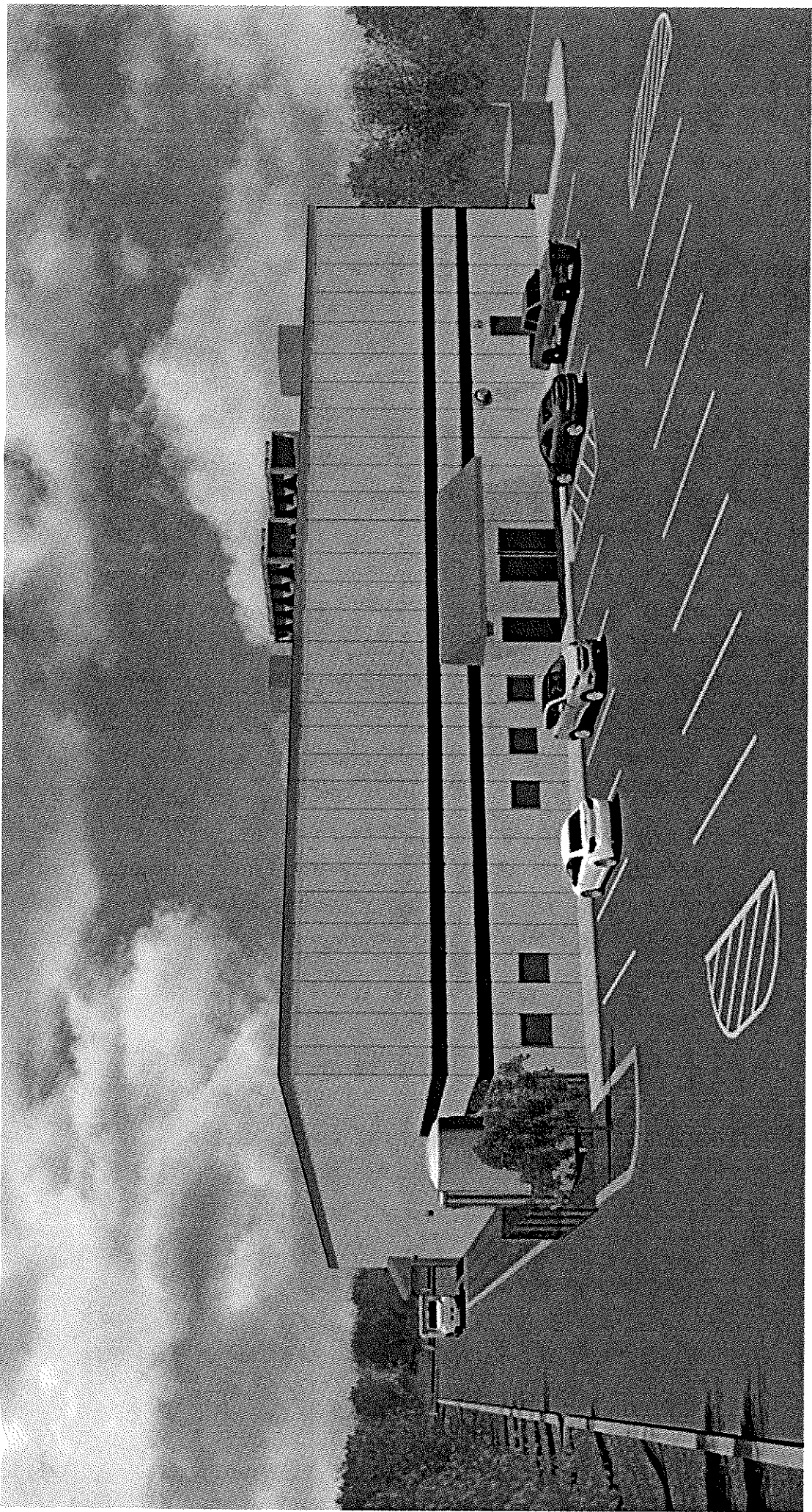
Sincerely,

Daniel J. Merrikin P.E.

CC: File

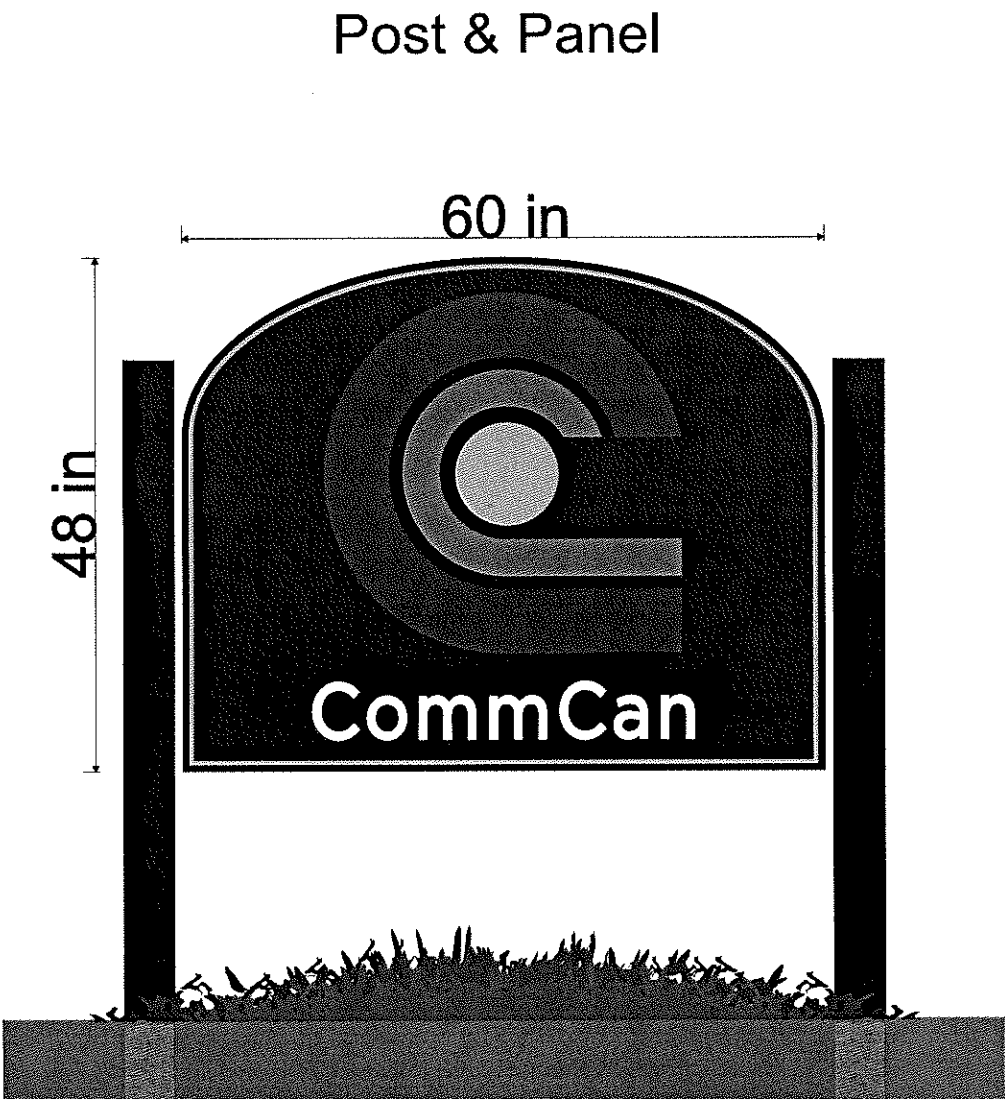
ATTACHMENT A

Revised Rendering



ATTACHMENT B

Freestanding Sign Detail



Post & Panel

60 in

48 in

WALPOLE Signarama

The way to grow your business.

458 High Plain St. Intersection Rts 1 & 27
Walpole, MA 02081

508-660-1231
signaramawalpole.com
sales@signarama-walpole.com



- Proof colors may vary from monitors & actual sign materials.
- A pdf proof is not a correct representation of printer output color.
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PROOF 1	PROOF 2	PROOF 3	PROOF 4	PROOF 5
FREE	FREE	\$20.00	\$25.00	\$30.00

This proof is for conceptual use - actual sizes / colors / proportions may slightly vary.

CLIENT APPROVAL

- Client signature ensures all spellings & specifications for signage are correct.
- All errors are your responsibility once final approval is received.
- Additional charges apply if you wish to make changes once artwork has been printed, fabricated and/or installed.

Customer: Commcan

Date:

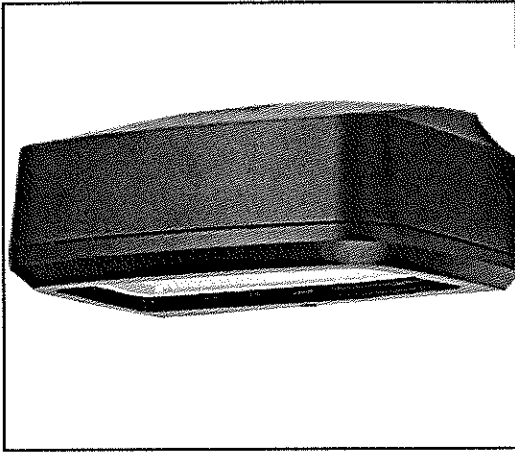
Approved By:

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ATTACHMENT C

Site Lighting Cut Sheets & Photometrics

LED WALL SCNCE (PWM)



DOE LIGHTING FACTS

Department of Energy has verified representative product test data and results in accordance with its Lighting Facts Program. Visit www.lightingfacts.com for specific catalog strings.

LIGHT OUTPUT - PWM

Distribution/Lumens (Nominal)			
	Type S	Watts	
Cool White	LW	1400	15
	HO	5200	56
Neutral White	LW	1300	15
	HO	4900	56

LED Chips are frequently updated therefore values may increase.

US & Int'l. patents pending

ENERGY SAVING CONTROL OPTIONS – DIM – 0-10 volt dimming enabled with controls by others.

EXPECTED LIFE - Minimum 60,000 hours to 100,000 hours depending upon the ambient temperature of the installation location. See LSI web site for specific guidance.

LEDS - Available with select high-brightness LEDs in Cool White (5000K) or Neutral White (4000K) color temperature, 70 CRI.

DISTRIBUTION/PERFORMANCE - Type S (Standard Symmetric). Exceptional uniformity creates bright environment at lower light levels.

HOUSING - One-piece die-cast aluminum housing is smoothly contoured rectangular shape. Mounting hardware is stainless steel or electro-zinc plated steel. Housing and optical unit are sealed with extruded silicone gasket; supply conductors with molded EPDM bushing.

OPTICAL UNIT - Clear tempered optical-grade flat glass lens sealed to the aluminum optic housing creates an IP65 rated unit. Pressure stabilizing breather allows super-tight protection while preventing cycling from building up internal pressures and vacuums that can stress optical unit seals.

WALL MOUNTING - Galvanized-steel universal wall mounting plate easily mounts directly to 4" octagonal or square junction box. EPDM gasket is supplied to be installed between mounting plate and junction box, sealing junction box from entrance of water. Universal plate permits fixture to be mounted in uplighting (indoor only) or downlighting position.

POLE MOUNTING - XPMa (for square) or XPMAR (for round) allows mounting to poles in single and D180 configurations. Use with 3" reduced drilling pattern.

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (50/60Hz input) or 347-480VAC.

DRIVER - Available in Low Wattage (LW) and High Output (HO) drive currents (Drive currents are factory programmed). Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver can be easily accessed and removed. Optional 0-10V dimming available with controls by others.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F)

FINISH - Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

SHIPPING WEIGHT (in carton) - 27 lbs./12.2Kg

LISTING - UL listed to ANSI/UL1598, UL8750 and other U.S. and international safety standards. Suitable for wet locations in downlight position. For a list of the specific products in this series that are DLC listed, please consult the LED Lighting section of our website or the Design Lights website at www.designlights.org.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.



Project Name _____ Fixture Type _____

Catalog # _____

10/21/15

© 2015

LSI INDUSTRIES INC.

LED WALL SCONCE (PWM)

LUMINAIRE ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **PWM S LED HO CW UE WHT PCI 120**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Optional Controls	Optional Sensor/Options
PWM - LED Wall Sconce	S - Standard Symmetrical	LED	LW - Low Watt HO - High Output	CW - Cool White (5000K) NW - Neutral White (4000K)	UE - Universal Voltage (120-277) 347-480 120'	BLK - Black BRZ - Bronze GPT - Graphite MSV - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White	Wireless Control System^{2,3} (blank) - None PCM - Platinum Control System PCMH - Host/Satellite Platinum Control System GCM - Gold Control System GCMH - Host/Satellite Gold Control System DIM - 0-10 volt dimming (required for satellite fixtures) Stand-Alone Control (blank) - None DIM - 0-10 volt dimming (from external signal)	Sensor PCI120 - 120V Button-Type Photocell PCI208 - 208V Button-Type Photocell PCI240 - 240V Button-Type Photocell PCI277 - 277V Button-Type Photocell PCI347 - 347V Button-Type Photocell Options XPM - Pole Mounting Adaptor w/ Fixture Back Plate for Use with Square Poles ⁴ XPMAR4 - Pole Mounting Adaptor w/ Fixture Back Plate for Use with 4" O.D. Round Poles ⁴ XPMAR5 - Pole Mounting Adaptor w/ Fixture Back Plate for Use with 5" O.D. Round Poles ⁴

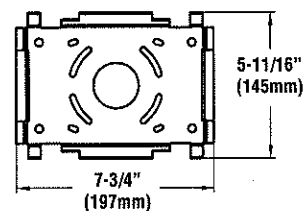
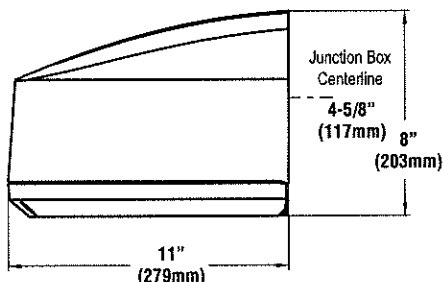
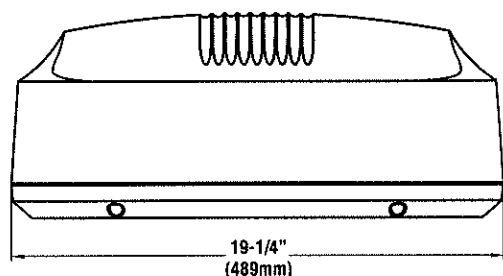
ACCESSORY ORDERING INFORMATION² (Accessories are field installed)

Description	Order Number	Description	Order Number
PWM Polycarbonate Shield	244657	DFK208, 240 - Double Fusing	DFK208,240 ⁵
PWM SW BLK - Surface Wiring Box (Available in black only)	356915BLK	DFK480 - Double Fusing	DFK480 ⁵
FK120 - Single Fusing	FK120 ⁵	FK347 - Single Fusing	FK347 ⁵

FOOTNOTES:

- 1- On Low Watt (LW) drive current, 120V only is DLC qualified. Specify 120 in place of UE.
- 2- For wireless controls information and accessories, see Controls section.
- 3- Requires a SiteManager and override switch.
- 4- Designed with 3" reduced drilling pattern. For S or D180 mounting configuration only.
- 5- Fusing to be installed in a compatible junction box supplied by contractor.

DIMENSIONS



Universal Mounting Plate



Project Name _____ Fixture Type _____
Catalog # _____

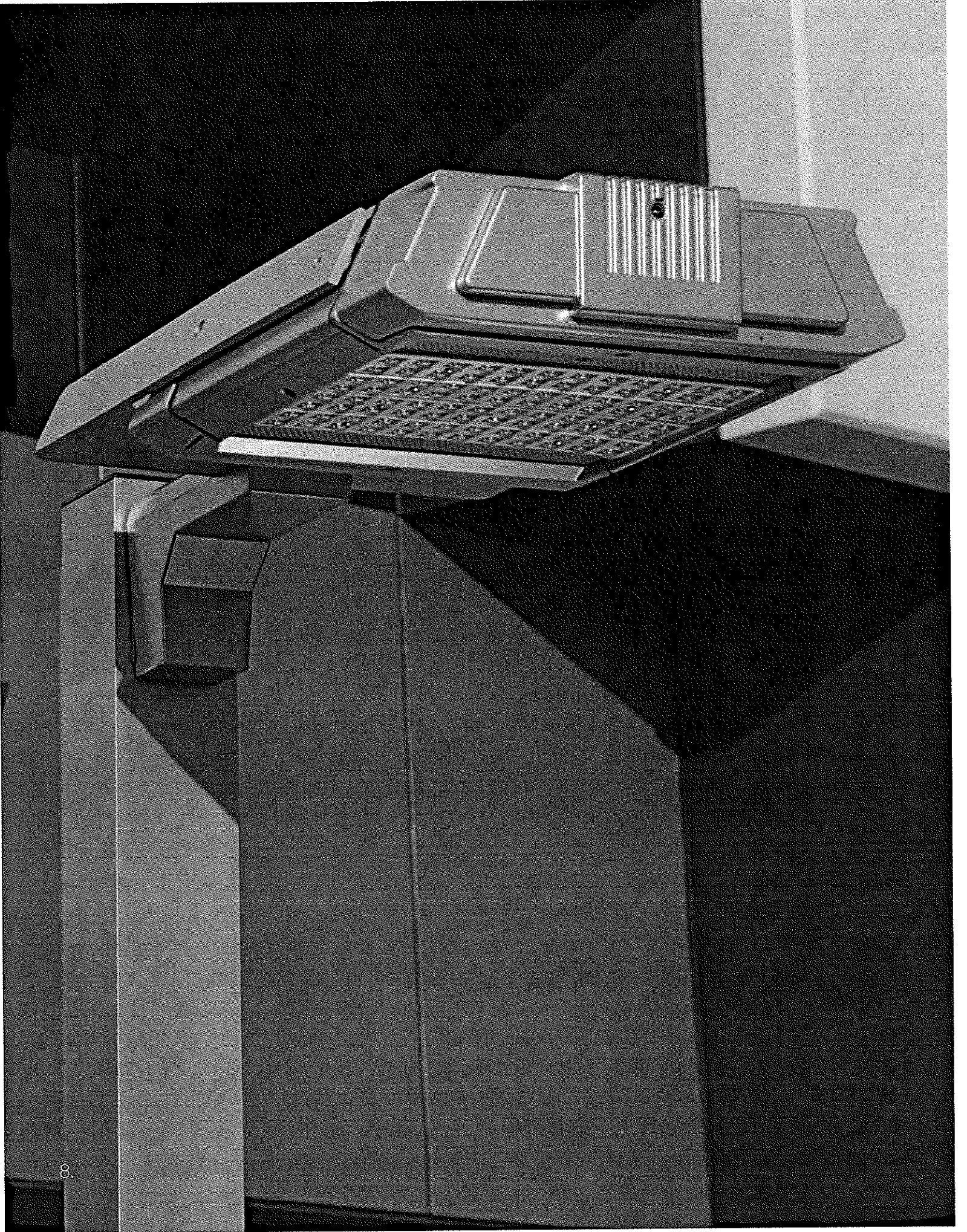
10/21/15
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LSI INDUSTRIES INC.



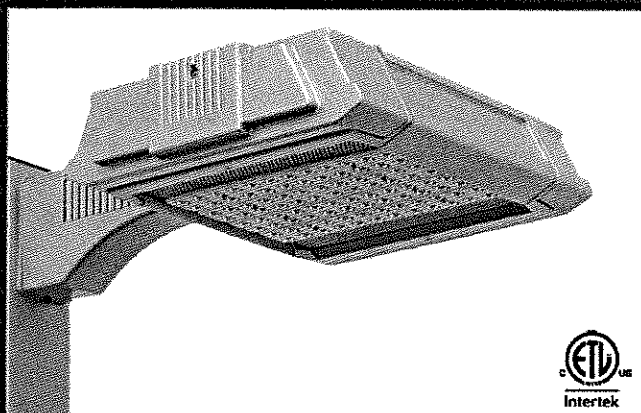
ElementTM II

LED Luminaire

 **VISIONAIRE LIGHTING**
Performance In A Whole New Light

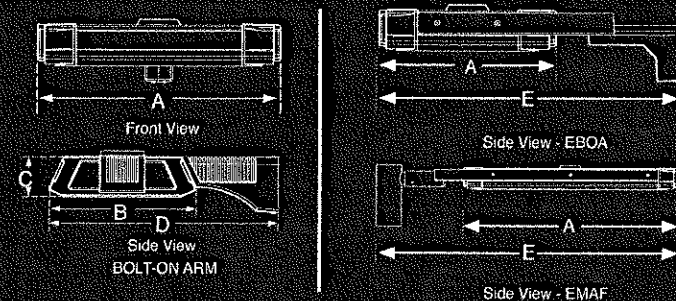


5 Loaded With Specs

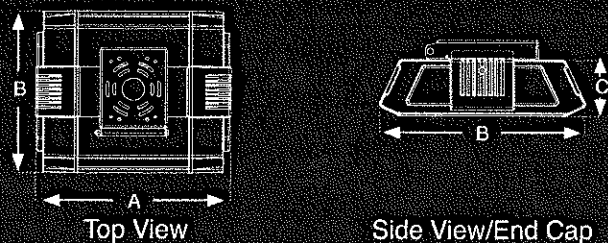


Fixture	A	B	C	D	E	Max. LEDs	Lbs
EL2-S	14"	14½"	4"	21½"	n/a	72	30
EL2-1	18"	14½"	4"	21½"	38"	96	34
EL2-2	24"	14½"	4"	21½"	42"	144	38
EL2-3	28"	14½"	4"	21½"	28½"	144	41
EL2-4	32"	14½"	4"	21½"	32½"	192	62
EL2-5	38"	14½"	4"	21½"	48½"	288	68

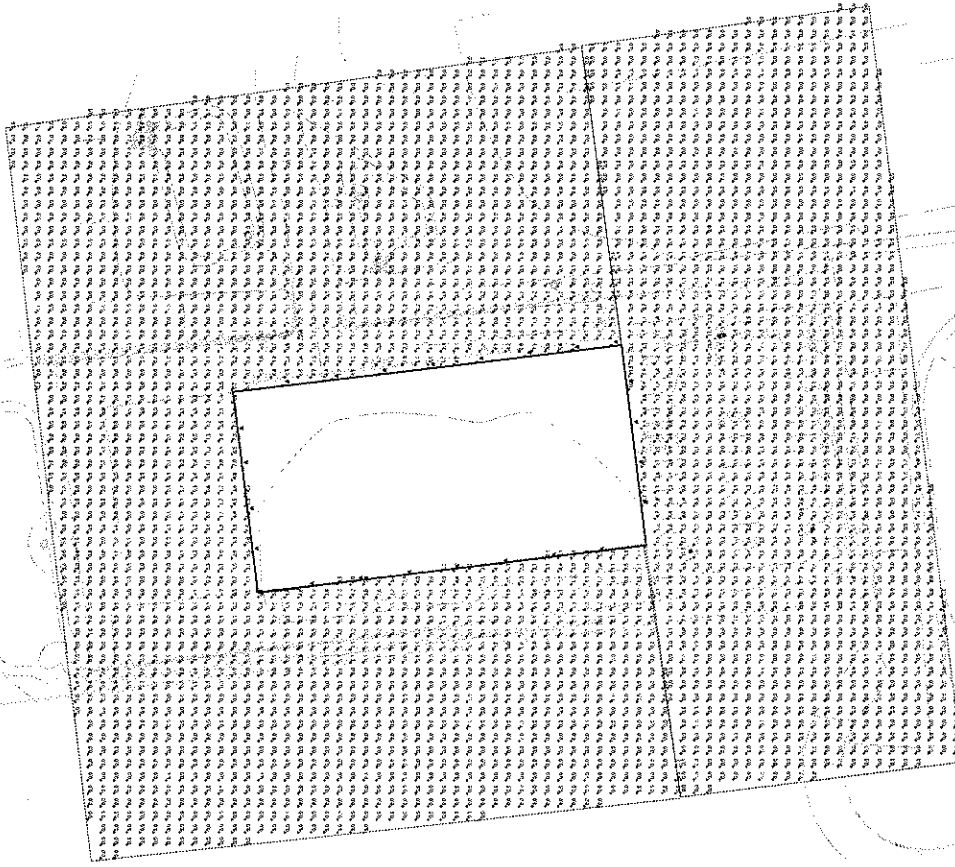
Area



Garage/Canopy



Model	Optics	Source	Milliamps	Kelvin	Voltage	Mounting	Finish	Options
EL2-S	Type I (T1)	# of LEDs 24 (24LC) 48 (48LC) 72 (72LC)	mA 350 530 350 n/a (3) (5)	4000K *Neutral white (4K) 5500K *Cool white (55K)	120-277 *Universal voltage (UNV) 480 (5) 347 (8)	Bolt-On Arm (BOA) Wall Mount *Includes Cast Wall Plate (WM) Knuckle Mount *Slips over 2 3/8" Tenon with adjustable increments of 10" (KM) Mast Arm Fitter (MAF) Ceiling Mount (CM) Pendant Mount *Specify pendant length (PM) End Mount Bolt-On (EBOA) End Mount *Requires 2-3/8" horizontal tenon (EMAF)	White (WH) Bronze (BZ) Black (BK) Grey (GY) Silver Metallic (SL) Custom Color (CC)	0-10v Dimming Driver No Controls (DIM) Photocell & Receptacle *Specify voltage (PCR120) (PCR208) (PCR240) (PCR277) Photo Receptacle (PER) *With shoring cap Button Type Photocell *Specify voltage (PC120) (PC208) (PC240) (PC277) Round Pole Plate Adaptor For 4"Ø Pole (RPP4) For 5"Ø Pole (RPP5) Element Conduit Box (ECB) Cutoff Louver System (CLS) Vandal Resistant Shield (VRS) Dual Circuit (DC) Motion Sensor (MS) 10KV Surge Protector (10KV)
EL2-1	Type II (T2)	24 (24LC) 48 (48LC) 72 (72LC) 96 (96LC)	350 530 350 530 350 530 350 530					
EL2-2	Type II-R (T2R)	120 (120LC) 144 (144LC)	350 350					
EL2-3	Type III (T3)	120 (120LC) 144 (144LC)	530 530					
EL2-4	Type IV (T4)	168 (168LC) 192 (192LC)	350 530 350 530					
EL2-5	Type V (T5)	216 (216LC) 240 (240LC) 264 (264LC) 288 (288LC)	350 350 350 350					



Statistics

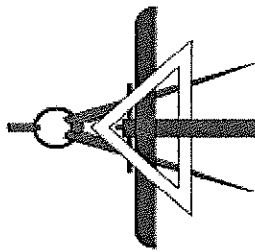
Category	Symbol	Aug	Max	Avg/Min	Avg/Max	Min
Building Lighting	+	0.2 f/c	8.8 f/c	N/A	0.01	0.0 f/c
Parking Lot Lighting	+	0.6 f/c	21.1 f/c	N/A	0.01	0.0 f/c

Category	Symbol	Aug	Max	Avg/Min	Avg/Max	Min
Building Lighting	+	0.2 f/c	8.8 f/c	N/A	0.01	0.0 f/c
Parking Lot Lighting	+	0.6 f/c	21.1 f/c	N/A	0.01	0.0 f/c

Drawn by: J. J. J.
Date: 10/1/10

ATTACHMENT D

Water & Wastewater Summary



CSI ENGINEERING

HVAC • ELECTRICAL • PLUMBING • FIRE PROTECTION

May 03, 2016

Medway Cultivation Facility
2 Marc Road Medway, MA
Water & Wastewater Systems

Re: Water and Wastewater Management Narrative:

Water Facilities:

Water supply to the building is proposed to come from two separate sources. All domestic use (all systems except irrigation, including bathrooms, kitchen, etc.) will be provided by a connection to the municipal water supply system in Marc Road and protected through an approved reduced pressure backflow preventer per *248 CMR 10.14 table 8*. Based on an expected maximum employee count of 30 and the commercial kitchen, domestic water consumption is expected to range between 1,000 and 1,500 gallons per day.

A large portion of the building will be dedicated to growing plants, which require regular irrigation. Irrigation water will be supplied by an on-site well that has already been installed. The well will provide make-up water into an irrigation room inside the building. The make-up water will be protected through an approved backflow preventer per *248 CMR 10.14 table 8*, and feed indirectly into a large fresh water holding tank. A completely separate and dedicated irrigation piping and plumbing system will be constructed to irrigate the grow rooms as described below. This irrigation piping system within the facility will not be connected in any way to the domestic water supply system. Thus, there will be no cross-connection potential. Irrigation water consumption is expected to range between 2,000 and 3,000 gpd at the facility's full capacity.

Sewage Facilities:

The proposed facility will discharge all wastewater to the municipal sewer system located at the site frontage in Marc Road. Domestic discharge is expected to range between 1,000 and 1,500 gpd including the Title V flow rates for 30 employees (15 gpd per employee) and an estimated amount from the commercial kitchen activities. An exterior grease trap has been provided for the kitchen waste lines.

The facility will utilize a large centralized Irrigation system designed by Urban-Gro that distributes and recycles nutrient rich irrigation water for the cultivation process. An estimate 200-300 gallons per day of waste irrigation water will discharge to the sewer system (10%) of the irrigation usage.

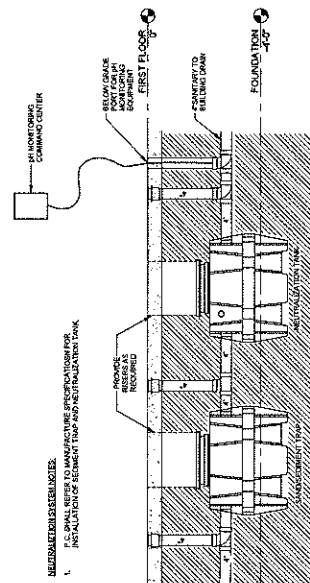
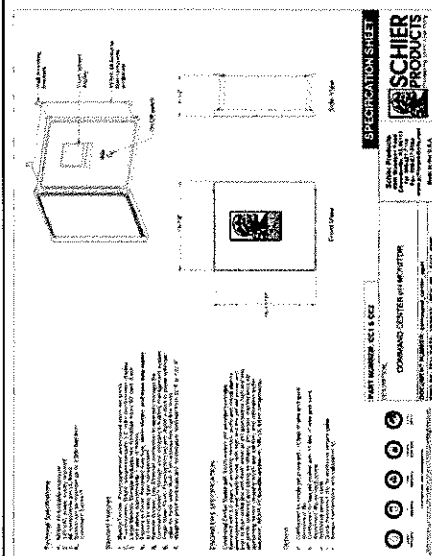
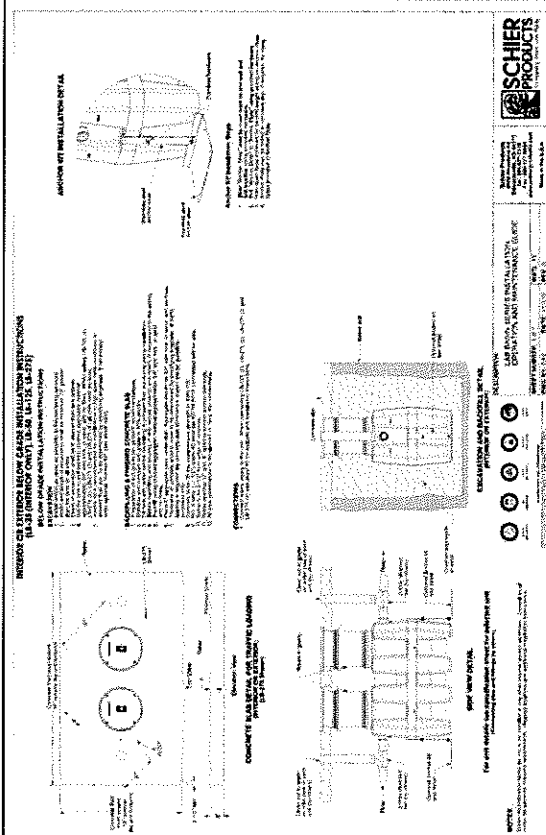
The irrigation system is comprised of a centralized plant that produces the nutrient rich water and feeds, through distribution piping, to all the grow rooms in the. All nutrient water not absorbed through the process recycles back to the centralized Argo system through a waste water return system. The waste water is contained in the *Bio-Digester* that neutralizes the waste water to an approved pH level. The neutralized waste water is then distributed to a waste water tank that drains to the building main drain.

All wastewater used during the cultivation process, that isn't recycled back to the *Bio-Digester*, will be introduced to either through a floor drain or work sink in each grow room. All such waste water will be treated through a means of a centralized recessed large capacity neutralization tank. All wastewater will be intercepted and neutralized prior to being introduced to the sanitary sewer system in accordance with 248 CMR 10.13 (*Piping and treatment of Special Hazardous Wastes*) and all local rules and regulations.

All associated equipment and components used for the diluting of the wastewater will be regularly monitored and maintained to ensure acceptable pH levels of all wastewater. Information on these treatment systems are attached to this letter.

With respect to regulatory requirements regarding sewer discharge, the applicant has consulted with MassDEP. The proposed facility is considered an "Industrial User" (with an SIC code of 2833 [medicinal chemicals and botanical products] or 2834 [pharmaceutical preparation] pursuant to 314 CMR 7.17. Because the Charles River Pollution Control District (CRPCD) has an approved Industrial Pretreatment Program (IPP), permitting requirements fall under 314 CMR 7.05(f), which provides that no permit is required provided that local approval is obtained and provided that the discharge complies with 314 CMR 12.000 (Operation, Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers).

With respect to metering sewage discharge, given that a portion of the sewage (irrigation wastewater) will not be generated by the domestic municipal water supply, sewer discharge cannot reliably be metered on the domestic water meter. As such, the applicant proposes to install a dedicated sewer meter. A smart packaged monitoring system will be provided by Mace water monitoring solutions. The system will be comprised of a main panel, sensors installed on outlet piping and software for remote reading capabilities. Information on the monitoring system is attached to this letter.



NEUTRALIZATION TANK & SEDIMENT TRAP DETAIL

SPECIFICATIONS (LB-125)

1. 4" inlet and outlet connections, 2" vent connection.
2. Liquid holding capacity: 125 Gallons
3. Unit weight w/std. cover: 130 Pounds
4. 2,000 lb. load rated, bolted, gas/water tight composite covers.
5. Maximum operating temperature 190 °F continuous.

NOTES

1. For gravity drainage applications only.
2. Do not use for pressure applications.
3. 3/8" thick seamless high density polyethylene walls.
3. Unit supplied with built-in adapter for up to 6" of adjustability. Additional riser(s) available for deeper burial depth.
4. Cover placement allows full access to tank for proper maintenance.
5. Narrow footprint allows clearance through doorways and down stairwells.
6. Engineered inlet diffuser is removable to inspect/clean piping.
7. For on-the-floor or buried applications.

DIFFUSION FLOW TECHNOLOGY

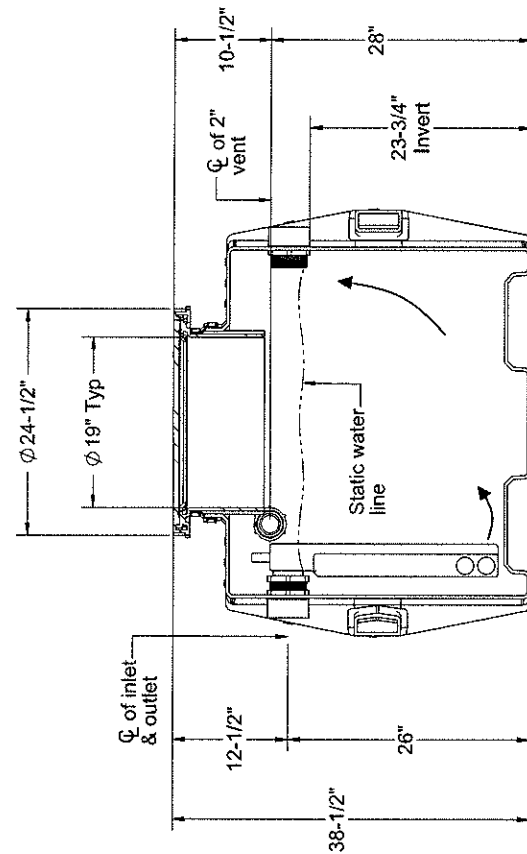
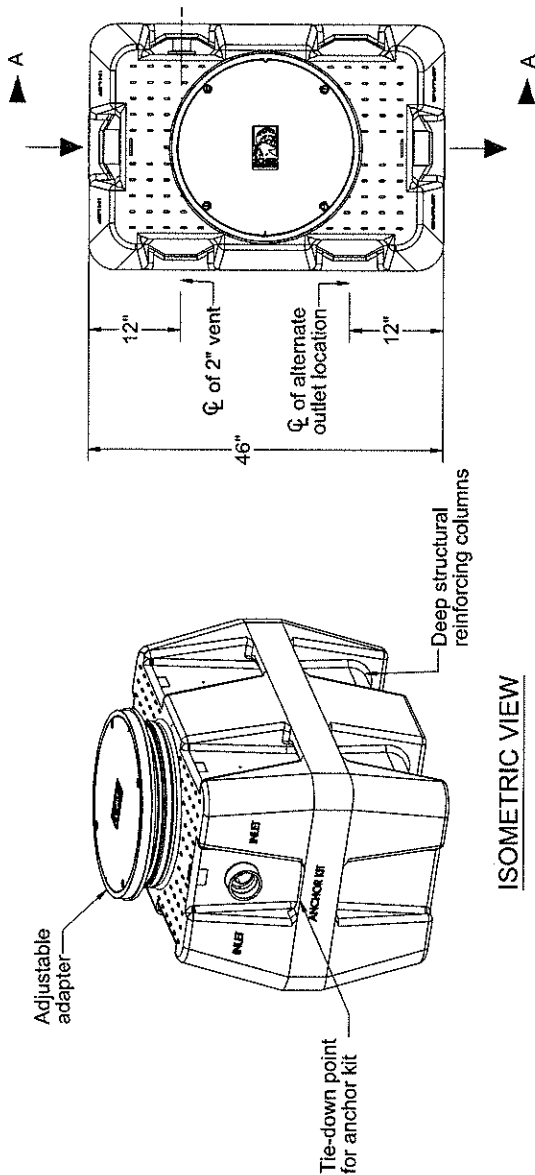
The inlet diffuser splits incoming effluent into two paths that utilize the entire liquid volume of the tank for efficient distribution of waste water. This distribution creates a extended flow path for better neutralization than traditional cylindrical tanks.

ENGINEER SPECIFICATION GUIDE

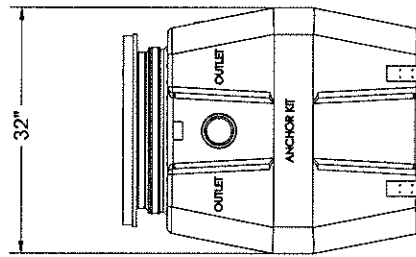
Schier Lab Basin™ neutralization tank model # shall be lifetime guaranteed and Made in USA of seamless, rotationally-molded High Density Polyethylene with minimum 3/8" uniform wall thickness. Tank shall be furnished with inlets, outlets, vents, cover, riser system, monitoring equipment and other modifications per jobsite-specific conditions and per engineer's specification.

OPTIONS:

- Teleglide field adjustable risers for extending covers to grade
- Plain end connections available in 1-1/2", 2", 3", 4" and 6" pipe size
- Male pipe thread connections available in 2", 3" and 4" pipe size.
- Flanged pipe connections available in 1-1/2", 2", 3", 4" and 6" pipe size
- 90%+ calcium carbonate limestone
- High water anchor kit (set of 2)
- Highway rated bolted composite cover



TOP VIEW



PART NUMBER: LB-125

DESCRIPTION:

LAB BASIN SERIES POLYETHYLENE
CHEMICAL WASTE TANK 125 GALLON
LIQUID HOLDING CAPACITY

Schier Products
9500 Woodend Road
Edwardsville, KS 66111
Tel: 800-827-7119
Fax: 800-827-9664
www.schierproducts.com



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PROPRIETARY AND CONFIDENTIAL

Made in the U.S.A.

DWG BY: TEU DATE: 1/3/12 REV: 1 - 4/9/12 MATL: PE

SPECIFICATIONS

1. 4" inlet/outlets Sch. 40, (No-Hub)
2. Liquid capacity: 125 Gallons
3. Solids capacity: 70 Gallons
4. Unit weight w/std. covers: 123 lbs
5. 16,000 lb. load rated, bolted, gas/water tight composite covers.
6. Maximum operating temperature 190 °F continuous.

NOTES

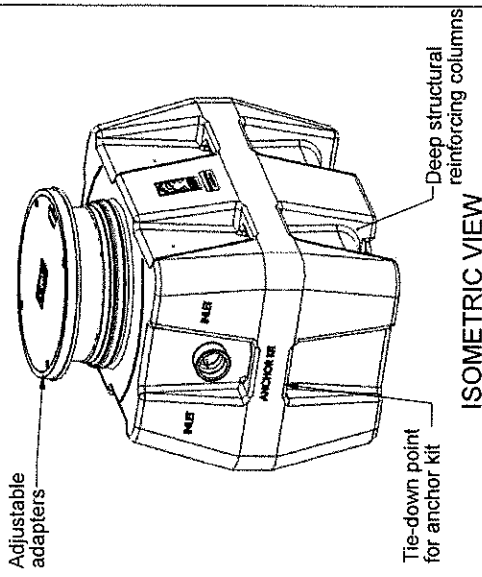
1. For gravity drainage applications only. Do not use for pressure applications.
2. 3/8" thick seamless high density polyethylene walls.
3. Unit supplied with built-in adapter for up to 6" of adjustability. Additional riser(s) are also available for deeper burial depth.
4. Cover placement allows full access to tank for proper maintenance.
5. Designed narrow footprint allows clearance through doorways and down stairwells.
6. Inlet and outlet diffusers are removable to inspect or clean piping.
7. For on-the-floor or buried applications.
8. Integral Air Relief / Anti-siphon.

ENGINEER SPECIFICATION GUIDE

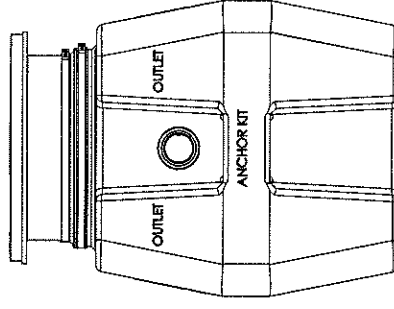
Schier Settler™ catch basin model #CB-125-S shall be lifetime guaranteed and Made in USA of seamless, rotationally-molded High Density Polyethylene with minimum 3/8" uniform wall thickness. Interceptor shall be furnished for below-grade installation with cast iron highway-rated cast iron grate or gasketed, solid composite cover. Interceptor shall be provided with outlet connection and optional inlet connection.

OPTIONS:

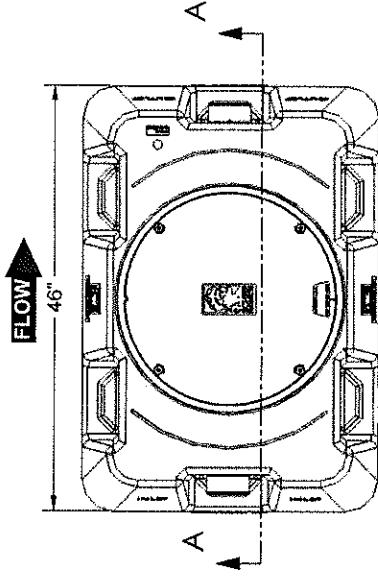
- Teleglide field adjustable risers for extending covers to grade
- Male pipe thread connections
- 6" Plain end pipe connections (No-Hub)
- High water anchor kit (set of 2)
- Highway rated pickable composite cover



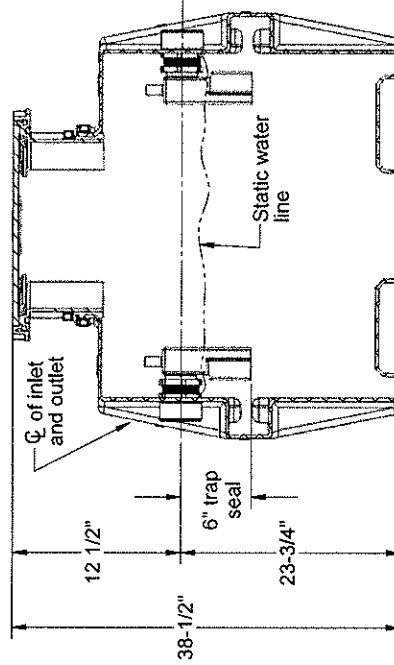
ISOMETRIC VIEW



END VIEW



TOP VIEW



SECTION "A-A"

SPECIFICATION SHEET

MODEL NUMBER:

CB-125-S

PART NUMBER: 6320-001-XX

DESCRIPTION:

SETTLER SERIES 125 GALLON LIQUID STORAGE CAPACITY POLYETHYLENE CATCH BASIN WITH HIGHWAY RATED COMPOSITE COVER

PROPRIETARY AND CONFIDENTIAL

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DWG BY: N.EBERT

DATE: 8/13/2015

REV: 1

ECO:

1035



9500 Woodend Road
Edwardsville, KS 66111
Tel: 800-827-7119
Fax: 800-827-9664
www.schierproducts.com

Technical Specifications

1. NEMA 4X lockable enclosure
2. 120 VAC power supply required
3. All components are UL listed
4. Sensor can be mounted up to 3,000 feet from Command Center™

Standard Features

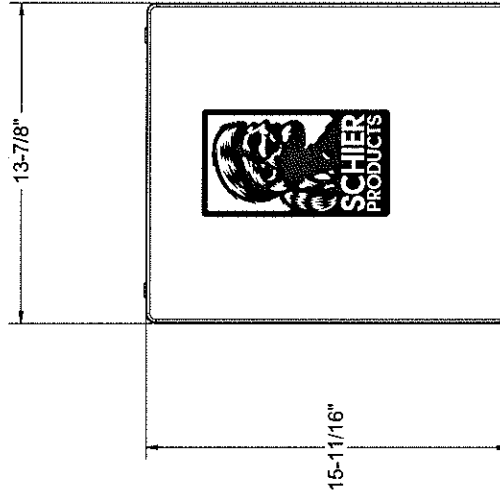
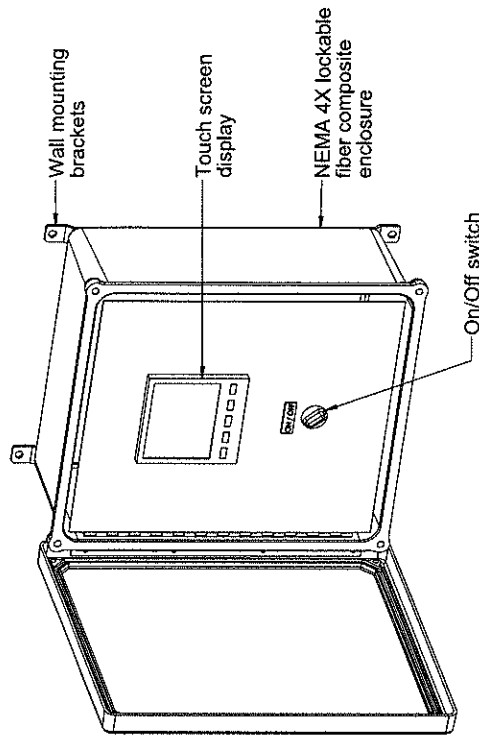
1. Ready-To-Use: Pre-programmed audio/visual alarm set points
2. Touch-Screen: Bright, easy-to-navigate 3.5" color touch-screen display
3. Large Memory Storage: Includes two formatted micro SD card. Each card stores approximately 1 year of history
4. Exports to Excel: Recorded data logs, alarm history, and trend data export to Excel for easy data management
5. Remote Access: Use Ethernet connection to remotely manage the Command Center™ through your company's building management system
6. Fresh Water Flush: Pre-programmed with digital output to power solenoid valve for fresh water flush if pH approaches high/low limits
7. Weather proof enclosure and temperature resistant from 32°F to 122°F

ENGINEERS SPECIFICATION

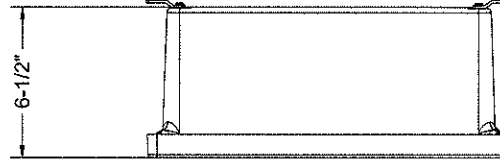
Command Center Series with touch screen pH recorder/controller furnished with 2.5 years of recording memory, audio and visual alarms, preprogrammed and ready to use with high and low pH set points and logic to flush outlet line with fresh water as pH approaches high and low set points (solenoid and piping by others), pH sensor maintenance kit containing sensor cleaning brush and solution, and calibration buffer solutions, NEMA 4X lockable enclosure, fully UL listed components.

Options

- Configured for single pH probe with 10 feet of wire and quick disconnect clip
- Configured for two pH probes with 10 feet of wire and quick disconnect clip on each probe
- Additional sensor cable
- Quick disconnect clip for additional sensor cable
- Sensor maintenance and calibration kit



Front View



Side View

PART NUMBER: CC1 & CC2

DESCRIPTION:

COMMAND CENTER pH MONITOR

DOCUMENT NUMBER: command_center_spec

DWG BY: TEU DATE: 10/10/12 REV: 00 ECO: 0000

SPECIFICATION SHEET

Schlier Products
9500 Woodland Road
Edwardsville, KS 66111
Tel: 800-827-7119
Fax: 800-827-9664
www.schlierproducts.com

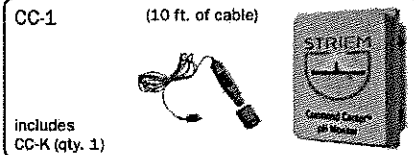
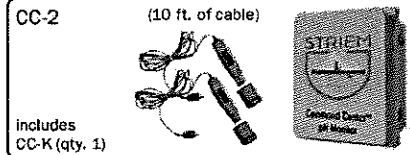
Made in the U.S.A



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SCHLIER PRODUCTS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SCHLIER PRODUCTS IS PROHIBITED.

specifications & submittals

formats available online

**Step 1 of 3: Select Your System****Command Center™ with 1 Sensor****Command Center™ with 2 Sensors**

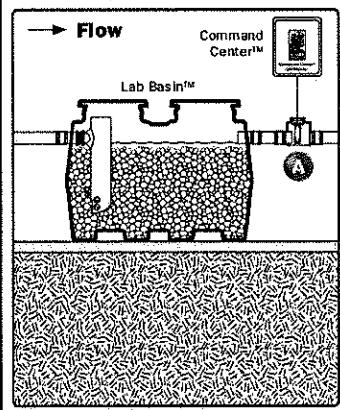
CC-K Sensor Maintenance and Calibration Kit (see step 3 below) is included with order of CC-1 or CC-2.

Step 2 of 3: Select Sensor Placement Kit**Above Grade****SPK-A**

For installation of sensor in above grade outlet drainage line

Kit Contents (depicted below)

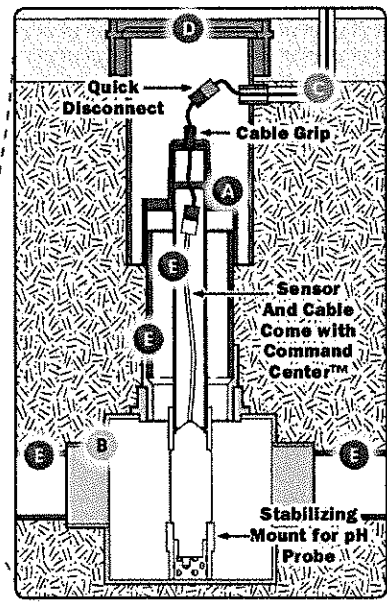
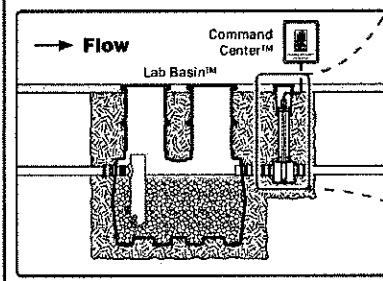
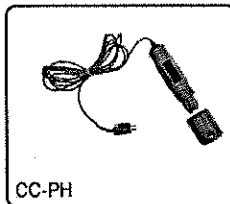
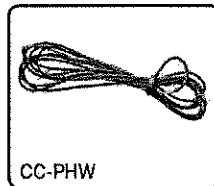
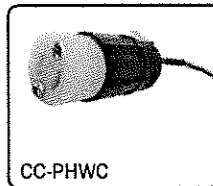
- ① 9" x 9" sensor port with threaded and gasketed cover access, 4" plain end connections

Above Grade with Effluent Sensor**Below Grade****SPK-B**

For installation of sensor in below grade outlet drainage line. Exclusive quick disconnect feature allows for easy cleaning or replacement of probe from finished grade

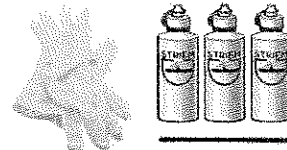
Kit Contents (depicted below)

- ① Top assembly with dual quick-disconnect and adapter components for 2" and 4" PVC connection
- ② pH sensor port with 4" plain end connections
- ③ 50 ft. of sensor wire with single quick disconnect clip
- ④ Heavy duty cleanout with sidewall
- ⑤ 1½" and 4" PVC pipe cut to length (by others)

Below Grade with Effluent Sensor**Step 3 of 3: Select Accessories and Replacement Components (Optional)****Replacement Sensor with 10 ft. of Cable and Quick Disconnect Clip****Additional Sensor Cable (for use with below grade SPK-B, quick disconnect clip not required)****Quick Disconnect Clip (required when ordering above grade CC-PHW for SPK-A)****Sensor Maintenance and Calibration Kit**

500 mL 7 pH buffer solution, 500 mL 10 pH buffer solution, 500 mL cleaning solution, sensor brush, gloves, salt bridge, standard cell solution

CC-K (qty. 1) included standard with order of Command Center (CC-1 or CC-2)



Medway - MA

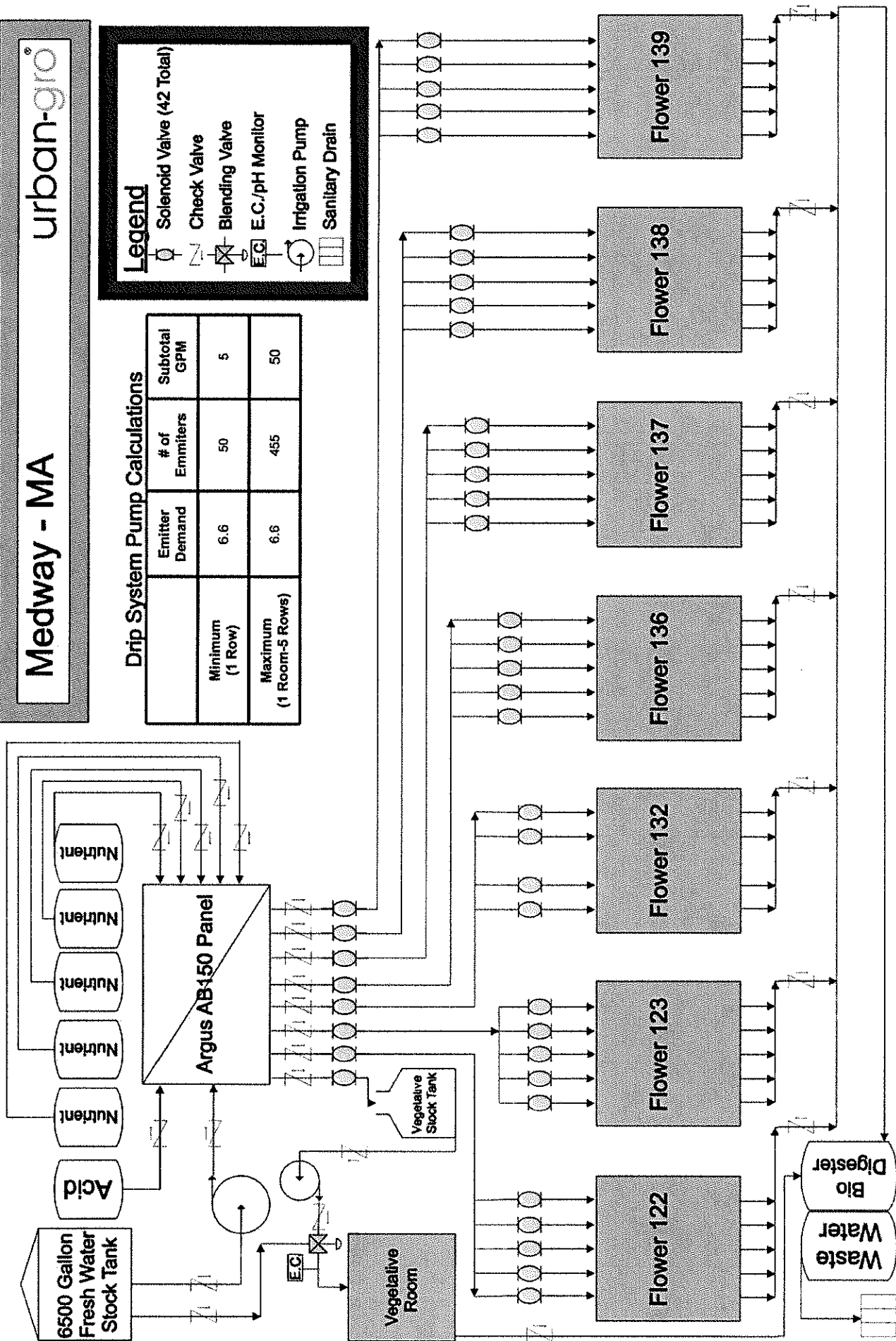
urban-gro®

Drip System Pump Calculations

	Emitter Demand	# of Emitters	Subtotal GPM
Minimum (1 Row)	6.6	50	5
Maximum (1 Room-5 Rows)	6.6	455	50

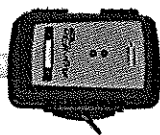
Legend

- Solenoid Valve (42 Total)
- Check Valve
- Blending Valve
- E.C./pH Monitor
- Irrigation Pump
- Sanitary Drain



Agriflo XCI Specifications

GENERAL



Weight	Approx. 3kg (11lbs)
Dimensions	36.5cm (H) x 26cm (W) x 17cm (D) 14.4" (H) x 10.2" (W) x 6.7" (D)
Enclosure rating	IP66
Enclosure material	UV stabilized polycarbonate
Operating temperature (with internal battery installed)	-35 to +50°C (-31 to +122°F)
Operating temperature (with internal battery removed and external power used)	-20 to +45°C (-4 to 113°F)
Backlit display	16 characters x 2 line alphanumeric (LED)
Program memory	2 MB flash (sufficient for 600,000 discrete readings)
Power	Internal 1700mAh 7.2Ah battery with external solar panel or mains charger
Units of measure	User definable (metric/US)
Application software	FluCom™ PC software for system configuration, data downloading and velocity profile setting
Battery backup	Minimum system requirements - Windows™ XP 24 months - parts and labour guarantee

DEPTH MEASUREMENT

Method	Capacitance transducer with large flat sensing diaphragm which allows straight, undisturbed flow over the sensing area to reduce disturbance effects at high stream velocities and provides for self-cleaning with an impervious, alumina (ceramic) surface.
Full scale range	4m (13ft) above the transducer face
Accuracy	0.2% of full scale at constant temperature in a static stream. 1% of full scale over a stream 5 to 35°C (41 to 130°F)
Resolution	1mm (0.04")
Overrange	Over 100m without damage 17mm (0.67")

VELOCITY MEASUREMENT

Method	Submerged Ultrasonic Doppler
Range	-0.05 to +4.0 m/s (-0.08 to +8.8 ft/s)
Resolution	1mm at 1.0 m/s (0.04 at 3.3 ft/s)
Accuracy	±1% up to 3.0 m/s (±1% up to 10 ft/s)
Burette sensor cable	50m (164ft) up to 50m (164ft) (0.35" OD) to 164ft (1.13")
Min. operating depth	40mm (1.57")
Max. operating temperature	50°C (116°F)

DOPPLER INSERT VELOCITY SENSOR

For use in full pipes or partially full pipes when used in conjunction with an EchoStar depth sensor

Patents	US Patent No. 5,544,883 AUS Patent No. AU 30164 S
Pipe size	0.1 to 2.54m (4" to 10") diameter
Process fitting	2" BSP or 2" NPT
Max. process fitting pressure	104 kPa (150 psi)
Max. operating pressure	253 kPa (370 psi)
Shaft dimensions	33mm (1.26") Ø 4.5cm (1.77") x 2.5cm (1") 1.8" (Ø) x 1" (H)
Wetted materials	Nickel plated brass and epoxy
Pipe intrusion area	11.25cm ² (1.75 sq")
1 The pipe must be de-pressurized prior to insertion or removal	
2 The stream flow may be variable for Doppler ultrasonic flow measurement in pressure > 253 kPa (370 psi) at conditions at least 100 parts per million of suspended solids that are > 75 microns in size	

DOPPLER AREA/VELOCITY SENSOR

21 Stainless mounted, combined velocity and depth sensor for use in partially full pipes or open channels

Pipe size	0.15 to 2.54m (6" to 10") diameter
Max. channel width*	3m (10ft)
Dimensions	12.5cm (L) x 5cm (W) x 1.6cm (H) 5" (L) x 2" (W) x 0.63" (H)
Wetted materials	PVC, Alumina ceramic and epoxy
Pipe intrusion area	8cm ² (1.25 sq")

DOPPLER VELOCITY SENSOR

21 Stainless mounted, velocity sensor for use in full pipes or open channels (when used in conjunction with a depth sensor)

Pipe size	0.15 to 2.54m (6" to 10") diameter
Max. channel width*	3m (10ft)
Dimensions	12.5cm (L) x 5cm (W) x 1.6cm (H) 5" (L) x 2" (W) x 0.63" (H)
Wetted materials	PVC and epoxy
Pipe intrusion area	8cm ² (1.25 sq")

* MACE Doppler ultrasonic sensors will operate in water channels, but a reliable stream gauging must be performed for best system accuracy

Note to end users: These specifications are subject to change at any time without notice. MACE takes no responsibility for the use of these figures. Please consult MACE for the latest specifications before using them in contact submittals or third party quotes etc. MACE reserves the right to change specifications without prior warning. All quoted figures are based on test conditions and are subject to variation due to site conditions.

DISTRIBUTOR

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NSW 1715, Australia
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mace
Water Monitoring Solutions

www.macemeters.com

mace
Water Monitoring Solutions

Agriflo
SMART PACKAGED MONITORING
XCI

Measure agricultural
water and wastewater flows
plus monitor vital farm
operations

Full pipe flow measurement?
MACE Insert Velocity Sensor

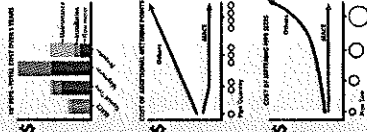
- ✓ Patented Doppler ultrasonic insert sensor with MASP Technology
- ✓ Easy to install in existing pipework through a 2" ball valve
- ✓ Works great in dirty water and animal waste
- ✓ No moving parts, no blockages, no wear
- ✓ Minimal straight run requirements



AgriFlo XCI - Smart packaged monitoring

The AgriFlo XCI can be used to monitor real-time equipment and on-farm sensors. Use the versatility of AgriFlo XCI to monitor inputs at different irrigation flows, farm wastewater flows, water quality, dam levels, soil moisture, pump and engine management systems.

AgriFlo XCI is easy to install, easy to use and virtually maintenance free. Utilizing state of the art MACE Doppler ultrasonic velocity sensors, AgriFlo has no moving parts and provides minimal obstruction to the flow. MACE Doppler ultrasonic sensors excel in trash laden water and animal waste which means that the meter stays in service longer without time-consuming repairs.



Cost effective flow metering

- MACE offers the flexible, true value metering solution. When comparing flow meters, consider the TOTAL COST of the flow meter, installation & ongoing maintenance.
- In similar sized pipes, AgriFlo XCI is significantly cheaper than other comparable high quality solutions.
- AgriFlo XCI is easily installed into existing pipework whether above or below ground - no expensive fittings or re-routing.
- A typical single pipe installation can be completed by two people in under two hours.
- Because AgriFlo XCI has no moving parts and the sensor cannot foul, there are virtually no ongoing maintenance costs.
- Connect up to five flow sensors to a single AgriFlo XCI to reduce your cost per metering point even further. Significant savings for pump stations with more than one pipe.

Ready-to-Go straight out of the box

The MACE AgriFlo XCI includes a data logger, LCD display, solar regulator, battery, multiple cards (application dependent) all in one ruggedized weatherproof enclosure. No more running around for bits and pieces. In most cases you can be up and monitoring in just a couple of hours.

Access data remotely with WebComm

- MACE WebComm card for GSM/GPRS gives remote access to your data
- Card is powered by and housed in the AgriFlo XCI
- Data is pushed from your AgriFlo XCI device to the MACE Data Server where it is available for retrieval on your PC or smartphone
- SMS/Email alert subscription service available

Easily configure with MACE FloCom*

- Free configuration and diagnostic software
- Powerful, easy to use Windows* interface
- Painless point 'n' click channel calibration
- No proprietary coding knowledge required

True average velocity measurement

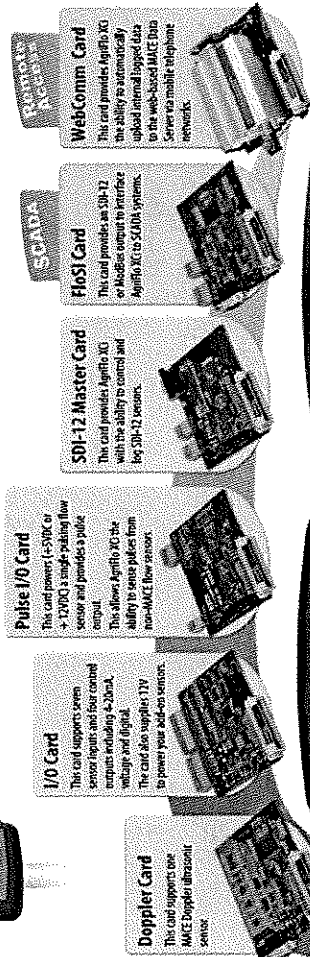
MACE velocity sensors use continuous wave Doppler ultrasound to measure the speed of dirt, bubbles and other particles in the stream flow. MACE Doppler ultrasonic sensors "see" particles in water just like turning on a flashlight in fog.

In a full pipe, electromagnetic or mechanical insertion devices "see" a golf ball sized velocity profile and then use complex algorithms to calculate velocity. By contrast, MACE Doppler ultrasonic velocity sensors utilizing MACE Advanced Signal Processing (MSP) technology "see" across the entire stream profile to give a true average velocity.

Multiple cards for multiple sensor applications

The AgriFlo XCI (multiple card interface) allows the user to efficiently monitor an array of irrigation flow and vital on-farm sensors. It's a smart packaged monitoring solution that provides remote data access with alerts and alarms. It's also telemetry-ready for effective low cost control and rapid response. Users can install any combination of the MACE cards shown, in the five available card slots.

Choose the right card/s for your application to tailor the AgriFlo to your exact farm requirements now and in the future.



I/O Card

This card supports seven sensor inputs and four control outputs including 4-20mA, voltage and digital. The card also supplies 12V to power your add-on sensors.

Doppler Card

The card supports one MACE Doppler ultrasonic sensor.

Pulse I/O Card

This card powers (5-24VDC or 120VAC) single-pulse flow sensor and provides a pulse output.

SDI-12 Master Card

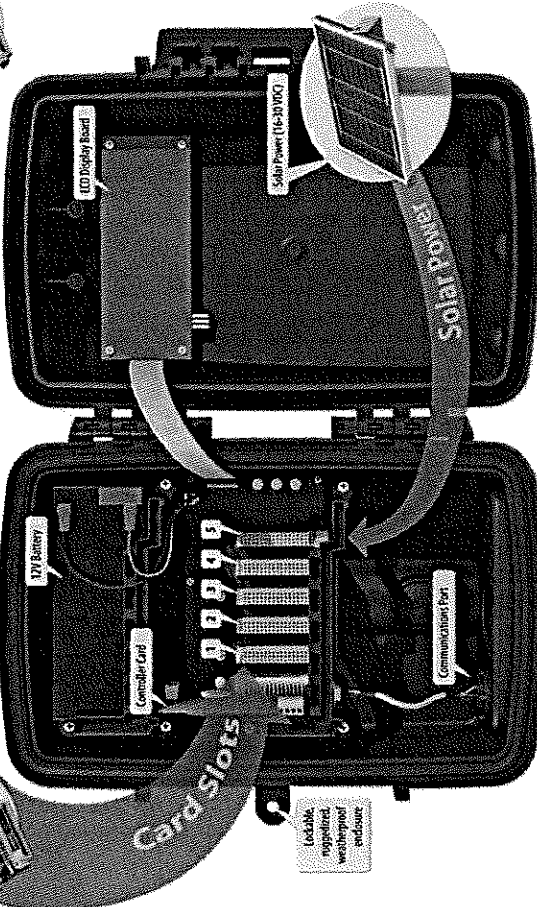
The card provides AgriFlo XCI with the ability to control and log SDI-12 sensors.

HSSI Card

This card provides AgriFlo XCI with the ability to interface with AgriFlo XCI's SCADA systems.

WebComm Card

This card provides AgriFlo XCI with the ability to automatically upload internal data to a web-based MACE Data Server or other remote network.



Card Slots

Lockable, ruggedized, weatherproof enclosure

Solar Panel

Add-on Sensors

Add-on Sensors

- AgriFlo XCI can be configured to monitor a diverse range of farm sensors and devices. For example:
- Pump/irrigation (RTM, pressure, temperature)
- Electromagnetic sensor for ground water
- EC/chemical sensors
- Flow/dam/lock level measurement

Doppler Ultrasonic Area Velocity Sensor

2" Snap-Trap mounted, combined velocity and depth sensor for use in partially full pipes or open channels.

Doppler Ultrasonic Velocity Sensor

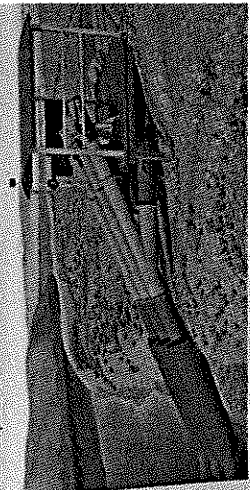
2" Snap-Trap mounted velocity sensor for use in full pipe or partially full pipes (when used in conjunction with a depth sensor).

Doppler Ultrasonic Insert Velocity Sensor

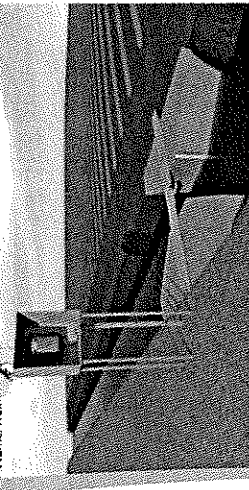
For use in full pipe or partially full pipes (when used in conjunction with a depth sensor).

Solutions using AgriFlo XCI

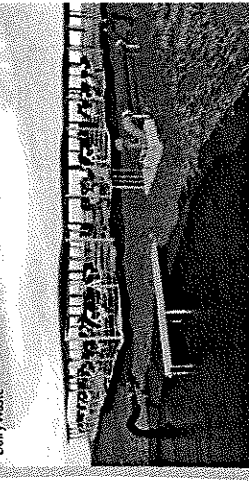
Pump Station



Flume/Weir



Dairy/Waste



Farm Turnout/Lateral Diversion

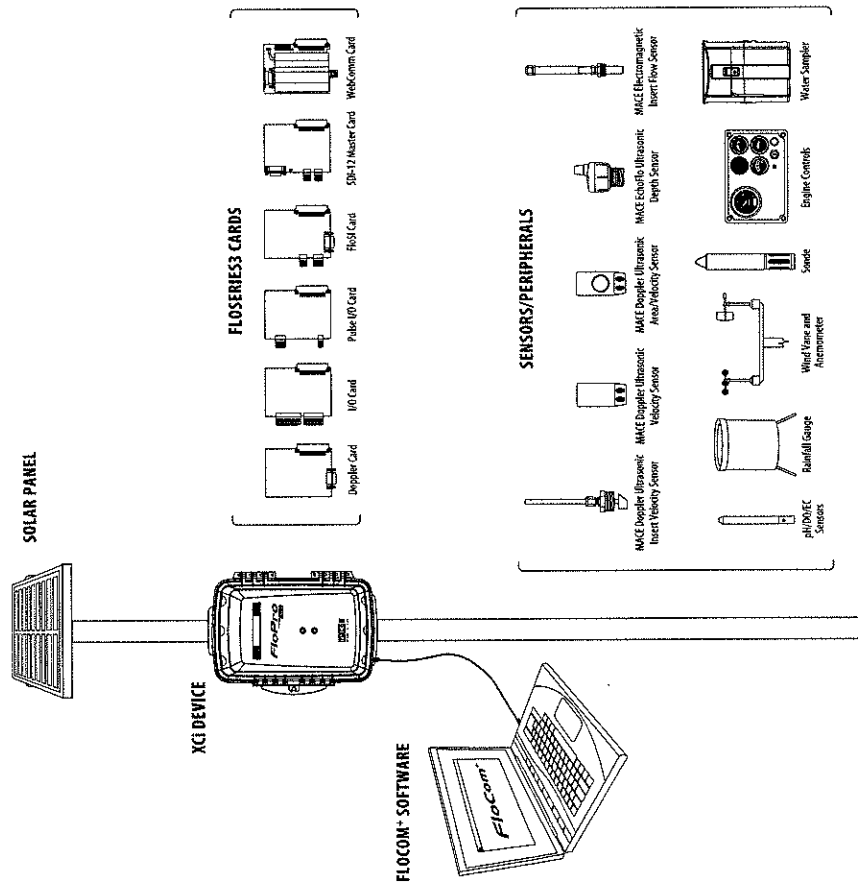


Ground Water/Pivot Irrigation



The XCi system typically consists of five main components:

1. The XCi device
2. The solar panel (or power supply)
3. The sensor(s) or peripherals
4. Flocom® software enabling you to configure and download data from your XCi device
5. FloSeries3 card(s) providing inputs for connecting an array of sensors



Measuring & Control Equipment (MACE) Pty Ltd
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 NSW 1715, Australia
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 Email: sales@maceusa.com
www.maceusa.com

MACE USA LLC
 PO Box 7144, Overland Park,
 KS 66207, USA
 Ph: 888 440 4215 Fax: 888 440 6999
 Email: info@maceusa.com
www.maceusa.com

mace
 Water Monitoring Solutions

XCi

SYSTEM GUIDE



*Thank you for purchasing a MACE XCi device
 - the smart packaged monitoring solution*

Please complete the following **essential** steps:

1. Register for a User Login at www.macemeters.com
2. Download and read the XCi Product Manual
3. Download and install FloCom® software

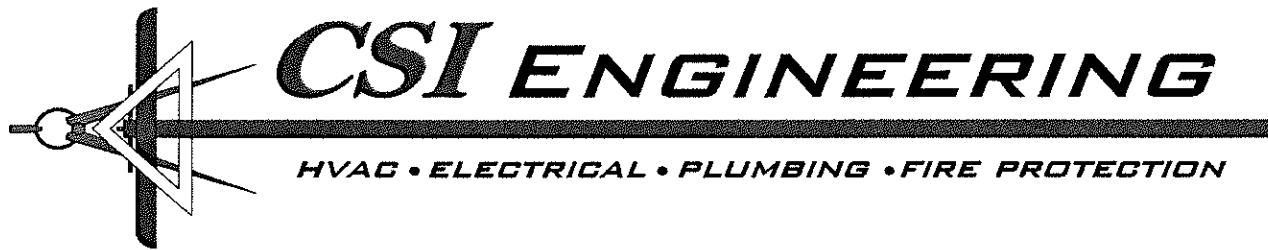
NOTE: MACE strongly recommends that users register for Software and General Updates on the "Support" page of the www.macemeters.com website. Releases of product enhancements occur periodically and we recommend that these are uploaded into your XCi device.

www.macemeters.com

mace

ATTACHMENT E

Odor Control Summary



May 03, 2016

Medway Cultivation Facility
2 Marc Road Medway, MA
Water & Wastewater Systems

Re: Odor Control

How and Why it works:

For effective open area odor control, two key elements are required: high pressure fog and a scientifically developed essential oil mixture that performs as a true odor neutralizer.

The high pressure fog is achieved through an atomizing process involving high pressure fog pump and specialty fogging nozzles. With this process, billions of micron sized droplets are produced every minute. For most cannabis operations, a nozzle ring is installed on the exterior of any vent or duct allowing the fog to mix with the exhausting air. As the droplets are suspended and carried into the air flow, they effectively encapsulate all airborne molecules.

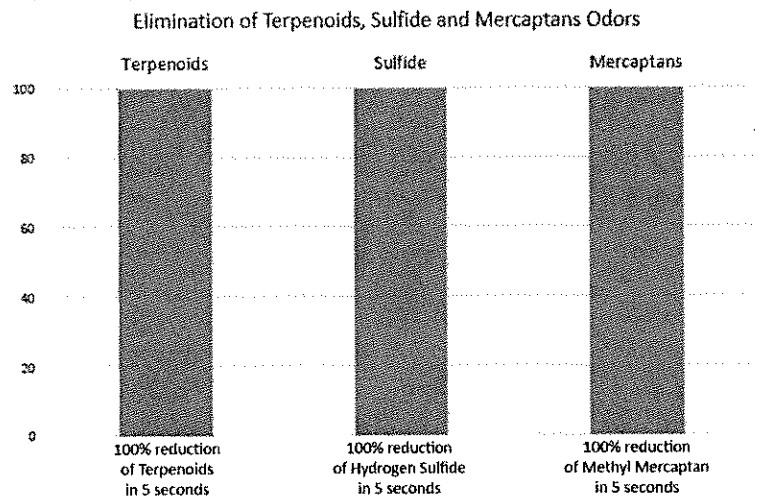
Second, by injecting a specially formulated neutralizing solution into the high pressure fog, it is able to completely mix with the airborne odors. Through a series of chemical reactions (including antagonistic pairing, absorption and adsorption, and pluralistic effects), the essential oilers are able to modify the chemical structure of the odor molecule which in turn, neutralizes and eliminates the malodor. This subtractive odor control™ process reduces odor intensity by over 90% compared to other vapor phase technologies that achieve up to 60%.

In addition to the high pressure fog, which is introduced into all the exhaust systems prior to leaving the building. All exhaust from this facility is through up blast style roof fans that are designed to create a high discharge plume which sends the exhausted air into the upper air stream to be carried away by the prevailing winds for quicker dissipation.

See attached cut sheets on components, including noise data for roof fans.

Benefits:

- Licensing and application process approvals
- Neutralizes odor; eliminating complaints, violations, and fines
- Cost effective
- Maximum coverage with minimum investment compared to alternatives
- Non-toxic and biodegradable with no contamination impact



SUBTRACTIVE ODOR CONTROL™

ODOR-ARMOR®

Many products, like masking agents, designed to control malodors using fragrances added to the air to overwhelm the malodor, actually ADD to the intensity of the malodor – additive masking technology. Many times the result is a fragrant version of the malodor AND a higher level of odor intensity.

The principle is simple...

Masking agents are additive ++++++ Odor intensity is increased

Benzaco Scientific **Subtractive Odor Control™** makes additive masking technologies obsolete. By using scientific odor neutralization concepts developed over the last 20 years, Benzaco Scientific is able to dramatically reduce or eliminate malodors completely.

Benzaco Scientific uses selected essential oils, intimately dispersed with the malodor in vapor phase delivery and through a combined process of chemical reaction, odor opposites (antagonistic pairs), absorption and adsorption, and pluralistic effects, the odor is neutralized and eliminated.

ODOR-ARMOR® is subtractive ----- *Odor intensity is decreased*

Basically, Benzaco Scientific changes the way one smells the odor. The shape of the odor molecule triggers odor perception. Odor molecules solubilize in mucous in the nasal cavities. The solubilized molecule attaches to a protein in one of millions of olfactory sensory receptors. This combined protein/molecule triggers a signal to the olfactory bulb, which acts like a switching station, sending signals to the brain. These signals are received by various areas of the brain including the temporal lobe, which houses memory. Memory plays a very significant role in odor perception. Smells are remembered and emotions are triggered by them.

Benzaco Scientific chemists use a number of techniques to modify malodors:

1. Modify the shape (chemical structure) of the odor molecule BEFORE it reaches the nose.
2. Modify the number and intensity of the triggering molecules reaching the nose.
3. Modify the perception of the odor.

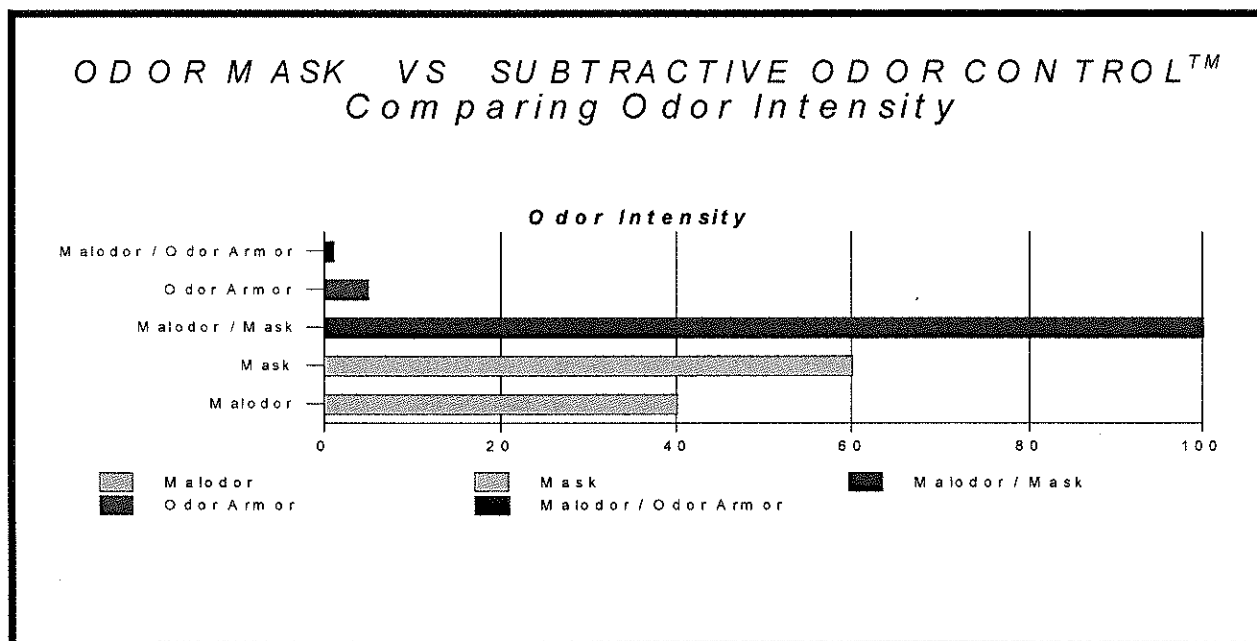
The chemical reactions between the molecules of malodour and the odor neutralizer creates a different molecule. If the new molecule reaches the nose, a different mechanism is triggered. Often, the reactions are catalyzed by other malodour molecules like hydrogen sulfide.

By selecting odor molecules which trigger an opposite signal to the malodor, both odors are cancelled. This effect known as antagonistic pairs or odor opposites, has been well studied and documented. The concept is used everyday in restaurants when lemon or orange is applied to cooked fish in order to negate the strong amine odors that can emanate. Antagonistic pairs exist, that work well outside of 1 to 1 stoichiometric chemistry. Benzaco Scientific chemists have discovered many odor opposites that work at a fraction of the level of the malodor they neutralize.

By correctly applying vapor phase technology, Benzaco Scientific is also able to take advantage of certain essential oils that solubilize (absorb) malodorous molecules, thus reducing the opportunity for these molecules to reach the sensory cells. Adsorption, a surface phenomena where molecules attach with a temporary electrical bond which in effect changes the shape of the molecules reaching odor receptors, is also used. Finally, many malodors have a dualistic or pluralistic effect. They are only malodorous when present at certain concentrations but when reduced in level, actually take on an acceptable odor.

Benzaco Scientific has many operational sites in the United States using Subtractive Odor Control™ Technology. The results are impressive. Analysis of air samples before and after treatment show reductions in odor intensity of 90% plus. Comparative tests on other vapor phase odor control technologies showed reductions of 40 to 60%

Benzaco Science chemists and engineers have combined to make Subtractive Odor Control™ an extremely effective method of odor management in municipal and industrial waste treatment plants. The right chemistry and the right engineering make the difference between unsatisfactory odor masking and complete odor reduction. Benzaco Scientific Subtractive Odor Control™ - tested and proven for over 20 years.



For more information on Benzaco Scientific engineered solutions for odor control, visit our website www.benzaco.com or contact your Benzaco Scientific Sales Representative, Rick O'Sadnick at 202.258.4777 or rick@benzaco.com.

REVOLUTION®

The Revolution misting fan provides improved evaporative cooling and humidification compared to traditional misting fans. Its unique design allows a more uniform distribution of the fog and improved absorption of the moisture.

By integrating a focused horizontal air stream into the fog, the water droplets can cover more area. This allows the mist system to cool or humidify up to 5 times the amount of air compared to static line misting systems. The mist fan can cover up to 3,600 sq. ft. or 36,000 cu. ft.

This misting fan is available in 115V or 230V. It uses 1.8 amps at 115V and .8 amps at 230V. The unit includes a stainless steel fog ring with 10 nozzle fittings. This product carries a 1 year warranty.



Model	Description	Weight / Dimension Inches
93800	Revolution Ceiling Mount 115V .25 HP 1.8 FLA	40 lbs / 24 x 24 x 10
93820	Revolution Ceiling Mount 230V .25 HP .9 FLA	40 lbs / 24 x 24 x 10
93900	Revolution With Stand 115V .25 HP 1.8 FLA	60 lbs / 28 x 28 x 85
93920	Revolution With Stand 230V .25 HP .9 FLA	60 lbs / 28 x 28 x 85

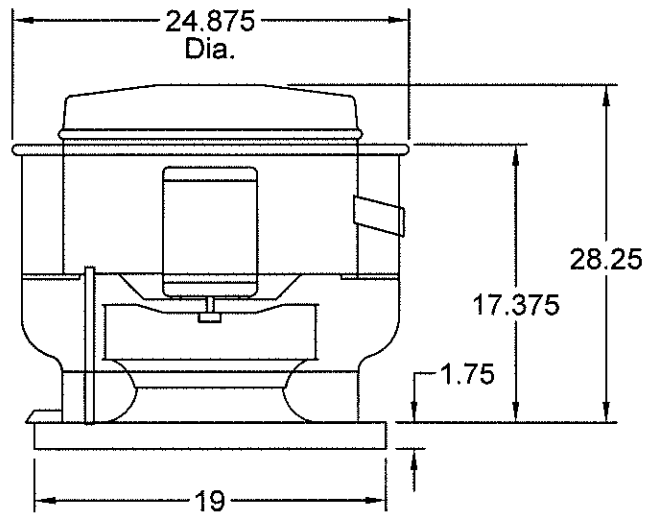
Model: CUE-099-VG

Direct Drive Upblast Centrifugal Roof Exhaust Fan

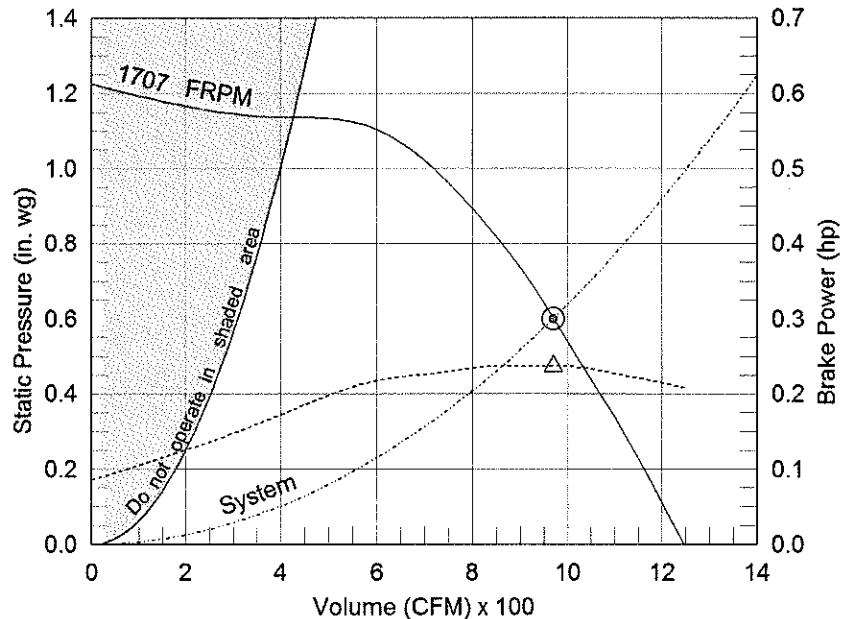
Dimensional	
Quantity	1
Weight w/o Acc's (lb)	37
Weight w/ Acc's (lb)	66
Optional Damper (in.)	12 x 12
Roof Opening (in.)	14.5 x 14.5

Performance	
Requested Volume (CFM)	970
Actual Volume (CFM)	970
External SP (in. wg)	0.6
Total SP (in. wg)	0.6
Fan RPM	1707
Operating Power (hp)	0.24
Elevation (ft)	102
Airstream Temp.(F)	80
Air Density (lb/ft3)	0.073
Tip Speed (ft/min)	4,999
Static Eff. (%)	39

Motor	
Motor Mounted	Yes
Size (hp)	1/4
Voltage/Cycle/Phase	115/60/1
Enclosure	ODP
Motor RPM	1725
Windings	1
NEC FLA* (Amps)	5.8
FLA (Amps)	3.7



*Overall height may be greater depending on motor



- △ Operating Bhp point
- Operating point at Total SP
- Operating point at External SP
- Fan curve
- - - System curve
- Brake horsepower curve

Notes:

All dimensions shown are in units of in.
*FLA - based on tables 150 or 148 of National Electrical Code 2002. Actual motor FLA may vary, for sizing thermal overload, consult factory.

LWA - A weighted sound power level, based on ANSI S1.4
dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft



Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	74	72	77	73	67	66	60	52	74	63	11.5

ATTACHMENT F
CommCan, Inc. Information

CommCan, Inc.
730 Main Street
Millis, MA 02054
508-376-2041

Board of Directors and Management:

Board of Directors:

Dr. Donna Berry, Ph.D.	Clerk
Annette Cazenave	Treasurer
Mark Ferzoco	
Dr. Joel Frost, Ed.D.	
Ellen Rosenfeld, Esq.	President

Executive Management Team:

Dr. Phuli Cohan, M.D.	Chief Medical Officer
Mark Ferzoco	Chief Security Officer
Barbara Lawrence	Chief Operations Officer
Valerio Romano, Esq.	Chief Compliance Officer
Marc Rosenfeld, Esq.	Chief Executive Officer/Chief Financial Officer
James Sipe	Head of Cultivation

Board of Directors

Ellen Rosenfeld is an attorney and real estate developer who has worked extensively throughout Metrowest Boston. Attorney Rosenfeld has experience in the development, construction and leasing of retail, office, medical, and storage facilities. Attorney Rosenfeld's ability to manage complex processes, resolve unforeseen problems and navigate the regulatory world that pervades zoning, construction and development will serve her well in the burgeoning, regulated realm of medical marijuana.

Donna L. Berry, Ph.D., RN, AOCN®, FAAN is an Associate Professor of Medicine at Harvard Medical School. At the Dana-Farber Cancer Institute, Dr. Berry leads a research center dedicated to improving the human experience of having a cancer diagnosis. She is an internationally-known oncology nurse specialist and scientist with clinical and research expertise in cancer symptom management. In 2006, she was funded by the Marijuana Policy Project to examine the use of various complementary and alternative strategies used by patients with cancer. Results of the survey of 690 patients at the Seattle Cancer Care Alliance revealed that approximately 73% of the patients would consider using medical marijuana for symptom control. Dr. Berry has mentored several postdoctoral research fellows who studied integrative therapies, including medical marijuana.

Annette Cazenave has extensive experience in the management of mutual and hedge funds. Part of this experience entailed instituting and managing the procedures and processes for Sarbanes-Oxley compliance. Ms. Cazenave will bring that experience to the heavily regulated field of medical marijuana. Ms. Cazenave is a breast cancer survivor.

Mark Ferzoco is the general manager of Safety Signal Alarm Company and has extensive expertise in the design, installation and monitoring of security systems, including systems compliant with the Bureau of Alcohol, Tobacco and Firearms requirements, banks, and jewelry stores.

Joel Frost, Ed.D., is a former instructor of psychology at Harvard Medical School and former psychologist at Beth Israel Deaconess Medical Center. Dr. Frost has done extensive work in the development of support groups for individuals with AIDS as well as their medical caregivers. Mr. Frost is a prostate cancer survivor.

Executive Management Team

Marc Rosenfeld is an attorney and real estate developer. Attorney Rosenfeld's background in the business, law and non-profit industries afford him a unique skill set that he will leverage to guide CommCan's day-to-day operations and long term growth. Attorney Rosenfeld has conducted extensive research on the Medical Marijuana industry including thorough reviews of all appropriate statutes and Acts. Attorney Rosenfeld has completed his Masters Certificate in Medical Marijuana from the Cannabis Training University.

Phuli Cohan, MD, is a Massachusetts licensed physician who has spent her career overlapping traditional and alternative medicine. This is exemplified by her experience as an emergency medicine physician with the UMASS Medical Center with direct involvement with New England Life Flight and her work in private practice treating patients suffering from chronic illnesses through the use of herbs, acupuncture and natural hormones. Dr. Cohan will bring this unique understanding, knowledge and skillset to benefit patients through the use of a new, complementary therapy. Dr. Cohan is a member of the American Academy Cannabinoid Medicine and the Society of Cannabis Clinicians. Dr. Cohan has lectured and consulted with patients suffering from chronic illness and has extensive experience with FDA-approved, synthetic medical marijuana. Dr. Cohan is keenly interested in educating professionals and patients about the proper use of Cannabinoid therapies. Dr. Cohan is a breast cancer survivor.

Barbara Lawrence is the founder and former president of a Boston-based gemstone wholesale company. In this role, Ms. Lawrence hired, managed and trained employees in the identification, quality control, security and sale of precious gems. Ms. Lawrence controlled and secured approximately \$500,000.00 of revolving inventory at any given time. Ms. Lawrence is the past president of the largest colored gemstone trade association in the United States.

Valerio Romano is the founder of VGR Law Firm located in Boston, Massachusetts. Attorney Romano is recognized as an expert in the regulatory environment surrounding RMDs in Massachusetts. He is frequently quoted in the media about the dispensary licensing process, including local zoning, permitting, housing, leasing, and other issues facing applicants and program participants. He is known for his superior knowledge surrounding the complex relationship between federal and state laws as well as the risks associated with each. Currently, he represents several dispensary licensees and applicants in the Commonwealth and has worked with applicants in other states. He also represents medical marijuana caregivers and patients in both criminal and civil matters. He is the founder of Massachusetts Marijuana Compliance and a Member of the legal committee for the National Organization for the Reform of Marijuana Laws (NORML). Attorney Romano recently taught a Massachusetts Continuing Legal Education course, speaking on the challenges and political climate surrounding the licensing of medical marijuana dispensaries in Massachusetts and has instructed fellow attorneys and paralegals at the National Business Institute on legal research.

James Sipe is a former managing director of horticulture at Compassionate Caregivers, a Registered Marijuana Dispensary in California, wherein he managed a thirty thousand square foot cultivation facility with oversight of more than 50 employees in all aspects of medical marijuana cultivation and processing. He has the necessary skills to adapt to the ever-changing needs and demands of patients whether it be strains cultivated or cultivation methodology to ensure supply is readily available. As a result of his involvement

with RMDs in Massachusetts, he has gained extensive knowledge of the Massachusetts medical marijuana regulations and has worked with both state and local officials throughout the registration process.

ATTACHMENT G

Security Systems and Operational Plan

(Note that this is an operational plan for all of CommCan Inc.'s proposed facilities, including dispensaries to be located in other communities. Since there will be no on-site dispensary at the 2 Marc Road facility, those provisions of the enclosed document would not apply.)

SECURITY SYSTEMS AND OPERATIONAL PLAN

The following security and operational plan meets and exceeds the requirements set forth in 105CMR 725.110 – Security Requirements for Registered Marijuana Dispensaries (“RMD”).

Section 725.110 (A) – Requirement: A RMD shall implement sufficient security measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the RMD. Security measures to protect the premises, registered qualifying patients, personal caregivers, and dispensary agents of the RMD must include but are not limited to the following.

Response: CommCan, Inc. (“CommCan”) has contracted with a qualified security contractor to develop a full Security Plan (the “Plan”) that provides details on how CommCan will ensure that its medicine and assets are secured against external threats. For security reasons, the comprehensive Security Plan is not publicly available. Key elements of this Plan are summarized below.

Section 725.110(A)(1) – Requirement: Allow only registered qualifying patients, personal caregivers, dispensary agents, persons authorized by 105 CMR 725.105(P), and, subject to the requirements of 105 CMR 725.110(C)(4), outside vendors, contractors, and visitors, access to the RMD.

Response: CommCan will limit access to its RMD to registered qualified patients, personal caregivers, dispensary agents, persons authorized by the Department of Public Health (“DPH”), and select outside vendors, contractors and visitors. All CommCan staff will be required to visibly wear a CommCan identification badge at all times while on-site and when making deliveries. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times.

Section 725.110(A)(2) – Requirement: Prevent individuals from remaining on the premises of the RMD if they are not engaging in activity expressly or by necessary implication permitted by the Act and 105 CMR 725.000.

Response: CommCan will employ security personnel who will routinely patrol the dispensary perimeter and grounds to prevent loitering, nuisance activity or crime. Security personnel will be trained prior to deployment in industry standards and crime prevention. Security personnel will ensure that only eligible patients who comply with the RMD’s Code of Conduct and other dispensary policies are served and will patrol the area to ensure non-diversion and prevent use of medicine in public areas.

Section 725.110(A)(3) – Requirement: Dispose of marijuana in accordance with 105 CMR 725.105(J), in excess of the quantity required for normal, efficient operation as established in 105 CMR 725.105(G)(1).

Response: Solid waste generated at the RMD will be disposed of in the following ways:

- Through incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (“DEP”) witnessed and documented by no fewer than two (2) dispensary agents.

- Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located witnessed and documented by no fewer than two (2) dispensary agents.
- Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such medical marijuana waste has been rendered unusable, it will be either disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located or, if the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

When marijuana or marijuana infused products (“MIP”) are disposed of, CommCan will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. Disposal records will be kept for at least two (2) years.

Section 725.110(A)(4) – Requirement: Establish limited access areas accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation.

Response: CommCan will establish limited access areas accessible only to specifically authorized personnel. CommCan will post the following statement (at a minimum size of 12” x 12” with lettering no smaller than 1” in height) at all areas of ingress or egress to identify limited-access areas: “Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only.”

CommCan will provide all dispensary agents with varying levels of access to limited access areas depending on their position. For example, the Chief Executive Officer and the Chief Operating Officer will have access to all areas of the dispensary, including all limited access areas. Other agents will be limited to only those areas directly related to their department and position within their department.

Section 725.110(A)(5) – Requirement: Store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss.

Response: CommCan will store all medical marijuana at the RMD in a private, secured vault room that is climate-controlled and monitored 24-hours a day, for both security and changes in environment (temperature and humidity). CommCan will construct a vault room within which to store the processed product, along with a secure freezer and refrigerator to store MIPs. CommCan will store cash and other valuables in a secure safe located inside the vault room.

Access to the vault room will be heavily restricted and monitored through the use of electronic locks. Only select employees who have been authorized by management will have access to the vault room. This will be monitored through staff credentials.

Section 725.110(A)(6) – Requirement: Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and MIPs securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

Response: CommCan will keep all safes and vaults securely locked and protected from entry via electronic locks, except for the actual time required to remove or replace marijuana, as conducted by authorized personnel.

Section 725.110(A)(7) – Requirement: Keep all locks and security equipment in good working order.

Response: CommCan will keep all locks and security equipment in good working order, via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

Section 725.110(A)(8) – Requirement: Prohibit keys, if applicable, from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel.

Response: CommCan will use electric locks with associated card readers to manage exit and entry into limited access areas. CommCan will restrict the availability of access cards only to authorized personnel, which will reduce the risk of access by unauthorized personnel. All access cards must be returned to security personnel at the end of each shift to ensure proper and safe storage.

Section 725.110(A)(9) – Requirement: Prohibit accessibility of security measures, such as combination numbers, passwords, or electronic or biometric security systems, to persons other than specifically authorized personnel.

Response: CommCan will protect the confidentiality of CommCan's security measures, such as combination numbers, passwords, and electronic lock activators, against threats from unauthorized personnel.

Section 725.110(A)(10) – Requirement: Ensure that the outside perimeter of the RMD is sufficiently lit to facilitate surveillance.

Response: CommCan will install sufficient lighting outside of the RMD for use each day between sunset and sunrise that adequately illuminates the RMD and its surrounding areas, including the parking and entry areas. Exterior lighting will be installed near video surveillance devices to ensure proper illumination for the identification of people entering/exiting the RMD. The outdoor lighting will be hooded to deflect light away from adjacent properties. Sufficient exterior lighting will serve as a deterrent against robbery and burglary.

Section 725.110(A)(11) – Requirement: Ensure that trees, bushes, and other foliage outside of the RMD do not allow for a person or persons to conceal themselves from sight.

Response: CommCan's external landscaping plans will minimize potential security threats posed by trees, bushes, and other foliage, while still promoting an aesthetic for the facility that blends with the surrounding community. No trees, bushes and/or any other material will be placed against the building.

Section 725.110(A)(12) – Requirement: Develop emergency policies and procedures for securing all product following any instance of diversion, theft, or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary.

Response: CommCan will implement security policies and procedures providing detailed instructions for securing all product following any instance of diversion, theft, or loss of marijuana, and for conducting an assessment to determine whether additional safeguards are necessary. These instructions mandate close coordination with local law enforcement and the DPH.

Section 725.110(A)(13) – Requirement: Develop sufficient additional safeguards as required by DPH for RMDs that present special security concerns.

Response: CommCan shall identify special security concerns at the RMD and shall develop sufficient additional safeguards as required by DPH.

Section 725.110(A)(14) – Requirement: A RMD shall comply with all local requirements regarding siting, provided however that if no local requirements exist, a RMD shall not be sited within a radius of five hundred (500') feet of a school, daycare center, or any facility in which children commonly congregate. The five hundred (500') foot distance under this section is measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD.

Response: The RMD shall comply with all local requirements regarding siting.

LIMITED ACCESS AREAS

Section 725.110 (C)(1) – Requirement: All limited access areas must be identified by the posting of a sign that shall be a minimum of 12" X 12" and which states: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than 1 inch in height.

Response: CommCan will post the following statement (at a minimum size of 12" x 12" with lettering no smaller than 1 inch in height) at all areas of ingress or egress to identify limited-access areas: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only."

Section 725.110 (C)(2) – Requirement: All limited access areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the DPH, reflecting walls, partitions, counters, and all areas of entry and exit. Said diagram shall also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

Response: Upon provisional licensure by the DPH, CommCan shall provide to the Town a diagram of the RMD, reflecting walls, partitions, counters, and all areas of entry and exit.

Section 725.110 (C)(3) – Requirement: A dispensary agent shall visibly display an identification badge issued by the RMD at all times while at the RMD or transporting marijuana.

Response: All CommCan agents will be required to visibly wear a CommCan identification badge at all times while on-site and when making deliveries.

Section 725.110 (C)(4) – Requirement: All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a dispensary agent authorized to enter the limited access area. The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times. All visitor identification badges shall be returned to the RMD upon exit.

Response: CommCan will limit access to all areas of the RMD to authorized dispensary agents. All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a limited access area; the visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times. All visitor identification badges shall be returned upon exit. For added security, CommCan will require that a security agent accompany any non-dispensary agent if a non-dispensary agent needs to enter an enclosed, locked area where marijuana is stored.

SECURITY AND ALARM SYSTEMS

Section 725.110(D)(1) – Requirement: A RMD shall have an adequate security system to prevent and detect diversion, theft, or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment, which shall, at a minimum include:

Section 725.110(D)(1)(a) – Requirement: A perimeter alarm on all entry points and perimeter windows.

Response: CommCan will feature an alarm system on all entry points and windows.

Section 725.110(D)(1)(b) – Requirement: A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the RMD within five minutes after the failure, either by telephone, email, or text message.

Response: The electronic monitoring system for CommCan will include a failure notification system that provides both an audio and visual notification should a failure in the electronic monitoring system occur. Additionally, senior management will receive email/text notification of the system failure within five (5) minutes after the failure.

Section 725.110(D)(1)(c) – Requirement: A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities.

Response: CommCan will install a “duress alarm” (silent alarm to signal alarm user being forced to turn off system), a “holdup alarm” (robbery in progress), and a “panic alarm” (life threatening or emergency situation). Alarms will be coordinated with local law enforcement.

Section 725.110(D)(1)(d) – Requirement: Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the RMD or area.

Response: The building will be well illuminated and video cameras will be at all entry and exit points as well as the parking lot, so as to allow for the capture of clear and certain identification of any person entering or exiting the RMD or area. Also, video cameras will be positioned in all areas that contain marijuana including the vault.

Section 725.110(D)(1)(e) – Requirement: Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the DPH upon request and that are retained for at least ninety (90) calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the RMD is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information.

Response: CommCan’s video recording will be operational twenty-four (24) hours a day/seven (7) days a week. Videos will be retained for a minimum of ninety (90) days or unless requested longer by appropriate authority.

Section 725.110(D)(1)(f) – Requirement: The ability to immediately produce a clear, color, still photo (live or recorded).

Response: CommCan will maintain a high-quality printer in the control station that is capable of immediately producing a clear still photo from any video camera image.

Section 725.110(D)(1)(g) – Requirement: A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.

Response: CommCan will embed a date and time stamp on all recordings. The date and time will be synchronized and set correctly and will not significantly obscure the picture.

Section 725.110(D)(1)(h) – Requirement: The ability to remain operational during a power outage.

Response: CommCan’s video cameras will be supported by a backup battery, ensuring their ability to remain operational during a power outage.

Section 725.110(D)(1)(i) – Requirement: A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

Response: CommCan's surveillance system will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

Section 725.110(D)(2) – Requirement: All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction, and alterations.

Response: CommCan will maintain all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction, and alterations. This will be a limited access area featuring electronic locks that allow restricted access to select authorized dispensary agents, such as the Chief Security Officer and Chief Executive Officer, as well as law enforcement authorities and the DPH.

Section 725.110(D)(3) – Requirement: In addition to the requirements listed in 105 CMR 725.110(D)(1) and (2), the RMD shall have a back-up alarm system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

Response: CommCan will have a back-up alarm system, with all capabilities of the primary system, which shall not be installed/monitored by the same company as the primary security system.

Section 725.110(D)(4) – Requirement: Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, security system service personnel, and the Department. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Department upon request. If on-site, surveillance rooms shall remain locked and shall not be used for any other function.

Response: CommCan's video surveillance system will have the capability to record, archive and play back video feed for a minimum of thirty (30) days. The system will be internet-based, providing greater flexibility, with the use of high-resolution megapixel cameras, and multiple streams for efficient operations and quick investigations. The electronic recording system hub and all recordings will be stored in a locked, tamper-proof compartment within the security viewing area. This will be a limited access area

with entry restricted only to select authorized dispensary agents, such as the Chief Security Officer and Chief Executive Officer, as well as law enforcement authorities and the DPH. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the DPH upon request.

Electronic locks will be used to secure the control station, access will only be granted to authorized dispensary agents.

Section 725.110(D)(5) – Requirement: All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed thirty (30) calendar days from the previous inspection and test.

Response: CommCan will ensure all security equipment is in good working order via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

REGISTERED MARIJUANA DISPENSARY TRANSPORTATION OF MARIJUANA AND MIPS

Section 725.110(E)(1) – Requirement: Only a dispensary agent may transport marijuana or MIPS on behalf of a RMD, whether between RMDs, RMD sites, or to registered qualifying patients or personal caregivers.

Response: CommCan will use only highly trained dispensary agent couriers to transport marijuana or MIPS between RMDs, RMD sites, or to registered qualifying patients or personal caregivers.

Section 725.110(E)(2) – Requirement: A RMD shall:

- a) Weigh, inventory, and account for on video all marijuana to be transported prior to its leaving the origination location;
- b) Re-weigh, re-inventory, and account for on video all marijuana transported, within eight hours after arrival at the destination RMD except in the case of home delivery pursuant to 105 CMR 725.110(E)(11);
- c) Document and report any unusual discrepancy in weight or inventory to the DPH and local law enforcement within twenty-four (24) hours;
- d) Complete a shipping manifest in a form and manner determined by the DPH, for retention by the origination location, and carry a copy of said manifest with the products being transported; and
- e) Securely transmit a copy of the manifest to the receiving RMD prior to transport except in the case of home delivery pursuant to 105 CMR 725.110(E)(11).

Response: Orders received from the RMD to the cultivation site, and from qualifying patients, or personal caregivers for home delivery will be routed to a CommCan agent designated to processing orders for delivery. The agent will then package the order in a designated room within the RMD. When the order is complete, the agent will inform the courier of a delivery (which may or may not be the same calendar day).

A collaborative review by an agent designated to processing orders for delivery, and the courier is needed to crosscheck all products against the packaging invoice prior to packing the transportation box.

Each packaging invoice will contain the following information, which will be verified by both parties and signed off on by each party on the invoice copy:

- Quantity of product by variety and form (form relating to raw flower buds, concentrates or a particular MIP).
- Price per unit of each product.
- Date of delivery and estimated time of delivery.
- Product documentation on each variety shipped with laboratory testing results.
- The name (which must be initialed) by the designated agent who prepared and packaged the items being delivered.
- The name of the dispensary, phone number, designated agent name and agent's private cell phone number (in case of emergency) are listed on the invoice.

Once the verification is complete, the order will be placed in the transport box. The designated agent will then lock the transport box for delivery. A copy of the packaging invoice will accompany the transport.

Section 725.110(E)(3) – Requirement: A RMD shall retain all shipping manifests for no less than one (1) year and make them available to the DPH upon request.

Response: CommCan will retain all packaging invoices (i.e., shipping manifests) for no less than one (1) year and will make them available to the DPH upon request.

Section 725.110(E)(4) – Requirement: A RMD shall ensure that marijuana is:

- a) Transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana;
- b) Not visible from outside the vehicle; and
- c) Transported in a vehicle that bears no markings that indicate that the vehicle is being used to transport marijuana nor indicates the name of the RMD.

Response: It is CommCan's policy to be as inconspicuous as possible when delivering product and to avoid drawing attention to any vehicle for the safety of the RMD, its agents and patients. RMD vehicles will bear no markings that indicate that the vehicle is being used to transport marijuana nor indicate the name of the RMD. Additionally, vehicles with excessive bumper stickers, extra-large tires, tinted windows, unusual paint color, pinstriping, or raised chassis are not permitted to be used for transport, as they will only draw unwanted attention. Marijuana will be secured and transported so as not to be visible from outside the vehicle.

CommCan will use locked transport boxes to deliver products. The Chief Executive Officer and Chief Operating Officer will each have a set of keys, and a separate set will be given to the agent responsible for inventory and to courier(s), on an as-needed basis, for the purpose of home delivery. The couriers will deliver the product to the RMD,

registered qualifying patient, or personal caregiver, who will unlock it in view of the agent receiving the deliver for the RMD, the registered qualifying patient, or personal caregiver and remove all items. This reduces liability on CommCan's part and circumvents agent theft of products.

CommCan will be using specially designed transport boxes with two separate embedded locks designed by security specialists. The transport boxes are designed to be the strongest and most durable in the industry.. They are currently in use in industrial construction companies, and art and jewelry dealers for shipping precious cargo that requires ultimate security.

The transport box is constructed with heavily reinforced 16-gauge steel construction and a flat exterior, eliminating exposed handles. Dual locks are in recessed areas, making it impossible to attempt to cut locks off. Heavy-duty locking arms support the lid, and all hinges are welded on the inside of the box for extra security.

Locks are reinforced, and the laminated steel body adds strength and durability. Patented dual-locking levers offer added protection from prying and hammering, while the 7/16" hardened alloy shackle makes it tough to cut or saw off the box. Each lock is independent of the other and requires a separate key to open, thus preventing a lost key from opening the box.

The transport box will be stored within a secure, locked storage compartment that is part of the vehicle transporting the product.

During all transport, a high-powered GPS tracking device is placed inside the box and can be monitored in real-time on both the web and any smart phone that has internet and browser capability. In the unlikely event of a loss, CommCan can work in conjunction with law enforcement to trace the missing box. Due to the unique heavy-duty construction and locks, it would take several hours for any unauthorized person to get into the box, which is enough lead time to trace down the culprit using GPS.

Section 725.110(E)(5) – Requirement: Any vehicle transporting marijuana shall travel directly to the receiving RMD and shall not make any stops except in the case of home delivery pursuant to 105 CMR 725.110(E)(11). In case of an emergency stop, a detailed log must be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle.

Response: CommCan couriers will travel directly to and from RMDs and patient homes with no stops permitted, except in the case of an emergency. In case of an emergency stop, a detailed log will be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle. Vehicles must have more than a half-tank of gas prior to departing the RMD. If the fuel level is less than half of a tank, the couriers must stop and refuel prior to loading.

Section 725.110(E)(6) – Requirement: A RMD shall ensure that all delivery times and routes are randomized.

Response: CommCan policies regarding delivery schedules are as follows:

- Times for delivery are not set up on a weekly timed schedule. For security reasons, the days of the week and times are randomized to thwart any possibility of robbery.
- Delivery times are appointed according to courier schedules, and RMD and patient needs.
- Deliveries of product are not announced on any dispensary calendar, nor are they put into any online calendar for view by the general public.
- Delivery routes are randomized for security purposes. Prior to making the first delivery, it is the responsibility of the courier to do a “test-run” from the RMD on various streets to find potential routes that are efficient and well-traveled.
- Deliveries can only take place between 10 a.m. and 3 p.m. to avoid rush hour traffic and dispensaries’ high-volume sales times.

Section 725.110(E)(7) – Requirement: A RMD shall staff all transport vehicles with a minimum of two (2) dispensary agents. At least one (1) dispensary agent shall remain with the vehicle at all times that the vehicle contains marijuana.

Response: CommCan will staff the transportation service with a minimum of two (2) dispensary agents (Couriers). At least one (1) dispensary agent will remain with the vehicle at all times that the vehicle contains marijuana.

Section 725.110(E)(8) – Requirement: Each dispensary agent shall have access to a secure form of communication with personnel at the sending site at all times that the vehicle contains marijuana.

Response: Couriers will be required to carry smart phones such as iPhones, Androids, Blackberrys or other devices that have GPS technology and serve as a secure form of communication with the personnel at the sending site at all times that the vehicle contains marijuana. Should a dispensary agent not own a phone with these features, CommCan will provide a temporary-use phone to the courier.

Section 725.110(E)(9) – Requirement: Each dispensary agent shall carry his or her DPH-issued registration card at all times when transporting marijuana and shall produce it to the Department’s authorized representative or law enforcement official upon request.

Response: Each of CommCan’s couriers will carry his or her DPH-issued agent ID registration card at all times when transporting marijuana and will produce it to the DPH’s authorized representative or law enforcement official upon request.

Section 725.110(E)(10) – Requirement: A RMD shall report to the DPH and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within 24 hours.

Response: CommCan will report to the DPH and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR

725.110(F), that occur during transport, within twenty-four (24) hours. CommCan's security policies and procedures will contain detailed instructions for how couriers should respond if stopped by law enforcement, are involved in an accident, and/or experience diversion.

Section 725.110(E)(11) – Requirement: Home delivery of marijuana to a registered qualifying patient or a personal caregiver shall be conducted in accordance with 105 CMR 725.105(F) and 105 CMR 725.110(E).

Response: Arrival at the delivery destination will be carried out as follows:

- When the couriers are approximately five (5) minutes away from the delivery destination, courier two will telephone the registered qualifying patient or personal caregiver to inform them of the impending arrival and to alert any dispensary security team members of the arrival.
- At the moment of arrival, courier two will telephone the registered qualifying patient or personal caregiver to inform them of arrival.
- For home deliveries, the registered qualifying patient or personal caregiver will verify safety and direct courier two to exit the delivery vehicle.
- At this time, courier two will display the CommCan ID badge in plain view for verification to the registered qualifying patient or personal caregiver.
- Likewise, courier two will verify patient or caregiver credentials, including personal identification prior to removing the transport box from the vehicle.
- If there are any unfamiliar faces present, or if credentials do not match, the CommCan couriers will exit the premises and return to the delivery vehicle.
- After verification, courier two will remove the transport box from the vehicle and enter the delivery location.
- Courier two will call a designated agent of CommCan (e.g. security agent) and verify his/her safe arrival.
- Once safely inside, the courier will unlock the transport box.
- In the case of home delivery, courier two will provide the registered qualifying patient or personal caregiver with a copy of the packaging invoice. The patient or caregiver will verify the accuracy of the delivery as described on the packaging invoice, will initial each line item on the invoice, then place his/her full signature at the bottom of the invoice to indicate receipt of the merchandise as documented on the packaging invoice.
- All documentation will be placed back in the locked transport box to prevent document-tampering.
- Courier two will take the transport box back to the transport vehicle and return to CommCan.

Leaving the patient location will include the following process:

- Courier two will call CommCan to inform staff of a completed delivery and that the Courier is on route back to the RMD.

- Courier two will verify that the phone and GPS Tracking program are active for the return trip to CommCan.
- In the case of a home delivery, courier one will be notified by courier two to perform a security check of the immediate vicinity prior to courier two leaving the location with the empty transport box.
- Once courier one gives the all-clear signal to courier two, he/she will exit the location and place the transport box into the delivery vehicle.
- Once courier two is safely in the locked vehicle, he/she will telephone CommCan to inform them transport is ready to depart the location for the RMD.
- The couriers will return to CommCan using an approved randomized route without any stops.
- The couriers must telephone CommCan for any changes in the preplanned route back to the RMD.
- When the couriers are approximately five (5) minutes from the RMD, Courier Two will telephone CommCan so that the designated agents can prepare for the delivery vehicle to arrive at the RMD.

Section 725.110(E)(12) – Requirement: Each vehicle used for transport of marijuana shall have a global positioning system monitoring device that is monitored by the RMD during transport.

Response: Couriers will be required to carry smartphones such as iPhones, Androids, Blackberrys or other devices that have GPS technology and serve as a secure form of communication with the personnel at the sending site at all times that the vehicle contains marijuana. Should a dispensary agent not own a phone with these features, CommCan will provide a temporary-use phone to the couriers.

The purpose of smart phones is to use the GPS Tracker application from an application such as AppBrain.com. The application will allow staff at the RMD to track routes used by the delivery couriers for expected arrival times at drop-off locations and in the case of an emergency. This is a safety measure for CommCan's staff and also a deterrent so that couriers do not take any unpermitted side trips.

INCIDENT REPORTING

Section 725.110(F)(1) – Requirement: A RMD shall immediately notify appropriate law enforcement authorities and the DPH within twenty-four (24) hours after discovering the following:

- a) Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent;
- b) Any suspicious act involving the sale of marijuana by any person;
- c) Unauthorized destruction of marijuana;
- d) Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
- e) An alarm activation or other event that requires response by public safety personnel;

- f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and
- g) Any other breach of security.

Response: CommCan will notify appropriate law enforcement authorities and the DPH within twenty-four (24) hours after discovering incidents involving material inventory discrepancies, compromises to the RMD's security equipment, threats and acts of violence and security-related incidents such as theft, loss, vandalism, malicious or unauthorized use of company equipment or facilities, and allegations of employee misconduct.

Section 725.110(F)(2) – Requirement: A RMD shall, within ten (10) calendar days, provide written notice to the DPH of any incident described in 105 CMR 725.110(F)(1), by submitting an incident report in the form and manner determined by the DPH, which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

Response: Within ten (10) calendar days of an incident, as noted above, CommCan will submit an incident report detailing the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

Section 725.110(F)(3) – Requirement: All documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) shall be maintained by a RMD for no less than one year and made available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.

Response: CommCan will maintain all documentation related to a reported incident for no less than one (1) year and will make this information available to the DPH and law enforcement authorities upon request.

SECURITY SYSTEM AUDIT

Section 725.110(G) – Requirement: A RMD must, on an annual basis, obtain at its own expense a security system audit by a vendor approved by the DPH. A report of such audit must be submitted, in a form and manner determined by the DPH, no later than thirty (30) calendar days after the audit is conducted. If the audit identifies concerns related to the RMD's security system, the RMD must also submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

Response: CommCan will undertake an annual security system audit using a DPH-approved vendor. The findings of this audit will be submitted to the DPH no later than thirty (30) days after the audit is conducted. CommCan will also submit all necessary plans detailing how any findings will be mitigated within ten (10) business days of submitting the audit.

ATTACHMENT H
Curbing Waiver Request Form

Medway Planning and Economic Development Board
FORM Q - Request for Waiver from Rules and Regulations
Complete 1 form for each waiver request

Project Name:	2 Marc Road
Property Location:	2 Marc Road (Parcel 33-001, 24-015 and 24-016)
Type of Project/Permit:	Major Site Plan Application
Identify the number and title of the relevant Section of the applicable Rules and Regulations from which a waiver is sought.	Section 205-6.H Curbing
Summarize the text of the relevant Section of the Rules and Regulations from which a waiver is requested.	The regulation requires vertical granite curb or "similar" around parking lots.
What aspect of the Regulation do you propose be waived?	Vertical granite curb
What do you propose instead?	Bituminous cape cod berm
Explanation/justification for the waiver request. Why is the waiver needed? Describe the extenuating circumstances that necessitate the waiver request.	The applicant believes the proposed curbing is an appropriate method to delineate the boundary of the proposed parking lot and that it is consistent with the general industrial park area.
What is the estimated value/cost savings to the applicant if the waiver is granted?	\$5,000
How would approval of this waiver request result in a superior design or provide a clear and significant improvement to the quality of this development?	The proposed waiver would allow a very reasonable curbing material given the location at the rear of an existing developed industrial park.
What is the impact on the development if this waiver is denied?	Cost implications
What are the design alternatives to granting this waiver?	Curbing meeting the specifications of the bylaw is proposed
Why is granting this waiver in the Town's best interest?	It will allow the development to be consistent with the area
If this waiver is granted, what is the estimated cost savings and/or cost avoidance to the Town?	None
What mitigation measures do you propose to offset not complying with the particular Rule/Regulation?	None
What is the estimated value of the proposed mitigation measures?	None
Other Information?	No
Waiver Request Prepared By:	Merrikin Engineering, LLP
Date:	May 5, 2016

Questions?? - Please contact the Medway PED office at 508-533-3291.



TETRA TECH

May 5, 2016

Ms. Susan E. Affleck-Childs
Medway Planning and Economic Development Coordinator
Medway Town Hall
155 Village Street
Medway, MA 02053

**Re: Major Site Plan Review
Proposed Marijuana Cultivation Facility
2 Marc Road
Medway, Massachusetts**

Dear Ms. Affleck-Childs:

Tetra Tech (TT) has performed a review of the proposed Site Plan for the above-mentioned project. The project includes the construction of a proposed two story, 60,000 square foot marijuana cultivation facility on land that consists of three parcels held in common ownership. The sites are currently being used as a storage and processing area of earthen products. The applicant is also proposing to reconstruct a portion of Jayar Road from the intersection of Marc Road to Industrial Park Road.

Proposed stormwater infrastructure includes utilizing catch basins, manholes, water quality units, swales and infiltration basins to mitigate increase in post condition peak runoff rates. Existing drain swales located on-site are also proposed to be cleaned out and maintained as part of the proposed project to ensure all proposed drain infrastructure performs as designed. The applicant will be filing necessary paperwork with the Town of Medway Conservation Commission concurrently with the Site Plan Approval process.

TT is in receipt of the following materials:

- A plan (Plans) set titled "2 Marc Road, Site Plan of Land in Medway, Massachusetts", dated March 30, 2016, prepared by Merrikin Engineering, LLP (ME).
- A plan (Plans) set titled "Rosenfeld, Medway Cultivation Facility Medway, Massachusetts", dated November 24, 2015, prepared by Keenan + Kenny Architects, Ltd (KKA).
- A form (Application Forms) set titled "Application for Major Site Plan Approval", dated April 1, 2016, prepared by ME.
- A description (Projection Description) titled "Project Description and Development Impact Statement for 2 Marc Road" prepared by ME.
- A form set titled "Medway Planning and Economic Development Board, Form Q - Request for Waiver from Rules and Regulations", dated January 26, 2016, prepared by ME.
- A stormwater management report (Stormwater Report) titled "Stormwater Report" dated March 30, 2016, prepared by ME.

The Plans, Stormwater Report and accompanying materials were reviewed for conformance with the Town of Medway Planning Board Rules and Regulations (Chapter 200), MA DEP Stormwater Management Standards (Revised January 2008), Town of Medway Water/Sewer Rules and Regulations and good engineering practice. The following is a list of comments generated during the review of the design documents. Reference to the applicable regulation requirement is given in parentheses following the comments.

Conformance with Planning Board Rules and Regulations for Submission and Review of Site Plans (Chapter 200):

- 1) The applicant requested a waiver to eliminate a traffic impact assessment from the required elements of the Development Impact Statement. (Ch. 200 §204-3.A.7.a) The applicant states that the Project is near the end of dead end road with light traffic and does not have direct access to major state route. TT is not opposed to granting this waiver request, however the applicant should provide additional information regarding expected traffic generation.
- 2) The Plans shall be stamped, signed and dated by qualified Registered Architect. (Ch. 200 §204-4.A)
- 3) The applicant shall verify that all existing and proposed elevations refer to North American Vertical Datum of 1988 (NAVD 88). (Ch. 200 §204-4.D)
- 4) The locus plan shall be at a maximum scale of one (1) inch equals on thousand (1,000) feet. (Ch. 200 §204-5.B.1)
- 5) The applicant requested a waiver for "Existing Landscape Inventory" due to the existing site being previously developed. TT is not opposed to granting this waiver as the site is currently in a cleared condition being used to process earthen materials. (Ch. 200 §204-5.C.3)
- 6) The applicant shall provide radius of proposed curb radii at curb cuts to Marc Road.(Ch. 200 §204-5.D.2)
- 7) The applicant requested a waiver for "Landscape Architectural Plan" as the Department of Public Health (DPH) prohibits shrubs and trees in proximity to the building. Perimeter tree plantings are proposed adjacent to property lines. TT is not opposed to this waiver as the DPH recommendation appears to be required to maintain safety in and around the facility.(Ch. 200 §204-5.D.7)
- 8) The applicant shall provide a Signage Plan including design, materials, dimensions and lighting. (Ch. 200 §204-5.D.12)
- 9) The applicant shall provide a Lighting Plan for the proposed site. (Ch. 200 §204-5.D.13)
- 10) It is recommended bituminous concrete surfacing within the parking area be a minimum of three and one-half (3½") inches. (Ch. 200 §205-6.D)
- 11) The applicant has provided 9' X 18' standard parking spaces on-site. The regulations state that standard spaces are to be 10' X 20'. A 9' x 18' standard space is typical for the industry, however, end parking stalls are recommended to be 10' X 18' to allow for proper maneuvering into and out of the end spaces. (Ch. 200 §205-6.G.3.a)
- 12) The proposed site plans show landscaped islands adjacent to the building at the front entrance. However, the rendering shown in the KKA set of plans shows the island in the front of the building as a sidewalk. If the southern side of the building is to be bounded with sidewalk, wheel stops are recommended at the head of each parking stall to prevent bumper overhang over the sidewalk. (Ch. 200 §205-6.G.3.b)

The following items were found to be not in conformance with the MA DEP Storm Water Management Standards, or requiring additional information as it relates to site drainage facilities:

- 13) Existing swales are proposed to be utilized as discharge points of the proposed stormwater system. It is recommended the applicant provide data on existing available swale capacity and likelihood of upstream runoff impacting the proposed stormwater design.

- 14) The applicant is proposing to use infiltration basins as BMP's in the proposed stormwater design. However, the proposed HydroCAD model and Stormwater Report (Standard 3) does not provide for exfiltration from the basins. Furthermore, the bottom of the basins are located within 4 feet of the seasonal high groundwater elevation which would require mounding analysis for each basin.

The following items were found to be not in conformance with the Town of Medway Water/Sewer Rules and Regulations:

- 15) The Applicant shall add note "Plumbers and drain layers of established reputation and experience will be licensed by the Board as Drain Layers authorized to perform work." (Article 111-2)

The following items were found to be not in conformance with good engineering practice or requiring additional information:

- 16) TT recommends a construction fence be installed during construction to promote safety by restricting unauthorized entry by the general public.
- 17) It is recommended the applicant provide detail for CO2 Pad, 3,000 gal CO2 tank, and Vaporizer.
- 18) TT recommends the applicant provide pavement markings or signage at the rear of the site to further direct traffic to one of the two exits and loading dock area.
- 19) TT recommends decreasing the paved area located behind the building to reduce impervious cover and likelihood of vehicles using the area for parking. In the current phase of the project, the paved area has no intended use.
- 20) It is recommended the applicant provide a cross-section of the proposed improvements to Jayar Road. It is recommended the applicant re-construct the roadway to town standards due to the applicant's intention to have the road accepted by the town in the future.
- 21) It is recommended a hydrant be placed at the rear of the site or per recommendation of fire chief/Medway DPS.

These comments are offered as guides for use during the Town's review. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

Very truly yours,



Sean P. Reardon, P.E.
Vice President

P:\21583\143-21583-16004 (2 MARC ROAD PEDB REVIEW SERVICES)\DOCS\REVIEW\TR_MEDICAL MARIJUANA CULTIVATION FACILITY_2016-05-05.DOCX

HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (the "Agreement"), made and entered into as of this 14th day of October, 2015 (the "Effective Date"), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts ("Medway" or the "Town") having its offices at 155 Village Street, Medway, Massachusetts 02053, and Exelon West Medway II, LLC, a Delaware limited liability company ("Exelon" or "Owner"), having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348. The Town and Exelon may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Medway is host community to the 94-acre West Medway Generating Station site (the "Site") on Summer Street in Medway, owned by Exelon and having a total nominal capacity of 135 megawatts ("MW") (the "Plant");

WHEREAS, Exelon has proposed to construct a new fast-starting peaking facility (the "Facility"), with two electric combustion turbines (100 MW each) with a combined net nominal electrical output of 200 MW located on a portion of the Site, as shown on Exhibit A (the "Project");

WHEREAS, Exelon has petitioned the Massachusetts Energy Facilities Siting Board (the "EFSB") for approval to construct the Project, and the EFSB has docketed the proceeding as EFSB 15-1/DPU 15-25 (the "Proceeding");

WHEREAS, Exelon has applied for or will apply for all necessary permits and approvals for the Project;

WHEREAS, Medway's technical consultants, officials, staff and legal counsel have extensively analyzed the Project and concluded that, subject to the agreements contained herein, and Exelon's strict adherence to all applicable federal, state and local permits, laws and regulations, the net result of the Project's construction and operation is consistent with preservation of the human and natural environment and will protect the interests of the Town;

WHEREAS, Medway intends, through this Agreement and through all legal powers and remedies available to it, to protect the best interests of its residents, businesses, and its corporate organization at all times to ensure that the Project is safe, efficient, and beneficial for the Medway community;

WHEREAS, Exelon is willing to make environmental, public health and public safety payments or other investments, undertake protective or mitigation measures and certain non-monetary public health and public safety measures, as set forth herein;

WHEREAS, Exelon and Medway desire to have this Agreement submitted to the EFSB and incorporated into the final decision issued by the EFSB in the Proceeding;

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Medway and Exelon do hereby covenant and agree, as follows:

1. Recitals.

The Parties ratify, confirm and incorporate herein the above Recitals.

2. Cooperation Between Exelon and Medway.

Exelon and Medway have entered into this Agreement to foster a cooperative working relationship with respect to the Project and the Facility. Both parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a commercially reasonable manner.

3. Term.

This Agreement shall commence on the date hereof and, except as otherwise provided herein, shall end on the last day of the calendar year in which Exelon last generates electricity at the Facility (the "Term"). This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The provisions of this Agreement that shall expressly survive termination of this Agreement are set forth in Section 26.

4. Permitting.

Exelon shall be responsible for applying for all applicable and required local permits, and shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. Exelon shall not restrict and instead shall facilitate on-site inspections required for determining compliance with any applicable permit or approval by the appropriate Medway official during construction of the Project or operations of the Facility.

5. Independent Agreement.

It is acknowledged and agreed that this Agreement, in part and in its entirety, is and shall remain separate and distinct from any other agreements made between the Owner and the Town relative to this Project, including any tax agreement entered into between Exelon, the Medway Board of Selectmen regarding the tax valuation of the Facility, after completion of the Project. This tax agreement shall be referred to herein as the "PILOT."

6. Amount and Term of Payments.

The payments made pursuant to this Agreement shall be independent of, and are in no way dependent upon, payments to be made to the Town pursuant to the PILOT.

A. Emergency Preparedness Funds

1. Exelon shall pay to the Town each year of the Term of this Agreement the sum of fifteen thousand dollars (\$15,000) for the purpose of providing fire, emergency management services, police and first responder training on responses to the Facility and adjoining parcels. The first such payment shall be due in the year in which construction of the Facility commences, on or before the date that is the later of occur of (i) thirty (30) days after the commencement of construction of the Facility and (ii) September 30th of such year; in subsequent years, such payment shall be due on or before September 30th of each year.

2. As mitigation for all fuel oil currently stored at the Plant and proposed to be stored at the Facility, Exelon shall pay to the Town the sum of six hundred and fifty thousand dollars (\$650,000) for the purchase, acquisition, and equipping of a foam and structural firefighting appliance vehicle as well as the training of personnel thereon. The specific design of this vehicle shall be the responsibility of the Medway Fire Chief or his designee(s). The payment of this sum shall occur not more than sixty (60) days following the commencement of construction. In no event shall any quantity of fuel oil be stored in the Facility's new storage tank prior to delivery of the new firefighting vehicle to the Town.

3. Exelon shall provide the Town with funds to purchase a dry-chemical firefighting vehicle (such payment not to exceed one hundred thousand dollars (\$100,000)), not more than thirty (30) days after the Effective Date.

4. Exelon will provide the Town with fifty thousand dollars (\$50,000), not more than thirty (30) days after the Effective Date, to assist with emergency management and preparedness.

B. Environmental and Technical Review Fund

Exelon shall pay to the Town the sum of one hundred thousand dollars (\$100,000) for the Town to retain independent legal, environmental, noise, and other technical consultants necessary for the Town to review all Project proposals and permit applications. This amount shall be paid to the Town not more than thirty (30) days following the Effective Date. This amount shall be independent of any fees paid to any board or commission of the Town in connection with an application for a permit or approval filed by Exelon in connection with the Project.

C. Water Analysis Fund

Exelon shall pay to the Town twenty-eight thousand dollars (\$28,000) to conduct a water analysis of the Project not more than thirty (30) days after the Effective Date. The Parties also

hereby acknowledge Exelon's prior payment of the sum of forty thousand dollars (\$40,000) to the Town in 2014 to assist the Town in finding unaccounted-for water.

D. Property Value Security Fund

In order to provide security in the event that a party that is the owner of a residential property located within three hundred (300) feet of the boundaries of the Site prior to the date that the EFSB approves construction of the Project (an "Abutter") experiences a material reduction in the value of their home directly attributable to the Facility and can reasonably demonstrate such reduction, Exelon shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000) per property. In the event that an Abutter wishes to make a claim for such compensation, it must file a claim with the Board of Assessors within five (5) years of the date of commencement of construction of the Project. The Town shall provide Exelon written notice of such claim, and Exelon and the Town shall provide the Abutter with a list of three appraisers that are mutually acceptable to the Town and Exelon. The Abutter shall select one appraiser from that list. The Abutter and Exelon shall each pay half of the cost of such independent third-party appraiser. If the appraiser's findings confirm that the Abutter has experienced an economic loss due to a material reduction in the value of their home directly attributable to the Facility, Exelon shall refund the Abutter's cost of the appraisal and shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000). On or prior to the commencement of construction of the Project, a) Exelon shall establish an escrow account (the "Security Account") with a national banking institution, and shall maintain such account until the later to occur of (i) the date that is five (5) years after the commencement of construction of the Project and (ii) that date on which the last properly-filed claim under this Section has been resolved; and b) shall initially deposit \$50,000 into the Security Account. Funds in the Security Account shall be used by Exelon to compensate Abutters in accordance with this Section. In the event that, at the end of any month during the term of the Security Account as set forth above, the balance of funds in the Security Account is less than \$50,000, Exelon shall, on or before the 15th day of the subsequent month, deposit sufficient additional funds into the Security Account so as to restore the balance to not less than \$50,000.

For the purposes of this subsection, in the event that more than one party owns an interest in such a property, all such owners with respect to a property shall collectively, and not individually, be deemed one Abutter.

E. Decommissioning

Exelon shall decommission and remove the Facility following the end of all use and/or operations of the Facility, at Exelon's sole cost and expense, in accordance with All Applicable Laws, in accordance with Good Industry Practice and in a safe and environmentally controlled process to manage long-term safety, security, and maintenance of facilities, including, without limitation, the potential dismantlement and sale of equipment and restoration of the Site. Within thirty (30) days of the date of initial commercial operation of the Facility (the "Commercial Operation Date" or "COD"), Exelon shall deliver to the Town a parental guaranty from Exelon Generation Company, LLC, in a form reasonably acceptable to the Town, in the amount of two

million dollars (\$2,000,000) to provide financial assurance for the decommissioning and removal of the Facility after all use of the Facility has permanently ceased. Exelon shall provide the Town a copy of any decommissioning plan it files with any Governmental Authority in connection with the permitting or approval of the Project. Exelon shall provide the Town with at least 180 days prior written notice of the decommissioning of the Plant or the Facility. This Section 6(E) shall survive the termination of this Agreement until all obligations hereunder have been fully discharged.

For purposes of this Section and this Agreement, the term "All Applicable Laws" shall mean any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Facility. Exelon shall ensure that any subcontractors hired to perform construction of the Project shall be required to comply with All Applicable Laws and shall be adequately insured. For purposes of this Section and this Agreement, "Good Industry Practice" shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the construction, operation and maintenance of generating plants similar in size and technology to the Facility) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of the best or any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts. For purposes of this Section and this Agreement, "Governmental Authority" shall mean the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal.

F. Energy Conservation Awareness Fund

Medway intends to implement an energy conservation awareness program. Exelon hereby agrees to work with the Town to support and sponsor such program. On or before September 30th of each year of this Agreement following the commencement of construction of the Facility, Exelon shall contribute an annual sum of twenty thousand dollars (\$20,000) to the Town. The Parties acknowledge and agree that such funds may be utilized by the Medway Public Schools, the Medway Energy Committee, and the Town, for purposes related to energy conservation awareness, including, but not limited to, public awareness and education, energy efficiency expenses and programs, energy grants and support for Medway's activities as a "Green Community" approved by the Massachusetts Department of Energy Resources.

7. Facilitation of the Project.

Medway agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary to accomplish the Project and to act at all times during such review within its legal capacity. This Section is not intended to and shall not be construed to imply that the Board of Selectmen has the authority to direct the outcome of any application submitted to any independent, local permit-issuing authority nor that the Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Project or the Facility.

8. Compliance with Laws.

Exelon shall ensure that the construction of the Facility and all of its operations related thereto shall conform to and comply with All Applicable Laws. In addition, Exelon and any subcontractor hired to construct the Project shall do so in accordance with Good Industry Practice.

9. Project Scheduling.

Prior to Exelon conducting any construction or construction-preparation activities, Exelon shall provide the Town with a written timetable setting forth the pre-construction, construction and completion schedule. The Parties agree to coordinate, to the greatest extent reasonably possible, construction activities for the Project. The Parties further agree to coordinate, to the extent possible, construction for the Project in concert with other road construction projects that are scheduled by the Town. Exelon shall provide notice to the Town of any material changes to the pre-construction, construction and/or completion schedule and, in case, of any delay of three (3) months or more in such schedule(s).

10. Air Quality.

Exelon shall meet all air emissions requirements imposed with respect to the Facility under its plan approvals, operating permits and licenses and under All Applicable Laws. Exelon shall comply with All Applicable Laws concerning the safe transportation, handling, use, and storage of aqueous ammonia.

Exelon shall install and maintain in-stack continuous emissions monitors ("CEMs") in compliance with the requirements of the Massachusetts Department of Environmental Protection ("DEP") and the United States Environmental Protection Agency ("EPA"). In the unlikely event that there is a lapse in compliance with any air emissions requirement, Exelon shall provide to the Board of Health of the Town copies of (i) any excess emissions reports or reports of deviations which Exelon files with either DEP or EPA, and (ii) any notice of violation or notices of non-compliance received from DEP or EPA, within ten (10) business days of filing or receipt, as applicable.

11. Water and Sewer.

A. Exelon shall be responsible for providing sufficient water to the Facility to ensure proper environmental and air quality controls are in place. It is agreed that no burden shall be placed upon the Town municipal water system in connection with Exelon's provision of water to the Project and/or Facility. The Town will cooperate with Exelon in Exelon's efforts to consider the means by which the Town's piping infrastructure may be interconnected with that of surrounding municipalities to secure alternative water supply sources for the provision of water to the Facility. Exelon shall be solely responsible for all costs associated with any system design and engineering, infrastructure upgrades, remediation for any affected town infrastructure including roads and sidewalks, or purchase of additional equipment necessary (for the Town's system or otherwise) to utilize an alternative water supply source.

Exelon shall assume responsibility for any and all costs associated with delivery of water to the Facility, including, but not limited to, interconnections (including with an adjoining community), metering, pumping, regulators, backflow systems, storage, hydrants, piping, and related equipment, designs, and legal and technical services. Further, Exelon shall be responsible for payment to the Town for any water used in excess of the metered amounts authorized as part of any interconnection agreement.

Exelon shall assume responsibility for any interconnections needed to serve the Facility and costs associated with such interconnections.

B. The Town's sanitary sewer service to Exelon during construction of the Project and operations of the Facility will solely be utilized for sanitary and facilities maintenance purposes and shall not exceed five thousand (5,000) gallons per day. Exelon shall comply with all regulations imposed by the Charles River Pollution Control District in connection therewith. Under no circumstance shall any water that has come in contact with the combustion turbines be discharged into the Town's sanitary sewer system.

C. Before initiating new withdrawals or increasing groundwater withdrawals at the Facility, Exelon shall submit to the Town copies of all submissions required of Exelon pursuant to the provisions of G.L. c. 21G and 310 C.M.R. §36.00, including, but not limited to, the following: (i) application for permit; (ii) annual statements of withdrawal; (iii) filings for five-year permit reviews; (iv) permit renewal applications; and (v) permit amendment applications. Exelon shall submit copies of the foregoing to the Town at the time these submissions are due to DEP.

12. Noise and Visual.

A. Exelon shall prepare a construction management plan (the "Construction Management Plan") to the Town as set forth herein. Exelon's activities related to construction of the Facility that generate significant noise levels shall be limited to the hours between 8:00 am and 4:00 pm Monday through Friday and Saturday between 9:00 am and 3:00 pm, except as otherwise approved by the Town.

B. Exelon shall use commercially reasonable efforts through final design and construction of the Facility to shield abutting properties from increases in noise and visual impacts. Exelon shall include all of the proposed noise and visual mitigation measures in the Facility construction contracts into the Construction Management Plan. Exelon shall accomplish this in part through plantings, berm development, and/or fencing. Exelon shall establish a noise testing protocol in the Town with DEP and the Town's designated representative, and shall use best efforts to respond to complaints received by the Town about noise from construction of the Project and/or operations of the Facility and Exelon shall undertake any and all commercially reasonable actions to address such complaints.

C. Exelon shall meet all noise limitations imposed with respect to the Facility under its operating permits, licenses and municipal permits under All Applicable Laws. Exelon shall perform noise testing as required by its operating permits and shall promptly forward the results of any required testing directly to the Town's designated representative. The Town's designated representative may witness the operation noise measurement(s). Exelon shall limit nighttime noise levels such that the combined operation of the Plant and the Facility turbines does not exceed 10 dBA above nighttime ambient levels (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment) and comply with all applicable laws of the Commonwealth of Massachusetts and applicable by-laws of the Town, including, but not limited to, Section 7.3 (Environmental Standards) of the Zoning By-law.

D. Exelon will work with the Town to establish a visual mitigation plan to address the reasonable visual concerns of neighbors, including mitigating the visual effects of the sound buffering wall and will enhance all visual screening in existence at the Plant in accordance with All Applicable Laws.

E. Exelon will ensure that all lighting, landscaping, building and site design(s), and signage will be configured in accordance with All Applicable Laws.

F. Exelon shall cooperate with the Town and provide assistance when requested in the Town's efforts to review the noise testing and other environmental reports for the Project and Facility submitted by Exelon to a Governmental Authority.

13. Traffic Impacts.

A. Exelon agrees to develop a traffic management plan with Medway Town officials ("Traffic Management Plan") as set forth herein. All construction and operations-related heavy truck traffic shall only access the Facility via Hartford Avenue in Bellingham to Summer Street in Medway, unless otherwise identified in the Traffic Management Plan which shall be subject to the approval of the Town's Chief of Police. Oil truck deliveries will not be scheduled during morning or evening rush hours. Exelon hereby agrees to utilize Medway police details as may be required or directed by the Town during construction and operation of the Facility to ensure the safety of the surrounding area at Summer Street. During construction, any deviations from this Traffic Management Plan must be submitted for approval to the Medway Chief of Police for

his approval, not to be unreasonably withheld. Exelon's use of such details in connection with construction or operation of the Facility or upon local public ways shall be subject to the rules and requirements of the Medway Chief of Police.

B. All design, construction management and operations plans related to the Facility shall comply with all applicable building, plumbing, electrical, gas, and fire safety codes of the Town and All Applicable Laws. The Medway Fire Chief shall be consulted in the development of all plans as they relate to fire safety and emergency medical requirements and his suggestions shall be incorporated into the design and operations plans for the Facility as appropriate. The Town shall include reference to the Facility and its operations as necessary in its emergency management procedures.

C. Exelon shall, following construction of the Project (but in no event later than six (6) months following completion of the construction), repair any damage to Summer Street and West Street in Medway and Main Street from the Bellingham town line to Summer Street in Medway caused by construction of the Project. Such repair shall be completed in accordance with commonly accepted standards of road construction and condition.

D. Exelon hereby agrees to coordinate with the Medway and Bellingham Chiefs of Police, the Medway Director of Public Services and the Bellingham Director of Public Works in advance of any transportation of oversized and/or overweight loads in connection with construction or operation of the Facility. If any such official, in his/her sole discretion, determines that a weight study is required prior to such transportation, Exelon shall conduct the requested study at its sole cost and expense.

14. Health and Safety.

A. Exelon hereby acknowledges that the use of fuel oil at the Facility as a power generation source/fuel is discouraged by the Town. The Town hereby acknowledges that conditions may exist where natural gas supplies are interrupted and/or not feasible and Exelon may choose to use fuel oil for limited periods of operations. Exelon will use commercially reasonable efforts to minimize the use of fuel oil and any such use of fuel oil shall comply with the requirements included in the EFSB approval for the Facility. In any such instance (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment), Exelon shall pay to the Town a sum of five dollars (\$5.00) per megawatt hour ("MWh") of electricity actually generated from oil burning during such operations. Any funds received by the Town pursuant to this Section may be used by the Town for open space, recreation, conservation, and general municipal purposes. Exelon shall provide to the Town copies of the quarterly and annual reports regarding the burning of fuel oil that Exelon is required to file with DEP, within ten (10) business days of such filings.

B. For such time as Exelon is the owner of the proposed Project and/or the Facility, Exelon shall provide and maintain an Exelon employee or employees as a point of contact for the Town ("Exelon Representative(s)"). The Exelon Representative(s) shall be knowledgeable of

the Project and Facility and be in a position of authority to assist the Town with construction, operation, emergency response and decommissioning questions. Upon the Effective Date, Exelon shall provide the Town the contact information (name, address, telephone and email address) of the Exelon Representative(s) and promptly update the Town in the event of a change in the Exelon Representative(s). Upon reasonable request, the Exelon Representative(s) shall provide Medway safety inspectors with access to the Facility to ensure the operations at the Facility adhere to All Applicable Laws and the terms and conditions of this Agreement. The Exelon Representative(s) shall also provide access, after a reasonable notification period of at least twenty-four (24) hours, to Medway officials for emergency response training and Exelon representatives shall also participate in such emergency response training at a mutually acceptable time.

C. Exelon shall maintain its environmental management systems at the Facility with the aim of maintaining environmental compliance, fostering appropriate environmental practices, and demonstrating good environmental performance. In such regard, Exelon shall consider in good faith and to the extent reasonable, implement modified environmental management systems which are consistent with the provisions of the International Organization for Standardization Standard ISO 14001, Environmental Management Systems and American Society for Testing and Materials Publication 14004_96, ANSI/ISO Environmental Management Systems. Annually in the month of the October, Exelon representatives shall meet with the Town Health Agent and safety officials reporting on environmental and safety performance in the prior twelve (12) month period.

15. Use of Local Labor.

Exelon agrees to use commercially reasonable efforts to hire local labor in connection with the construction of the Facility.

16. Local Purchasing.

Exelon agrees to use commercially reasonable efforts to purchase goods and services necessary for the construction of the Facility from local vendors.

17. Community Updates.

A. Exelon agrees to provide promptly to the Town copies of material filings and other information submitted or received in connection with such proceedings before any Governmental Authority related to the Project (other than filings in the Proceeding).

B. Once construction commences, Exelon shall establish a community outreach plan with Medway officials that will provide for timely public dissemination of information regarding construction schedule, work hours, etc. ("Community Outreach Plan"). Exelon will keep Medway reasonably apprised of progress in constructing the Project and shall identify and describe, as promptly as practicable, any significant construction issue which might be reasonably expected to affect the interests of Medway, including, without limitation, matters that may reasonably be expected to affect the interests of the Town and provide advance notice of

any need to conduct construction activities after the standard construction day shift set forth in Section 12(A) of this Agreement. Exelon shall provide construction program management ("Construction Program Management") schedules to the Town on a monthly basis.

C. Exelon shall periodically (but at least once every six (6) months or upon reasonable request of the Medway Board of Selectmen) during pre-construction and construction activities provide public reports to Medway at meetings of the Board of Selectmen, describing its progress in obtaining necessary permits and the status of construction of the Project, and, matters that may reasonably be expected to affect the Town's interests, describing major issues which may have arisen and responding to questions from Town officials and/or the public.

18. Insurance and Indemnification.

A. Exelon shall at all times maintain insurance coverage as required and appropriate for the Plant and the Facility, including insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction and operation of the Facility. Exelon shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type. Exelon may satisfy all or a portion of these insurance requirements through self-insurance.

B. Exelon shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives ("Town Indemnified Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action or suits or judgments by third parties, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with (i) any material breach by Exelon of its obligations, covenants, representations or warranties contained in this Agreement, (ii) Exelon's act or omission that constitutes a violation of All Applicable Laws, or (iii) any other claims arising out of the construction or operation of the Facility in which both Exelon and the Town are named as defendants provided that a) the Town has not materially breached any obligation, covenant, representation or warranty contained in this Agreement or taken any act or omission that constitutes a violation of All Applicable Laws and b) the defenses available to Exelon against such claims are similar to those available to the Town.

C. If a Town Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Exelon of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Exelon shall be required to reimburse the Town for any documented reasonable costs associated with a claim for indemnification by a Town Indemnified Party within sixty (60) days of the Town's submission of its documented costs to Exelon. Upon written acknowledgment by Exelon that it will assume the defense and indemnification of a claim from a Town Indemnified Party, Exelon may assert any defenses which are or would otherwise be available to the Town Indemnified Party. Exelon shall have full control of such defense and proceedings, including the selection of counsel and any settlement of the proceedings.

D. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

19. Representations and Warranties.

A. Town Representations and Warranties. As of the Effective Date, the Town represents and warrants to Exelon:

1. The Town is a municipality in the Commonwealth of Massachusetts with full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Town has full authority to do so and to fully bind the Town; and

3. The Town knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under the Agreement.

B. Exelon Representations and Warranties. As of the Effective Date, Exelon represents and warrants to the Town:

1. Exelon has full legal capacity to enter into this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Exelon has full authority to do so and to fully bind Exelon; and

3. Other than the Proceeding, Exelon knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Exelon or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Exelon's ability to carry out its obligations under the Agreement.

20. Events of Default; Remedies; Limitation of Liability.

A. Events of Default by Exelon. The following shall each constitute an event of default by Exelon ("Exelon Event of Default"):

1. Exelon breaches any non-monetary material obligation under the

Agreement, and fails to cure such breach within thirty (30) days after notification by the Town of the breach and such failure is not proximately caused by a Town Event of Default as set forth in Section 20(B), below;

2. Exelon fails to make any payment due under this Agreement within thirty (30) days of such due date;

3. If any material representation or warranty made by Exelon in this Agreement proves to have been misleading or false in any material respect when made and Exelon does not cure the underlying facts so as to make such representation or warranty correct and not misleading within fifteen (15) days of written notice from the Town;

4. Exelon (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (iii) makes an assignment for the benefit of creditors; (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Exelon's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Exelon's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or

5. Exelon consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of Exelon under this Agreement.

B. Events of Default by Town. It shall constitute an event of default by the Town ("Town Event of Default") if the Town breaches any non-monetary material obligation under the Agreement, and fails to cure such breach within thirty (30) days after notification by Exelon of the breach.

C. Remedies; Limitations.

1. In the event of an Exelon Event of Default pursuant to Section 20(A)(2) of this Agreement, the Town, subject to any limitations under All Applicable Laws, shall add to any amount due and owing a fourteen percent (14%) interest charge per year, prorated for the length of such Exelon Event of Default.

2. In the event of an Exelon Event of Default pursuant to Section 20(A)(1), including, but not limited to, Exelon's failure to comply with All Applicable Laws, Exelon shall pay to the Town a daily fine of five thousand dollars (\$5,000) for each day in which such Exelon Event of Default remains uncured.

3. The Parties confirm that the express remedies and measure of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the Parties reserve and shall have all rights and remedies available to them at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

21. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

22. Assignment.

Exelon agrees that this Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Facility. Exelon further agrees that it will not sell, lease or otherwise dispose of the Facility (each a "Transfer") to any person or entity ("a Transferee") unless (i) Exelon reasonably believes such person or entity has the resources and ability to operate the Facility in accordance with All Applicable Laws and in accordance with this Agreement and (ii) at the time of such Transfer, Exelon obtains a written agreement of the Transferee to be bound by this Agreement. Any assignment by Exelon in connection with any financing, or to any entity controlling, controlled by, or under common control with Exelon shall not be considered a Transfer. As soon as practicable after such Transfer, Exelon shall give notice thereof to the Town and identify the Transferee, along with a statement that after due diligence, Exelon reasonably believes that the conditions of this Section 22 are fulfilled with respect to such Transferee.

23. Termination.

This Agreement shall not be subject to termination, except for the following events of termination:

- (a) By mutual agreement of the Town and Exelon;
- (b) By Exelon in the event that it abandons the Project prior to the commencement of

construction or there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Exelon from constructing or operating the Project; or

(c) By the Town in the event of 1) an incurable Exelon Event of Default pursuant to Section 20(A)(3), (4) or (5) or 2) an Exelon Event of Default pursuant to any other provision of this Agreement which is not cured within eighteen (18) months of the date of the Event of Default and which failure to earlier cure is due to an event of *Force Majeure* as set forth below.

For the purposes of this Agreement, "*Force Majeure*" means any cause not within the reasonable control of Exelon which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Exelon from performing due to any governmental act, failure to act, or order, where it was reasonably within Exelon's power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean:

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.
- (b) Unavailability of equipment, repairs or parts for the Project, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Exelon directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this Agreement.
- (d) Economic hardship of Exelon.

24. Notices.

All notices, demands, requests, consents or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Medway:

Michael E. Boynton
Town Administrator
Medway Town Hall
155 Village Street
Medway, MA 02053
(508) 533-3264 (phone)

with a copy to:

Barbara J. Saint Andre, Esq.
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
(508) 665-4310 (phone)
BSaintandre@petrinilaw.com

If to Exelon:

Jack Hughes
Exelon West Medway II, LLC
9 Summer Street
Medway, MA 02053
508-533-3919 (phone)
jack.hughes@exeloncorp.com

with a copy to:

Todd D. Cutler, Esq.
Associate General Counsel
Exelon West Medway II, LLC
300 Exelon Way, Suite 340
Kennett Square, PA 19348
(610) 765-5602 (phone)
todd.cutler@exeloncorp.com

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

25. Entire and Complete Agreement; Binding Effect.

This Agreement, along with the Exhibit(s) attached (or to be attached) hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof,

exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

26. Survival.

Termination of this Agreement for any reason shall not relieve Exelon of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Sections 6(A)(2); 6(B); 6(D); 6(E); 6(F); and 18(D).

27. Other Documents.

Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other party in order to give full effect to this Agreement.

28. Governing Law.

This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

29. Dispute Resolution.

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Town and Exelon. The Town and Exelon agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from Exelon and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the

appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

30. Confidentiality.

The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Project or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under All Applicable Laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

31. Amendments.

This Agreement may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto.

32. Severability.

If any section, phrase or portion of the Agreement is, for any reason, held or adjudged to

be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

33. Headings and Captions.

The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing the Agreement.

34. Counterparts; Scanned Copies.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. Waiver.

No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

36. Joint Workproduct.

This Agreement shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

37. Successors and Assigns.

This Agreement shall be binding upon Exelon, Medway and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, Medway and each of their affiliates, parents, successors and permitted assigns.

38. No Joint Venture.

Nothing herein contained shall be deemed to constitute either Party a partner, agent or

legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

39. Further Assurances.

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.


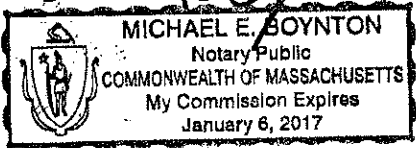
40. No Limitation of Regulatory Authority.

The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Medway to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Medway or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with All Applicable Laws.

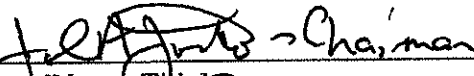
[Signature Page to Follow]

IN WITNESS WHEREOF, Medway has caused this Agreement to be executed and has caused its seal to be attached to this Agreement on the 19 day of October, 2015.

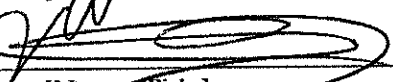
ATTEST:

By: 


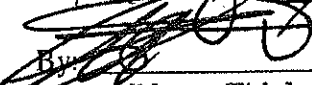
TOWN OF MEDWAY

By:  - Chairman
[Name, Title]

By:  vice Chairman
[Name, Title]

By: 
[Name, Title]

By:  CLONE
[Name, Title]

By:  SELECTMAN
[Name, Title]

IN WITNESS WHEREOF, Exelon has caused this Agreement to be executed in its name by its duly authorized officer on the 14th day of October, 2015.

ATTEST:

By: 

EXELON WEST MEDWAY II, LLC

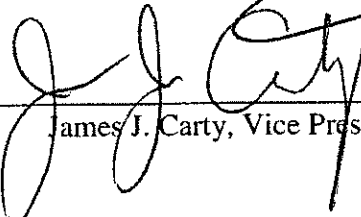
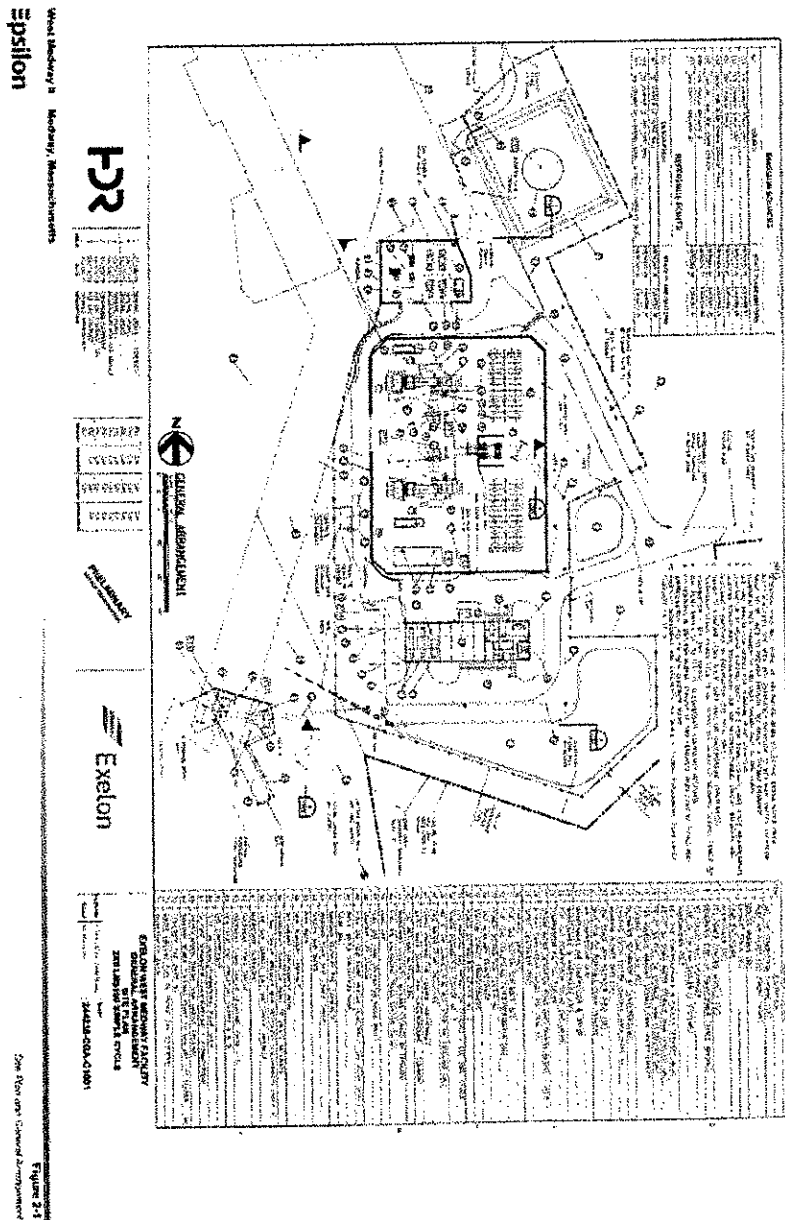
By: 
James J. Carty, Vice President

EXHIBIT A

PROJECT LOCATION



**LIST OF SCHEDULES / REPORTS TO BE PROVIDED TO THE TOWN
PURSUANT TO THE AGREEMENT***

Schedule 6(E)	Decommissioning Plan
Schedule 9	Pre-construction, construction and completion schedule
Schedule 10	Excess Emission Reports; Reports of Deviations
Schedule 11(C)	Copies of all submissions required pursuant to G.L. c. 21G and 310 C.M.R. §36.00
Schedule 12(A)	Construction Management Plan
Schedule 12(D)	Visual Mitigation Plan
Schedule 13(A)	Traffic Management Plan
Schedule 13(B)	Fire Safety and Emergency Medical Requirements as they relate to Design and Operation plans
Schedule 14(A)	Quarterly and annual report (re: burning of fuel oil)
Schedule 17(A)	Material filings in connection with proceedings before any Governmental Authority
Schedule 17(B)(1)	Community Outreach Plan
Schedule 17(B)(2)	Construction Program Management Schedules
Schedule 17(C)	Public Progress Reports

*Schedules are numbered according to the Sections (and/or Subsections) of the Agreement in which they first appear.

Medway Planning and Economic Development Board

EXELON EXPANSION SITE PLAN PUBLIC HEARING SCHEDULE - For Discussion 5-10-16

FOCUS TOPIC	DATE	NOTES
Project Overview	22-Mar-16	
Traffic Study	3-May-16	
Exelon/Town of Medway Host Community Agreement	10-May-16	
Public Safety	10-May-16	
Stormwater Management & Site Design	24-May-16	
Aesthetics - Landscaping, Buffers, Lighting, Building/Wall/ Tanks/Stacks Materials, etc.	14-Jun-16	
Environmental Issues	28-Jun-16	
Noise		
Water Supply		
Air Quality		
Public Health Concerns		
Current Deadline for PEDB Decision	9-Jul-16	
TBD	12-Jul-16	
TBD	26-Jul-16	
5/9/2016		

Town of Medway, Massachusetts

RECEIVED

MAY 4 2016

CERTIFICATION
PURSUANT TO G. L. c. 39, SECTION 23D
OF PARTICIPATION IN A SESSION OF AN
ADJUDICATORY HEARING
WHERE THE UNDERSIGNED MEMBER MISSED
A SINGLE HEARING SESSION

TOWN CLERK

Note: This form can only be used for missing one single public hearing session.

This cannot be used for missing more than one hearing session.

I, ROBERT TUCKER (name), hereby certify under the pains and penalties of perjury as follows:

1. I am a member of PEDB.

2. I missed a public hearing session on the matter of

2 Marc Road / CommCan Site plan + special permits

which was held on April 26, 2016.

3. I have reviewed all the evidence introduced at the hearing session that I missed which included a review of (initial which one(s) applicable):

a. _____ audio recording of the missed hearing session; or

b. ✓ video recording of the missed hearing session; or

c. _____ a transcript of the missed hearing session.

This certification shall become a part of the record of the proceedings in the above matter.

Signed under the pains and penalties of perjury this 3 day of MAY, 2016.

[Signature]
Signature of Board Member

Received as part of the record of the above matter:

Date: May 3, 2016

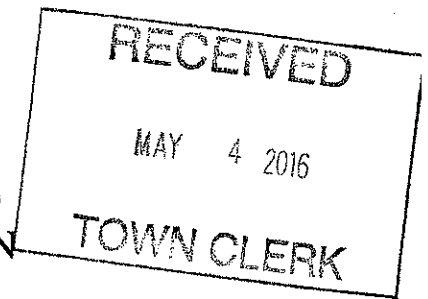
By: Susan E. Applebeck - Childs

Position: Planning + Economic Development
Coordinator

1-27-09

Town of Medway, Massachusetts

CERTIFICATION
PURSUANT TO G. L. c. 39, SECTION 23D
OF PARTICIPATION IN A SESSION OF AN
ADJUDICATORY HEARING
WHERE THE UNDERSIGNED MEMBER MISSED
A SINGLE HEARING SESSION



Note: This form can only be used for missing one single public hearing session.
This cannot be used for missing more than one hearing session.

I, RICHARD J DI IULIO (name), hereby certify under the pains and penalties of perjury as follows:

1. I am a member of PLANNING & ECONOMIC DEVELOPMENT BOARD
2. I missed a public hearing session on the matter of
2 MARC ROAD SITE PLAN
which was held on APRIL 26, 2016
3. I have reviewed all the evidence introduced at the hearing session that I missed which included a review of (initial which one(s) applicable):
 - a. audio recording of the missed hearing session; or
 - b. ✓ video recording of the missed hearing session; or
 - c. a transcript of the missed hearing session.

This certification shall become a part of the record of the proceedings in the above matter.

Signed under the pains and penalties of perjury this 28 day of APRIL, 2016.

Richard J. DiIulio
Signature of Board Member

Received as part of the record of the above matter:

Date: April 29, 2016

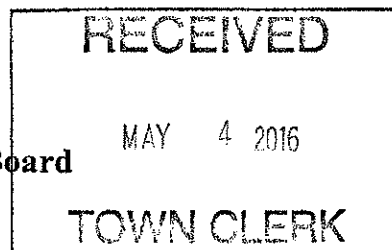
By: Susan E. Approach-Childs

Position: Planning & Economic
Development Coordinator

1-27-09



TOWN OF MEDWAY
Planning & Economic Development Board
155 Village Street
Medway, Massachusetts 02053



Andy Rodenhiser, Chairman
Robert K. Tucker, Vice-Chairman
Thomas A. Gay, Clerk
Matthew Hayes, P.E.
Richard Di Iulio

MEMORANDUM

May 4, 2016

TO: Maryjane White, Town Clerk
Town of Medway Departments, Boards and Committees

FROM: Susy Affleck-Childs, Planning & Economic Development Coordinator

RE: **Public Hearing Continuation – Exelon Site Plan, 34 West & 9 Summer Streets**
CONTINUATION DATE: Tuesday, May 10, 2016 at 7:45 p.m.
LOCATION: Medway Town Hall – Sanford Hall, 155 Village Street

At its meeting on May 3, 2016, the Planning and Economic Development Board voted to continue the public hearing on the application of Exelon West Medway LLC and Exelon West Medway II, LLC of Kennett Square, PA for major site plan approval of the proposed Exelon expansion project to Tuesday, May 10, 2015 at 7:45 p.m. in Sanford Hall at Medway Town Hall, 155 Village Street.

The proposed project is for an expansion of the existing three-turbine, oil fired, 135 mega-watt West Medway Station peak power generating facility located at 34 West and 9 Summer Streets. The planned expansion entails the construction of two 100-megawatt (MW) simple-cycle, fast-starting, peaking electric combustion turbine generators and associated equipment and appurtenances on approximately 13 acres of the 94 acre property. Each of the two stacks will be 160' tall. The generators will run primarily on natural gas using low sulfur diesel oil as a back-up.

The project will interconnect with Eversource via an approximately 1,200 linear foot overhead circuit from a transformer to the Eversource switchyard on the western portion of the Property utilized and controlled by Eversource through an easement agreement. The energy generated by the project will be distributed by Eversource to the Southeast Massachusetts/Rhode Island ISO load zone to help meet energy demand during peak times.

The project includes a control/administration and facility services building, a trailer-mounted demineralizer system, an enclosed gas compressor station, a one-million gallon fuel oil tank, a 500,000 gallon service water tank, a 450,000 gallon demineralized water storage tank, a 12,000 gallon fully-diked and covered aqueous ammonia storage tank, advanced emissions control equipment, and a perimeter access road. Access to the site will be controlled via a motorized security gate located off the relocated main site access driveway from Summer Street. The proposed facility will also include full acoustical enclosures for the gas turbines and generators, a 55' high noise wall, and a full complement of acoustical controls. A 3,080 linear foot lateral interconnection to the existing Algonquin Gas pipeline is also planned along with an associated 14' x 50' building to contain flow control and metering equipment, and a 12' by 16' building to contain gas monitoring and analysis equipment.

If you have not yet reviewed the project proposal and wish to provide comments, please do so at your earliest convenience.

Telephone: 508-533-3291 Fax: 508-321-4987
planningboard@townofmedway.org

HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (the "Agreement"), made and entered into as of this 14th day of October, 2015 (the "Effective Date"), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts ("Medway" or the "Town") having its offices at 155 Village Street, Medway, Massachusetts 02053, and Exelon West Medway II, LLC, a Delaware limited liability company ("Exelon" or "Owner"), having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348. The Town and Exelon may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Medway is host community to the 94-acre West Medway Generating Station site (the "Site") on Summer Street in Medway, owned by Exelon and having a total nominal capacity of 135 megawatts ("MW") (the "Plant");

WHEREAS, Exelon has proposed to construct a new fast-starting peaking facility (the "Facility"), with two electric combustion turbines (100 MW each) with a combined net nominal electrical output of 200 MW located on a portion of the Site, as shown on Exhibit A (the "Project");

WHEREAS, Exelon has petitioned the Massachusetts Energy Facilities Siting Board (the "EFSB") for approval to construct the Project, and the EFSB has docketed the proceeding as EFSB 15-1/DPU 15-25 (the "Proceeding");

WHEREAS, Exelon has applied for or will apply for all necessary permits and approvals for the Project;

WHEREAS, Medway's technical consultants, officials, staff and legal counsel have extensively analyzed the Project and concluded that, subject to the agreements contained herein, and Exelon's strict adherence to all applicable federal, state and local permits, laws and regulations, the net result of the Project's construction and operation is consistent with preservation of the human and natural environment and will protect the interests of the Town;

WHEREAS, Medway intends, through this Agreement and through all legal powers and remedies available to it, to protect the best interests of its residents, businesses, and its corporate organization at all times to ensure that the Project is safe, efficient, and beneficial for the Medway community;

WHEREAS, Exelon is willing to make environmental, public health and public safety payments or other investments, undertake protective or mitigation measures and certain non-monetary public health and public safety measures, as set forth herein;

WHEREAS, Exelon and Medway desire to have this Agreement submitted to the EFSB and incorporated into the final decision issued by the EFSB in the Proceeding;

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Medway and Exelon do hereby covenant and agree, as follows:

1. Recitals.

The Parties ratify, confirm and incorporate herein the above Recitals.

2. Cooperation Between Exelon and Medway.

Exelon and Medway have entered into this Agreement to foster a cooperative working relationship with respect to the Project and the Facility. Both parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a commercially reasonable manner.

3. Term.

This Agreement shall commence on the date hereof and, except as otherwise provided herein, shall end on the last day of the calendar year in which Exelon last generates electricity at the Facility (the "Term"). This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The provisions of this Agreement that shall expressly survive termination of this Agreement are set forth in Section 26.

4. Permitting.

Exelon shall be responsible for applying for all applicable and required local permits, and shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. Exelon shall not restrict and instead shall facilitate on-site inspections required for determining compliance with any applicable permit or approval by the appropriate Medway official during construction of the Project or operations of the Facility.

5. Independent Agreement.

It is acknowledged and agreed that this Agreement, in part and in its entirety, is and shall remain separate and distinct from any other agreements made between the Owner and the Town relative to this Project, including any tax agreement entered into between Exelon, the Medway Board of Selectmen regarding the tax valuation of the Facility, after completion of the Project. This tax agreement shall be referred to herein as the "PILOT."

6. Amount and Term of Payments.

The payments made pursuant to this Agreement shall be independent of, and are in no way dependent upon, payments to be made to the Town pursuant to the PILOT.

A. Emergency Preparedness Funds

1. Exelon shall pay to the Town each year of the Term of this Agreement the sum of fifteen thousand dollars (\$15,000) for the purpose of providing fire, emergency management services, police and first responder training on responses to the Facility and adjoining parcels. The first such payment shall be due in the year in which construction of the Facility commences, on or before the date that is the later of occur of (i) thirty (30) days after the commencement of construction of the Facility and (ii) September 30th of such year; in subsequent years, such payment shall be due on or before September 30th of each year.

2. As mitigation for all fuel oil currently stored at the Plant and proposed to be stored at the Facility, Exelon shall pay to the Town the sum of six hundred and fifty thousand dollars (\$650,000) for the purchase, acquisition, and equipping of a foam and structural firefighting appliance vehicle as well as the training of personnel thereon. The specific design of this vehicle shall be the responsibility of the Medway Fire Chief or his designee(s). The payment of this sum shall occur not more than sixty (60) days following the commencement of construction. In no event shall any quantity of fuel oil be stored in the Facility's new storage tank prior to delivery of the new firefighting vehicle to the Town.

3. Exelon shall provide the Town with funds to purchase a dry-chemical firefighting vehicle (such payment not to exceed one hundred thousand dollars (\$100,000)), not more than thirty (30) days after the Effective Date.

4. Exelon will provide the Town with fifty thousand dollars (\$50,000), not more than thirty (30) days after the Effective Date, to assist with emergency management and preparedness.

B. Environmental and Technical Review Fund

Exelon shall pay to the Town the sum of one hundred thousand dollars (\$100,000) for the Town to retain independent legal, environmental, noise, and other technical consultants necessary for the Town to review all Project proposals and permit applications. This amount shall be paid to the Town not more than thirty (30) days following the Effective Date. This amount shall be independent of any fees paid to any board or commission of the Town in connection with an application for a permit or approval filed by Exelon in connection with the Project.

C. Water Analysis Fund

Exelon shall pay to the Town twenty-eight thousand dollars (\$28,000) to conduct a water analysis of the Project not more than thirty (30) days after the Effective Date. The Parties also

hereby acknowledge Exelon's prior payment of the sum of forty thousand dollars (\$40,000) to the Town in 2014 to assist the Town in finding unaccounted-for water.

D. Property Value Security Fund

In order to provide security in the event that a party that is the owner of a residential property located within three hundred (300) feet of the boundaries of the Site prior to the date that the EFSB approves construction of the Project (an "Abutter") experiences a material reduction in the value of their home directly attributable to the Facility and can reasonably demonstrate such reduction, Exelon shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000) per property. In the event that an Abutter wishes to make a claim for such compensation, it must file a claim with the Board of Assessors within five (5) years of the date of commencement of construction of the Project. The Town shall provide Exelon written notice of such claim, and Exelon and the Town shall provide the Abutter with a list of three appraisers that are mutually acceptable to the Town and Exelon. The Abutter shall select one appraiser from that list. The Abutter and Exelon shall each pay half of the cost of such independent third-party appraiser. If the appraiser's findings confirm that the Abutter has experienced an economic loss due to a material reduction in the value of their home directly attributable to the Facility, Exelon shall refund the Abutter's cost of the appraisal and shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000). On or prior to the commencement of construction of the Project, a) Exelon shall establish an escrow account (the "Security Account") with a national banking institution, and shall maintain such account until the later to occur of (i) the date that is five (5) years after the commencement of construction of the Project and (ii) that date on which the last properly-filed claim under this Section has been resolved; and b) shall initially deposit \$50,000 into the Security Account. Funds in the Security Account shall be used by Exelon to compensate Abutters in accordance with this Section. In the event that, at the end of any month during the term of the Security Account as set forth above, the balance of funds in the Security Account is less than \$50,000, Exelon shall, on or before the 15th day of the subsequent month, deposit sufficient additional funds into the Security Account so as to restore the balance to not less than \$50,000.

For the purposes of this subsection, in the event that more than one party owns an interest in such a property, all such owners with respect to a property shall collectively, and not individually, be deemed one Abutter.

E. Decommissioning

Exelon shall decommission and remove the Facility following the end of all use and/or operations of the Facility, at Exelon's sole cost and expense, in accordance with All Applicable Laws, in accordance with Good Industry Practice and in a safe and environmentally controlled process to manage long-term safety, security, and maintenance of facilities, including, without limitation, the potential dismantlement and sale of equipment and restoration of the Site. Within thirty (30) days of the date of initial commercial operation of the Facility (the "Commercial Operation Date" or "COD"), Exelon shall deliver to the Town a parental guaranty from Exelon Generation Company, LLC, in a form reasonably acceptable to the Town, in the amount of two

million dollars (\$2,000,000) to provide financial assurance for the decommissioning and removal of the Facility after all use of the Facility has permanently ceased. Exelon shall provide the Town a copy of any decommissioning plan it files with any Governmental Authority in connection with the permitting or approval of the Project. Exelon shall provide the Town with at least 180 days prior written notice of the decommissioning of the Plant or the Facility. This Section 6(E) shall survive the termination of this Agreement until all obligations hereunder have been fully discharged.

For purposes of this Section and this Agreement, the term "All Applicable Laws" shall mean any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Facility. Exelon shall ensure that any subcontractors hired to perform construction of the Project shall be required to comply with All Applicable Laws and shall be adequately insured. For purposes of this Section and this Agreement, "Good Industry Practice" shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the construction, operation and maintenance of generating plants similar in size and technology to the Facility) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of the best or any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts. For purposes of this Section and this Agreement, "Governmental Authority" shall mean the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal.

F. Energy Conservation Awareness Fund

Medway intends to implement an energy conservation awareness program. Exelon hereby agrees to work with the Town to support and sponsor such program. On or before September 30th of each year of this Agreement following the commencement of construction of the Facility, Exelon shall contribute an annual sum of twenty thousand dollars (\$20,000) to the Town. The Parties acknowledge and agree that such funds may be utilized by the Medway Public Schools, the Medway Energy Committee, and the Town, for purposes related to energy conservation awareness, including, but not limited to, public awareness and education, energy efficiency expenses and programs, energy grants and support for Medway's activities as a "Green Community" approved by the Massachusetts Department of Energy Resources.

7. Facilitation of the Project.

Medway agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary to accomplish the Project and to act at all times during such review within its legal capacity. This Section is not intended to and shall not be construed to imply that the Board of Selectmen has the authority to direct the outcome of any application submitted to any independent, local permit-issuing authority nor that the Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Project or the Facility.

8. Compliance with Laws.

Exelon shall ensure that the construction of the Facility and all of its operations related thereto shall conform to and comply with All Applicable Laws. In addition, Exelon and any subcontractor hired to construct the Project shall do so in accordance with Good Industry Practice.

9. Project Scheduling.

Prior to Exelon conducting any construction or construction-preparation activities, Exelon shall provide the Town with a written timetable setting forth the pre-construction, construction and completion schedule. The Parties agree to coordinate, to the greatest extent reasonably possible, construction activities for the Project. The Parties further agree to coordinate, to the extent possible, construction for the Project in concert with other road construction projects that are scheduled by the Town. Exelon shall provide notice to the Town of any material changes to the pre-construction, construction and/or completion schedule and, in case, of any delay of three (3) months or more in such schedule(s).

10. Air Quality.

Exelon shall meet all air emissions requirements imposed with respect to the Facility under its plan approvals, operating permits and licenses and under All Applicable Laws. Exelon shall comply with All Applicable Laws concerning the safe transportation, handling, use, and storage of aqueous ammonia.

Exelon shall install and maintain in-stack continuous emissions monitors ("CEMs") in compliance with the requirements of the Massachusetts Department of Environmental Protection ("DEP") and the United States Environmental Protection Agency ("EPA"). In the unlikely event that there is a lapse in compliance with any air emissions requirement, Exelon shall provide to the Board of Health of the Town copies of (i) any excess emissions reports or reports of deviations which Exelon files with either DEP or EPA, and (ii) any notice of violation or notices of non-compliance received from DEP or EPA, within ten (10) business days of filing or receipt, as applicable.

11. Water and Sewer.

A. Exelon shall be responsible for providing sufficient water to the Facility to ensure proper environmental and air quality controls are in place. It is agreed that no burden shall be placed upon the Town municipal water system in connection with Exelon's provision of water to the Project and/or Facility. The Town will cooperate with Exelon in Exelon's efforts to consider the means by which the Town's piping infrastructure may be interconnected with that of surrounding municipalities to secure alternative water supply sources for the provision of water to the Facility. Exelon shall be solely responsible for all costs associated with any system design and engineering, infrastructure upgrades, remediation for any affected town infrastructure including roads and sidewalks, or purchase of additional equipment necessary (for the Town's system or otherwise) to utilize an alternative water supply source.

Exelon shall assume responsibility for any and all costs associated with delivery of water to the Facility, including, but not limited to, interconnections (including with an adjoining community), metering, pumping, regulators, backflow systems, storage, hydrants, piping, and related equipment, designs, and legal and technical services. Further, Exelon shall be responsible for payment to the Town for any water used in excess of the metered amounts authorized as part of any interconnection agreement.

Exelon shall assume responsibility for any interconnections needed to serve the Facility and costs associated with such interconnections.

B. The Town's sanitary sewer service to Exelon during construction of the Project and operations of the Facility will solely be utilized for sanitary and facilities maintenance purposes and shall not exceed five thousand (5,000) gallons per day. Exelon shall comply with all regulations imposed by the Charles River Pollution Control District in connection therewith. Under no circumstance shall any water that has come in contact with the combustion turbines be discharged into the Town's sanitary sewer system.

C. Before initiating new withdrawals or increasing groundwater withdrawals at the Facility, Exelon shall submit to the Town copies of all submissions required of Exelon pursuant to the provisions of G.L. c. 21G and 310 C.M.R. §36.00, including, but not limited to, the following: (i) application for permit; (ii) annual statements of withdrawal; (iii) filings for five-year permit reviews; (iv) permit renewal applications; and (v) permit amendment applications. Exelon shall submit copies of the foregoing to the Town at the time these submissions are due to DEP.

12. Noise and Visual.

A. Exelon shall prepare a construction management plan (the "Construction Management Plan") to the Town as set forth herein. Exelon's activities related to construction of the Facility that generate significant noise levels shall be limited to the hours between 8:00 am and 4:00 pm Monday through Friday and Saturday between 9:00 am and 3:00 pm, except as otherwise approved by the Town.

B. Exelon shall use commercially reasonable efforts through final design and construction of the Facility to shield abutting properties from increases in noise and visual impacts. Exelon shall include all of the proposed noise and visual mitigation measures in the Facility construction contracts into the Construction Management Plan. Exelon shall accomplish this in part through plantings, berm development, and/or fencing. Exelon shall establish a noise testing protocol in the Town with DEP and the Town's designated representative, and shall use best efforts to respond to complaints received by the Town about noise from construction of the Project and/or operations of the Facility and Exelon shall undertake any and all commercially reasonable actions to address such complaints.

C. Exelon shall meet all noise limitations imposed with respect to the Facility under its operating permits, licenses and municipal permits under All Applicable Laws. Exelon shall perform noise testing as required by its operating permits and shall promptly forward the results of any required testing directly to the Town's designated representative. The Town's designated representative may witness the operation noise measurement(s). Exelon shall limit nighttime noise levels such that the combined operation of the Plant and the Facility turbines does not exceed 10 dBA above nighttime ambient levels (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment) and comply with all applicable laws of the Commonwealth of Massachusetts and applicable by-laws of the Town, including, but not limited to, Section 7.3 (Environmental Standards) of the Zoning By-law.

D. Exelon will work with the Town to establish a visual mitigation plan to address the reasonable visual concerns of neighbors, including mitigating the visual effects of the sound buffering wall and will enhance all visual screening in existence at the Plant in accordance with All Applicable Laws.

E. Exelon will ensure that all lighting, landscaping, building and site design(s), and signage will be configured in accordance with All Applicable Laws.

F. Exelon shall cooperate with the Town and provide assistance when requested in the Town's efforts to review the noise testing and other environmental reports for the Project and Facility submitted by Exelon to a Governmental Authority.

13. Traffic Impacts.

A. Exelon agrees to develop a traffic management plan with Medway Town officials ("Traffic Management Plan") as set forth herein. All construction and operations-related heavy truck traffic shall only access the Facility via Hartford Avenue in Bellingham to Summer Street in Medway, unless otherwise identified in the Traffic Management Plan which shall be subject to the approval of the Town's Chief of Police. Oil truck deliveries will not be scheduled during morning or evening rush hours. Exelon hereby agrees to utilize Medway police details as may be required or directed by the Town during construction and operation of the Facility to ensure the safety of the surrounding area at Summer Street. During construction, any deviations from this Traffic Management Plan must be submitted for approval to the Medway Chief of Police for

his approval, not to be unreasonably withheld. Exelon's use of such details in connection with construction or operation of the Facility or upon local public ways shall be subject to the rules and requirements of the Medway Chief of Police.

B. All design, construction management and operations plans related to the Facility shall comply with all applicable building, plumbing, electrical, gas, and fire safety codes of the Town and All Applicable Laws. The Medway Fire Chief shall be consulted in the development of all plans as they relate to fire safety and emergency medical requirements and his suggestions shall be incorporated into the design and operations plans for the Facility as appropriate. The Town shall include reference to the Facility and its operations as necessary in its emergency management procedures.

C. Exelon shall, following construction of the Project (but in no event later than six (6) months following completion of the construction), repair any damage to Summer Street and West Street in Medway and Main Street from the Bellingham town line to Summer Street in Medway caused by construction of the Project. Such repair shall be completed in accordance with commonly accepted standards of road construction and condition.

D. Exelon hereby agrees to coordinate with the Medway and Bellingham Chiefs of Police, the Medway Director of Public Services and the Bellingham Director of Public Works in advance of any transportation of oversized and/or overweight loads in connection with construction or operation of the Facility. If any such official, in his/her sole discretion, determines that a weight study is required prior to such transportation, Exelon shall conduct the requested study at its sole cost and expense.

14. Health and Safety.

A. Exelon hereby acknowledges that the use of fuel oil at the Facility as a power generation source/fuel is discouraged by the Town. The Town hereby acknowledges that conditions may exist where natural gas supplies are interrupted and/or not feasible and Exelon may choose to use fuel oil for limited periods of operations. Exelon will use commercially reasonable efforts to minimize the use of fuel oil and any such use of fuel oil shall comply with the requirements included in the EFSB approval for the Facility. In any such instance (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment), Exelon shall pay to the Town a sum of five dollars (\$5.00) per megawatt hour ("MWh") of electricity actually generated from oil burning during such operations. Any funds received by the Town pursuant to this Section may be used by the Town for open space, recreation, conservation, and general municipal purposes. Exelon shall provide to the Town copies of the quarterly and annual reports regarding the burning of fuel oil that Exelon is required to file with DEP, within ten (10) business days of such filings.

B. For such time as Exelon is the owner of the proposed Project and/or the Facility, Exelon shall provide and maintain an Exelon employee or employees as a point of contact for the Town ("Exelon Representative(s)"). The Exelon Representative(s) shall be knowledgeable of

the Project and Facility and be in a position of authority to assist the Town with construction, operation, emergency response and decommissioning questions. Upon the Effective Date, Exelon shall provide the Town the contact information (name, address, telephone and email address) of the Exelon Representative(s) and promptly update the Town in the event of a change in the Exelon Representative(s). Upon reasonable request, the Exelon Representative(s) shall provide Medway safety inspectors with access to the Facility to ensure the operations at the Facility adhere to All Applicable Laws and the terms and conditions of this Agreement. The Exelon Representative(s) shall also provide access, after a reasonable notification period of at least twenty-four (24) hours, to Medway officials for emergency response training and Exelon representatives shall also participate in such emergency response training at a mutually acceptable time.

C. Exelon shall maintain its environmental management systems at the Facility with the aim of maintaining environmental compliance, fostering appropriate environmental practices, and demonstrating good environmental performance. In such regard, Exelon shall consider in good faith and to the extent reasonable, implement modified environmental management systems which are consistent with the provisions of the International Organization for Standardization Standard ISO 14001, Environmental Management Systems and American Society for Testing and Materials Publication 14004_96, ANSI/ISO Environmental Management Systems. Annually in the month of the October, Exelon representatives shall meet with the Town Health Agent and safety officials reporting on environmental and safety performance in the prior twelve (12) month period.

15. Use of Local Labor.

Exelon agrees to use commercially reasonable efforts to hire local labor in connection with the construction of the Facility.

16. Local Purchasing.

Exelon agrees to use commercially reasonable efforts to purchase goods and services necessary for the construction of the Facility from local vendors.

17. Community Updates.

A. Exelon agrees to provide promptly to the Town copies of material filings and other information submitted or received in connection with such proceedings before any Governmental Authority related to the Project (other than filings in the Proceeding).

B. Once construction commences, Exelon shall establish a community outreach plan with Medway officials that will provide for timely public dissemination of information regarding construction schedule, work hours, etc. ("Community Outreach Plan"). Exelon will keep Medway reasonably apprised of progress in constructing the Project and shall identify and describe, as promptly as practicable, any significant construction issue which might be reasonably expected to affect the interests of Medway, including, without limitation, matters that may reasonably be expected to affect the interests of the Town and provide advance notice of

any need to conduct construction activities after the standard construction day shift set forth in Section 12(A) of this Agreement. Exelon shall provide construction program management ("Construction Program Management") schedules to the Town on a monthly basis.

C. Exelon shall periodically (but at least once every six (6) months or upon reasonable request of the Medway Board of Selectmen) during pre-construction and construction activities provide public reports to Medway at meetings of the Board of Selectmen, describing its progress in obtaining necessary permits and the status of construction of the Project, and, matters that may reasonably be expected to affect the Town's interests, describing major issues which may have arisen and responding to questions from Town officials and/or the public.

18. Insurance and Indemnification.

A. Exelon shall at all times maintain insurance coverage as required and appropriate for the Plant and the Facility, including insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction and operation of the Facility. Exelon shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type. Exelon may satisfy all or a portion of these insurance requirements through self-insurance.

B. Exelon shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives ("Town Indemnified Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action or suits or judgments by third parties, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with (i) any material breach by Exelon of its obligations, covenants, representations or warranties contained in this Agreement, (ii) Exelon's act or omission that constitutes a violation of All Applicable Laws, or (iii) any other claims arising out of the construction or operation of the Facility in which both Exelon and the Town are named as defendants provided that a) the Town has not materially breached any obligation, covenant, representation or warranty contained in this Agreement or taken any act or omission that constitutes a violation of All Applicable Laws and b) the defenses available to Exelon against such claims are similar to those available to the Town.

C. If a Town Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Exelon of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Exelon shall be required to reimburse the Town for any documented reasonable costs associated with a claim for indemnification by a Town Indemnified Party within sixty (60) days of the Town's submission of its documented costs to Exelon. Upon written acknowledgment by Exelon that it will assume the defense and indemnification of a claim from a Town Indemnified Party, Exelon may assert any defenses which are or would otherwise be available to the Town Indemnified Party. Exelon shall have full control of such defense and proceedings, including the selection of counsel and any settlement of the proceedings.

D. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

19. Representations and Warranties.

A. Town Representations and Warranties. As of the Effective Date, the Town represents and warrants to Exelon:

1. The Town is a municipality in the Commonwealth of Massachusetts with full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Town has full authority to do so and to fully bind the Town; and

3. The Town knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under the Agreement.

B. Exelon Representations and Warranties. As of the Effective Date, Exelon represents and warrants to the Town:

1. Exelon has full legal capacity to enter into this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Exelon has full authority to do so and to fully bind Exelon; and

3. Other than the Proceeding, Exelon knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Exelon or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Exelon's ability to carry out its obligations under the Agreement.

20. Events of Default; Remedies; Limitation of Liability.

A. Events of Default by Exelon. The following shall each constitute an event of default by Exelon ("Exelon Event of Default"):

1. Exelon breaches any non-monetary material obligation under the

Agreement, and fails to cure such breach within thirty (30) days after notification by the Town of the breach and such failure is not proximately caused by a Town Event of Default as set forth in Section 20(B), below;

2. Exelon fails to make any payment due under this Agreement within thirty (30) days of such due date;

3. If any material representation or warranty made by Exelon in this Agreement proves to have been misleading or false in any material respect when made and Exelon does not cure the underlying facts so as to make such representation or warranty correct and not misleading within fifteen (15) days of written notice from the Town;

4. Exelon (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (iii) makes an assignment for the benefit of creditors; (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Exelon's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Exelon's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or

5. Exelon consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of Exelon under this Agreement.

B. Events of Default by Town. It shall constitute an event of default by the Town ("Town Event of Default") if the Town breaches any non-monetary material obligation under the Agreement, and fails to cure such breach within thirty (30) days after notification by Exelon of the breach.

C. Remedies; Limitations.

1. In the event of an Exelon Event of Default pursuant to Section 20(A)(2) of this Agreement, the Town, subject to any limitations under All Applicable Laws, shall add to any amount due and owing a fourteen percent (14%) interest charge per year, prorated for the length of such Exelon Event of Default.

2. In the event of an Exelon Event of Default pursuant to Section 20(A)(1), including, but not limited to, Exelon's failure to comply with All Applicable Laws, Exelon shall pay to the Town a daily fine of five thousand dollars (\$5,000) for each day in which such Exelon Event of Default remains uncured.

3. The Parties confirm that the express remedies and measure of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the Parties reserve and shall have all rights and remedies available to them at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

21. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

22. Assignment.

Exelon agrees that this Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Facility. Exelon further agrees that it will not sell, lease or otherwise dispose of the Facility (each a "Transfer") to any person or entity ("a Transferee") unless (i) Exelon reasonably believes such person or entity has the resources and ability to operate the Facility in accordance with All Applicable Laws and in accordance with this Agreement and (ii) at the time of such Transfer, Exelon obtains a written agreement of the Transferee to be bound by this Agreement. Any assignment by Exelon in connection with any financing, or to any entity controlling, controlled by, or under common control with Exelon shall not be considered a Transfer. As soon as practicable after such Transfer, Exelon shall give notice thereof to the Town and identify the Transferee, along with a statement that after due diligence, Exelon reasonably believes that the conditions of this Section 22 are fulfilled with respect to such Transferee.

23. Termination.

This Agreement shall not be subject to termination, except for the following events of termination:

- (a) By mutual agreement of the Town and Exelon;
- (b) By Exelon in the event that it abandons the Project prior to the commencement of

construction or there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Exelon from constructing or operating the Project; or

(c) By the Town in the event of 1) an incurable Exelon Event of Default pursuant to Section 20(A)(3), (4) or (5) or 2) an Exelon Event of Default pursuant to any other provision of this Agreement which is not cured within eighteen (18) months of the date of the Event of Default and which failure to earlier cure is due to an event of *Force Majeure* as set forth below.

For the purposes of this Agreement, "*Force Majeure*" means any cause not within the reasonable control of Exelon which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Exelon from performing due to any governmental act, failure to act, or order, where it was reasonably within Exelon's power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean:

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.
- (b) Unavailability of equipment, repairs or parts for the Project, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Exelon directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this Agreement.
- (d) Economic hardship of Exelon.

24. Notices.

All notices, demands, requests, consents or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Medway:

Michael E. Boynton
Town Administrator
Medway Town Hall
155 Village Street
Medway, MA 02053
(508) 533-3264 (phone)

with a copy to:

Barbara J. Saint Andre, Esq.
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
(508) 665-4310 (phone)
BSaintandre@petrinilaw.com

If to Exelon:

Jack Hughes
Exelon West Medway II, LLC
9 Summer Street
Medway, MA 02053
508-533-3919 (phone)
jack.hughes@exeloncorp.com

with a copy to:

Todd D. Cutler, Esq.
Associate General Counsel
Exelon West Medway II, LLC
300 Exelon Way, Suite 340
Kennett Square, PA 19348
(610) 765-5602 (phone)
todd.cutler@exeloncorp.com

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

25. Entire and Complete Agreement: Binding Effect.

This Agreement, along with the Exhibit(s) attached (or to be attached) hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof,

exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

26. Survival.

Termination of this Agreement for any reason shall not relieve Exelon of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Sections 6(A)(2); 6(B); 6(D); 6(E); 6(F); and 18(D).

27. Other Documents.

Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other party in order to give full effect to this Agreement.

28. Governing Law.

This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

29. Dispute Resolution.

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Town and Exelon. The Town and Exelon agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from Exelon and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the

appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

30. Confidentiality.

The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Project or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under All Applicable Laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

31. Amendments.

This Agreement may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto.

32. Severability.

If any section, phrase or portion of the Agreement is, for any reason, held or adjudged to

be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

33. Headings and Captions.

The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing the Agreement.

34. Counterparts; Scanned Copies.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. Waiver.

No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

36. Joint Workproduct.

This Agreement shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

37. Successors and Assigns.

This Agreement shall be binding upon Exelon, Medway and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, Medway and each of their affiliates, parents, successors and permitted assigns.

38. No Joint Venture.

Nothing herein contained shall be deemed to constitute either Party a partner, agent or

legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

39. Further Assurances.

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.


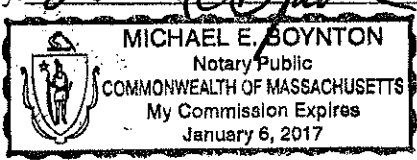
40. No Limitation of Regulatory Authority.

The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Medway to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Medway or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with All Applicable Laws.

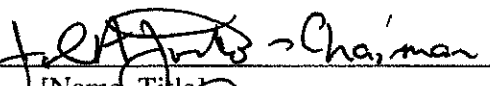



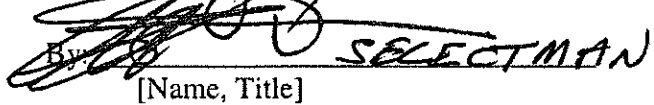
[Signature Page to Follow]

IN WITNESS WHEREOF, Medway has caused this Agreement to be executed and has caused its seal to be attached to this Agreement on the 19 day of October, 2015.

ATTEST:


By: 


TOWN OF MEDWAY

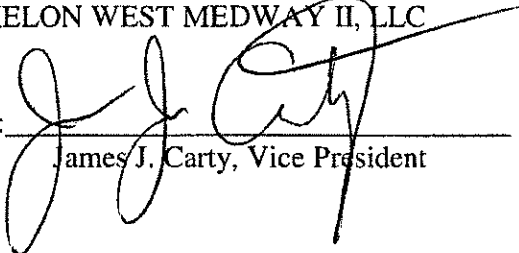
By:  - Chairman
[Name, Title]
By:  vice Chairman
[Name, Title]
By: 
[Name, Title]
By:  CLERK
[Name, Title]
By:  SELECTMAN
[Name, Title]

IN WITNESS WHEREOF, Exelon has caused this Agreement to be executed in its name by its duly authorized officer on the 14th day of October, 2015.

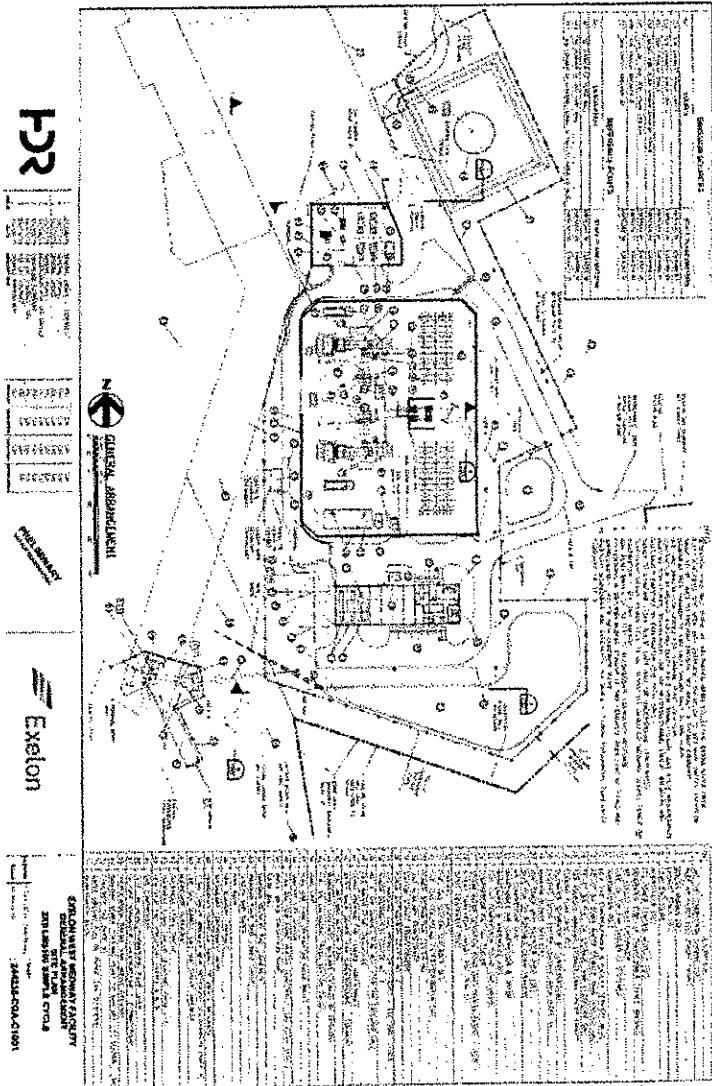
ATTEST:

By: 

EXELON WEST MEDWAY II, LLC

By: 
James J. Carty, Vice President

West Hadenay is Hadenay. Marshworth's
Epsilon

Figure 2-3
Figure 2-3: A line graph showing the relationship between the number of hours spent studying and the score on a test. The x-axis is labeled 'Hours Studied' and ranges from 0 to 10. The y-axis is labeled 'Test Score' and ranges from 0 to 100. The graph shows a positive linear relationship, starting at (0, 0) and ending at (10, 100). The line is labeled 'Score = 10 * Hours'.

**LIST OF SCHEDULES / REPORTS TO BE PROVIDED TO THE TOWN
PURSUANT TO THE AGREEMENT***

Schedule 6(E)	Decommissioning Plan
Schedule 9	Pre-construction, construction and completion schedule
Schedule 10	Excess Emission Reports; Reports of Deviations
Schedule 11(C)	Copies of all submissions required pursuant to G.L. c. 21G and 310 C.M.R. §36.00
Schedule 12(A)	Construction Management Plan
Schedule 12(D)	Visual Mitigation Plan
Schedule 13(A)	Traffic Management Plan
Schedule 13(B)	Fire Safety and Emergency Medical Requirements as they relate to Design and Operation plans
Schedule 14(A)	Quarterly and annual report (re: burning of fuel oil)
Schedule 17(A)	Material filings in connection with proceedings before any Governmental Authority
Schedule 17(B)(1)	Community Outreach Plan
Schedule 17(B)(2)	Construction Program Management Schedules
Schedule 17(C)	Public Progress Reports

*Schedules are numbered according to the Sections (and/or Subsections) of the Agreement in which they first appear.

Medway Planning and Economic Development Board

EXELON EXPANSION SITE PLAN PUBLIC HEARING SCHEDULE - For Discussion 5-10-16

FOCUS TOPIC	DATE	NOTES
Project Overview	22-Mar-16	
Traffic Study	3-May-16	
Exelon/Town of Medway Host Community Agreement	10-May-16	
Public Safety	10-May-16	
Stormwater Management & Site Design	24-May-16	
Aesthetics - Landscaping, Buffers, Lighting, Building/Wall/ Tanks/Stacks Materials, etc.	14-Jun-16	
Environmental Issues	28-Jun-16	
Noise		
Water Supply		
Air Quality		
Public Health Concerns		
Current Deadline for PEDB Decision	9-Jul-16	
TBD	12-Jul-16	
TBD	26-Jul-16	
5/9/2016		