

**JANUARY 27, 2026**



## **Watertown City Council**

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

**CITY COUNCIL MEETING  
TUESDAY, JANUARY 27, 2026, 6:15 P.M.  
RICHARD E. MASTRANGELO COUNCIL CHAMBER  
ADMINISTRATION BUILDING, 149 MAIN STREET**

### **MINUTES**

#### **ACCESS INFORMATION:**

- A. This meeting will be held on January 27, 2026 at 6:15 PM in the Richard E. Mastrangelo Council Chamber
- B. The meeting will be televised through WCATV (Watertown Cable Access Television): <http://vodwcatv.org/CablecastPublicSite/?channel=3>
- C. The Public may join the virtual meeting online: <https://watertown-ma.zoom.us/j/92991331344>
- D. Public may join the virtual meeting audio only by phone: (877) 853-5257 or (888) 475-4499 (Toll Free) and enter Webinar ID: 929 9133 1344
- E. Public may comment through email: [vpiccirilli@watertown-ma.gov](mailto:vpiccirilli@watertown-ma.gov)
- F. Please Visit the City Council Website here: <https://www.watertown-ma.gov/350/City-Council>

#### **1. ROLL CALL**

Council President Sideris called to order a regular meeting of the City Council at 6:15 p.m. in the Richard E. Mastrangelo Chamber, Administration Building. Those present were Councilors Caroline Bays, Lisa J. Feltner, John G. Gannon, Nicole Gardner, Emily Izzo, Anthony Palomba, Vice President Vincent J. Piccirilli, Jr., and Council President Mark S. Sideris. Also present were George Proakis, City Manager, Mark Reich, City Attorney, Brendan T. McCarthy, Council Clerk, and Doug Newton, Municipal Policy Analyst. Councilor Theophilus Offei joined the meeting in Executive Session at 6:19 P.M.

## **2. EXECUTIVE SESSION**

- A. To discuss strategy with respect to collective bargaining if an open meeting may have detrimental effect on the bargaining position of the public body and the chair so declares (DPW Union, Watertown Municipal Employee Group, Library Union, Fire Union, Police Patrol Union, Police Supervisors Union)

Councilor Piccirilli moved to enter into Executive Session and Councilor Feltner seconded.

The motion carried unanimously in a Roll Call Vote.

## **3. RETURN TO SESSION – 7:00 P.M.**

## **4. PLEDGE OF ALLEGIANCE**

## **5. PUBLIC FORUM**

There were no participants in Public Forum.

## **6. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS**

- A. Minutes from City Council Meeting January 13, 2026

Councilor Piccirilli moved to adopt the minutes and Councilor Feltner seconded.

The motion carried unanimously in a Voice Vote.

## **7. PRESIDENT’S REPORT**

President Sideris thanked the departments of Public Works, Public Buildings, Fire, and Police for their continued work regarding the recent major snowfall. He acknowledged that there is still work to do, but that these departments are working hard to help the community.

He then congratulated Councilor Lisa Feltner for being elected President of the Massachusetts Municipal Councilors’ Association.

## **8. PUBLIC HEARINGS**

- A. Public Hearing and Vote on a Proposed Loan Order that the sum of \$1,417,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

Description	Amount
Highway Skid Steer	\$65,000
Snow and Ice Loader ¾ yard	\$107,000
Two (2) Cemetery Off-Road Utility Vehicles	\$30,000
Cemetery Backhoe	\$140,000
Park Division Skid Sterr	\$75,000
Traffic Supervisor Vehicle #C10	\$80,000
Highway Hot Box #49	\$300,000
Snow and Ice 4x4 Sander #37	\$320,000
Cemetery Dump Truck #202	\$100,000
Small Urban Forestry Bucket Truck	\$200,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

City Manager Proakis stated that these items are consistent with conceptual recommendation number 37 for Fiscal Year 26 as well as recommendation 23 for Fiscal Year 2025.

Director of Department of Public Works Tom Brady noted that the only adjustment to this group of items was deciding to purchase a small bucket truck as opposed to the previously recommended wood chipper truck. The thought process is that the bucket truck will be more useful tending to the large number of trees being planted.

Councilor Piccirilli moved to approve loan order and Councilor Feltner seconded.

The motion carried unanimously in a Roll Call Vote.

- B. Public Hearing and Vote on a Proposed Loan Order that the sum of \$510,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

Description	Amount
35 GVW Service Truck	\$170,000
Sewer Pump/Trailer	\$150,000
Service Response Truck #60	\$190,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

City Manager Proakis stated that this item is consistent with conceptual recommendations 48 and 51 from the CIP.

Councilor Piccirilli moved to approve the loan order and Councilor Feltner seconded.

The motion carried unanimously in a Roll Call Vote.

- C. Public Hearing and Vote on a Proposed Loan Order that the sum of \$80,000 is appropriated to pay costs of purchasing a utility truck for the Department of Public Works, as more fully described in line 49 of the Annual Budget for fiscal year 2026, including all other costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

City Manager Proakis stated that this item relates to the water enterprise fund.

Councilor Piccirilli moved to approve the loan order and Councilor Feltner seconded.

The motion carried unanimously in a Roll Call Vote.

- D. Public Hearing and Vote on a Proposed Ordinance - "Skip the Stuff" Waste Reduction Ordinance - to be continued to February 24, 2026

President Sideris stated that this item will be heard at the February 24<sup>th</sup> meeting, but that it needs to be explicitly stated on an agenda to avoid further advertising costs.

## **9. MOTIONS, ORDINANCES, ORDERS, AND RESOLUTIONS**

- A. Authorization to Enter into Net Metering Credit Purchase Agreement with ReWild Renewables LLC

City Manager Proakis stated that the purpose of this item is to increase access to renewable energy and to save money by stabilizing costs. In order for this agreement to work, it needs to be for a long period of time – the agreement in the item is for 20 years.

Energy Manager Silas Fyler stated that the basic concept of this item is that Watertown would join a community solar farm that is owned and run by ReWild, the facility is expected to qualify as a Solar Net Metering facility and generate credits for each excess kilowatt hour of electricity generated, Watertown purchases these credits to have energy be delivered, which is estimated to save 10% when applied to current applicable Eversource charges.

Councilor Piccirilli remarked on the length of the contract and that the only way out of it would be for cause. He then asked what the actual cost savings will look like.

Silas Fyler replied that the cost of electricity changes each year, but that it will always be a 10% decrease from the current supply plus delivery cost. He then remarked that half of the meters for the City of Watertown would be included in this.

Councilor Piccirilli asked what the process would be to add more applicable meters.

Silas Fyler replied that there will be opportunities to add more meters, though it will have to be approved by ReWild. He also stated that some municipalities run into a problem of purchasing a surplus of credits without being able to use them.

President Sideris remarked that it is a very long commitment. He then asked, when considering the volatility of electric utilities in delivery and the federal government behavior, why Mr. Fyler believes this to be a good option for 20 years.

Silas Fyler replied that his own hometown has successfully been in an agreement for 15 years with no issues, and that there are very few cities or towns in the state that haven't taken advantage of this type of program. When considering federal policy, now seems like a more prudent time to partner with a solar farm than later.

Councilor Piccirilli moved to approve the agreement and Councilor Feltner seconded.

The motion carried unanimously in a Voice Vote.

B. Resolution Approving the Expenditure of Gifts of Funds for the Watertown Food Pantry

City Manager Proakis remarked that the Watertown Food Pantry has received \$51,582.58 in funds in recent months and requested the approval of expenditure of these funds.

Councilor Piccirilli moved to approve the expenditure of gift of funds and Councilor Feltner seconded.

The motion carried unanimously in a Voice Vote.

C. Resolution Authorizing a Transfer of Funds in the amount of \$421,500 from the City Council Reserve to various Personnel accounts

City Manager Proakis stated that this transfer is in relation to the settlement of contract for the firefighters and library unions as well as funding the new City Manager's contract.

Councilor Piccirilli moved to approve the transfer and Councilor Feltner seconded.

The motion carried unanimously in a Roll Call Vote.

President Sideris also shared a brief note from the President of the 1347 Firefighters' Union expressing gratitude for efficiently working to approve this contact.

D. Resolution Authorizing a Transfer of Funds in the amount of \$283,500 from the City Council Reserve to various Capital Improvements accounts

City Manager Proakis stated the 4 items on this transfer: \$9,500 to Public Buildings to close a gap for the Police Department's level 2 charger expansion, \$84,000 to Fire to address the remaining shortfall for the Fire Headquarters kitchen renovation, \$135,000 for traffic signal and safety improvements, and \$55,000 for an EV transit van for Human Services to support expanded mobile food access.

Councilor Piccirilli moved to approve the transfer of funds and Councilor Feltner seconded.

Councilor Feltner asked about future improvements to traffic signals, specifically in school zones.

City Manager Proakis replied that they will be able to prioritize signal updates with the new budget.

The motion carried unanimously in a Roll Call Vote.

- E. First Reading on a Proposed Loan Order that the sum of \$300,000 is appropriated to pay costs of purchasing a SparkCharge Level 3 mobile electric vehicle charging platform for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.

City Manager Proakis remarked that this item provides a large improvement for the speed of charging vehicles. This item includes a fully charged mobile unit that could continue to charge other vehicles during the event of a power outage.

- F. First Reading on a Proposed Loan Order that the sum of \$900,404 is appropriated to pay costs of purchasing three Level 3 electric vehicle chargers for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.

City Manager Proakis stated that this item is for three fixed chargers that will be located at the police station.

## **10. COMMUNICATIONS FROM THE CITY MANAGER**

President Sideris stated that he will read where the following requests for confirmation of appointments and reappointments referrals all together.

- A. Request for Confirmation of Reappointment to the Board of Health

Referred to the Committee on Human Services.

- B. Request for Confirmation of Appointment and Reappointments to the Conservation Committee

Referred to the Committee on Parks and Recreation.

- C. Request for Confirmation of Reappointments to the Community Preservation Committee

Referred to the Committee on Economic Development and Planning.

- D. Request for Confirmation of Reappointment to the Licensing Board

Referred to the Committee on Rules and Ordinances.

- E. Request for Confirmation of Reappointment to the Planning Board

Referred to the Committee on Economic Development and Planning.

- F. Request for Confirmation of Appointment to the Traffic Commission

Referred to the Committee on Public Safety.

- G. Request for Confirmation of Reappointments to the Zoning Board of Appeals

Referred to the Committee on Economic Development and Planning.

- H. Qualifications and Qualities for the City Treasurer/Collector per Charter Article 3 Section 3A

City Manager Proakis requested a referral discussing qualifications sought out for in the new City Treasurer.

President Sideris stated that this item gets referred to the Committee on Personnel and City Organization.

- I. Submission of the Proposed Fiscal Year 2027 -2031 Capital Improvement Program

City Manager Proakis handed out the CIP that would soon to be posted on the website. It includes a debt schedule with possible options for funding the Watertown Middles School, while also finding additional funding for the Watertown Square Plan as well as a Senior Center fund.

City Manager Proakis remarked on his appreciation for the crews working on the snow clean up, and thanked community for their patience while encouraging them to reach out to 311 for concerns.

He then addressed ongoing concerns with a recent agreement the administration made

with Flock Security Cameras. He expressed his appreciation for the Watertown Police Department with their input and availability for public discussion on this subject. He stated that it is his intention to withdraw from the agreement with Flock at this point in time. Acknowledging that there is a lot of controversy with potential ownership of the technology and data that Flock has, he addressed that there is also a lot of miss information circulating throughout the community – specifically that there are no current city owned license plate readers in town despite claims that they exist. He noted that there will be further discussions on how technology will be used going forward as there are beneficial aspects it can provide for public safety.

## **11. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS**

There were no Requests for Information.

## **12. ANNOUNCEMENTS**

President Sideris thanked Representative Lawn and Owens for hosting a team from the administration for a joint committee meeting with the Committee on Revenue to discuss Watertown’s Home Rule Petition on the tax classification study. This was the next step in the process to hopefully ensure continued relief of residential tax increases.

## **13. PUBLIC FORUM**

There were no participants in Public Forum.


## **14. RECESS OR ADJOURNMENT**

Councilor Piccirilli made a motion to adjourn and Councilor Feltner seconded.

The motion was adopted unanimously in a Roll Call Vote.

The meeting adjourned at 7:58 p.m.

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above minutes were adopted by a vote of 9 for, 0 against, and 0 present on February 10, 2026.

  
\_\_\_\_\_  
Mark S. Sideris, Council President

s:/BTM

**ELECTED OFFICIALS**

Mark S. Sideris,  
Council President

John G. Gannon,  
Councilor At Large

Nicole Gardner,  
District A Councilor

Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor

Theophilus Offei,  
Councilor At Large

Lisa J. Feltner,  
District B Councilor

Caroline Bays,  
Councilor At Large

Anthony Palomba,  
Councilor At Large

Emily Izzo,  
District D Councilor

**City Council Meeting**  
**Tuesday, January 27, 2026 at 6:15 PM**  
**Richard E. Mastrangelo Council Chamber**  
**Administration Building, 149 Main Street**

**List of Documents**

- 1. Loan Order - \$1,417,000 – DPW - Item 8A**
- 2. Loan Order - \$510,000 – DPW – Item 8B**
- 3. Loan Order - \$80,000 DPW – Item 8C**
- 4. Skip The Stuff Ordinance Draft – Item 8D**
- 5. Net Metering Credit Contract – ReWild – Item 9A**
- 6. Acceptance and Expenditure of Gift of Funds – Food Pantry – Item 9B**
- 7. Transfer of Funds - \$421,500 – CC Reserve to various Personnel – Item 9C**
- 8. Transfer of Funds - \$283,500 – CC Reserve to Capital Improvements – Item 9D**
- 9. Loan Order - \$300,000 – Mobile Electric Charging Platform – Item 9E**
- 10. Loan Order - \$900,404 EV Chargers for Police – Item 9F**
- 11. Request for Confirmation of Reappointment – Board of Health – Item 10A**
- 12. Request for Confirmation of Appointment and Reappointments Conservation Committee - Item 10B**
- 13. Request for Confirmation of Reappointments to the Community Preservation Committee – Item 10C**
- 14. Request for Confirmation of Reappointment to the Licensing Board – Item 10D**
- 15. Request for Confirmation of Reappointment to the Planning Board – Item 10E**
- 16. Request for Confirmation of Appointment to the Traffic Commission – Item 10F**
- 17. Request for Confirmation of Reappointments to the Zoning Board of Appeals – Item 10G**

**ADDENDUM TO THE  
MINUTES OF THE JANUARY  
27, 2026 CITY COUNCIL  
MEETING**



# City Council Meeting

Tuesday, January 27, 2026 at 6:15 PM  
Richard E. Mastrangelo Council Chamber

## Agenda

### ACCESS INFORMATION:

- A. This meeting will be held on January 27, 2026 at 6:15 P.M. Location: Richard E. Mastrangelo Council Chamber
  - B. This is an in-person meeting - any remote access is provided solely as a courtesy and may not be relied upon as alternative access. Therefore, any interruption in remote access technology shall not interrupt the meeting, and the meeting will proceed accordingly in person. In the event of such interruption, in-person attendance is available and encouraged.
  - C. The in-person meeting will also be televised through WCATV (Watertown Cable Access Television): <http://vodwcatv.org/CablecastPublicSite/watch-now?site=3>
  - D. The public may join the in-person meeting online: <https://watertown-ma.zoom.us/j/92991331344>
  - E. The public may join the in-person meeting audio only by phone: (877) 853-5257 or (888) 475-4499 (Toll Free) and enter Webinar ID: 929 9133 1344
  - F. Public may comment through email: [vpiccirilli@watertown-ma.gov](mailto:vpiccirilli@watertown-ma.gov)
  - G. Please Visit the City Council Website here: <https://www.watertown-ma.gov/350/City-Council>
- 

1. ROLL CALL
2. EXECUTIVE SESSION - 6:15 P.M.
  - A. To discuss strategy with respect to collective bargaining if an open meeting may have detrimental effect on the bargaining position of the public body and the chair so declares (DPW Union, Watertown Municipal Employee Group, Library Union, Fire Union, Police Patrol Union, Police Supervisors Union)
3. RETURN TO SESSION – 7:00 P.M.
4. PLEDGE OF ALLEGIANCE
5. PUBLIC FORUM
6. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS
  - A. Minutes from City Council Meeting January 13, 2026
7. PRESIDENT’S REPORT
8. PUBLIC HEARINGS
  - A. Public Hearing and Vote on a Proposed Loan Order that the sum of \$1,417,000 is

appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

<u>Description</u>	<u>Amount</u>
Highway Skid Steer	\$65,000
Snow and Ice Loader 3/4 yard	\$107,000
Two (2) Cemetery Off-Road Utility Vehicles	\$30,000
Cemetery Backhoe	\$140,000
Park Division Skid Steer	\$75,000
Traffic Supervisor Vehicle #C10	\$80,000
Highway Hot Box #49	\$300,000
Snow and Ice 4x4 Sander #37	\$320,000
Cemetery Dump Truck #202	\$100,000
Small Urban Forestry Bucket Truck	\$200,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

- B. Public Hearing and Vote on a Proposed Loan Order that the sum of \$510,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

<u>Description</u>	<u>Amount</u>
35 GVW Service Truck	\$170,000
Sewer Pump/Trailer	\$150,000
Service Response Truck #60	\$190,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

- C. Public Hearing and Vote on a Proposed Loan Order that the sum of \$80,000 is appropriated to pay costs of purchasing a utility truck for the Department of Public Works, as more fully described in line 49 of the Annual Budget for fiscal year 2026, including all other costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.
- D. Public Hearing and Vote on a Proposed Ordinance - "Skip the Stuff" Waste Reduction Ordinance - to be continued to February 24, 2026

9. MOTIONS, ORDINANCES, ORDER, AND RESOLUTIONS

- A. Authorization to Enter into Net Metering Credit Purchase Agreement with ReWild Renewables LLC
  - B. Resolution Approving the Expenditure of Gifts of Funds for the Watertown Food Pantry
  - C. Resolution Authorizing a Transfer of Funds in the amount of \$421,500 from the City Council Reserve to various Personnel accounts
  - D. Resolution Authorizing a Transfer of Funds in the amount of \$283,500 from the City Council Reserve to various Capital Improvements accounts
  - E. First Reading on a Proposed Loan Order that the sum of \$300,000 is appropriated to pay costs of purchasing a SparkCharge Level 3 mobile electric vehicle charging platform for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.
  - F. First Reading on a Proposed Loan Order that the sum of \$900,404 is appropriated to pay costs of purchasing three Level 3 electric vehicle chargers for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.
10. COMMUNICATIONS FROM THE CITY MANAGER
- A. Request for Confirmation of Reappointment to the Board of Health
  - B. Request for Confirmation of Appointment and Reappointments to the Conservation Committee
  - C. Request for Confirmation of Reappointments to the Community Preservation Committee
  - D. Request for Confirmation of Reappointment to the Licensing Board
  - E. Request for Confirmation of Reappointment to the Planning Board
  - F. Request for Confirmation of Appointment to the Traffic Commission
  - G. Request for Confirmation of Reappointments to the Zoning Board of Appeals
  - H. Qualifications and Qualities for the City Treasurer/Collector per Charter Article 3 Section 3A
  - I. Submission of the Proposed Fiscal Year 2027 -2031 Capital Improvement Program
11. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS
12. ANNOUNCEMENTS
13. PUBLIC FORUM
14. RECESS OR ADJOURNMENT

**ELECTED OFFICIALS**

Mark S. Sideris,  
Council President

John G. Gannon,  
Councilor At Large

Nicole Gardner,  
District A Councilor

Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor

Theophilus Offej,  
Councilor At Large

Lisa J. Feltner,  
District B Councilor

Caroline Bays,  
Councilor At Large

Anthony Palomba,  
Councilor At Large

Emily Izzo,  
District D Councilor

**CITY COUNCIL ATTENDANCE**  
**MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	<u>  X  </u>	<u>      </u>	<u>      </u>
LISA J. FELTNER	<u>  X  </u>	<u>      </u>	<u>      </u>
JOHN G. GANNON	<u>  X  </u>	<u>      </u>	<u>      </u>
NICOLE GARDNER	<u>  X  </u>	<u>      </u>	<u>      </u>
EMILY IZZO	<u>  X  </u>	<u>      </u>	<u>      </u>
THEOPHILUS OFFEI	X (Joined at 6:19)	<u>      </u>	<u>      </u>
ANTHONY PALOMBA	<u>  X  </u>	<u>      </u>	<u>      </u>
VINCENT J. PICCIRILLI JR.	<u>  X  </u>	<u>      </u>	<u>      </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u>  X  </u>	<u>      </u>	<u>      </u>

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	_X_	_____	_____
LISA J. FELTNER	_X_	_____	_____
JOHN G. GANNON	_X_	_____	_____
NICOLE GARDNER	_X_	_____	_____
EMILY IZZO	_X_	_____	_____
THEOPHILUS OFFEI	_____	_____	_____
ANTHONY PALOMBA	_X_	_____	_____
VINCENT J. PICCIRILLI JR.	_X_	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	_X_	_____	_____

Motion to enter into Executive Session

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

Motion adopt the minutes from City Council Meeting January 13, 2026

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

Motion to approve a loan order for \$1,417,000 for DPW vehicles



## Watertown City Council

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

ORDER # 5

2026 - O - 5

### ORDER TO APPROVE THE BORROWING OF FUNDS FOR DEPARTMENT OF PUBLIC WORKS VEHICLES AND EQUIPMENT

**ORDERED:** That the sum of \$1,417,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:


Description	Amount
Highway Skid Steer	\$65,000
Snow and Ice Loader $\frac{3}{4}$ yard	\$107,000
Two (2) Cemetery Off-Road Utility Vehicles	\$30,000
Cemetery Backhoe	\$140,000
Park Division Skid Steer	\$75,000
Traffic Supervisor Vehicle #c10	\$80,000
Highway Hot Box #49	\$300,000
Snow and Ice 4x4 Snader #37	\$320,000
Cemetery Dump Truck #202	\$100,000
Small Urban Forestry Bucket Truck	\$200,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

**BE IT FURTHER ORDERED:** That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector

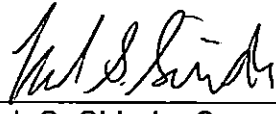
  
Council Member

I hereby certify that at a Meeting of the City Council for which a quorum was present, the above order was adopted by a vote of 4 for, 0 against, and 0 present on January 27, 2026



---

Brendan T. McCarthy, Council Clerk



---

Mark S. Sideris, Council President

**ELECTED OFFICIALS**

Mark S. Sideris,  
Council President

John G. Gannon,  
Councilor At Large  
Nicole Gardner,  
District A Councilor

Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor  
Theophilus Offei  
Councilor At Large  
Lisa J. Feltner  
District B Councilor

Caroline Bays,  
Councilor At Large


Anthony Palomba,  
Councilor At Large  
Emily Izzo,  
District D Councilor



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
www.watertown-ma.gov  
citymgr@watertown-ma.gov

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 7, 2026  
RE: Agenda Item – Proposed Loan Order

---

The Department of Public Works (DPW) requests approval to purchase essential vehicles and equipment needed to maintain and improve the City's infrastructure. These investments will enhance operational capacity across divisions and ensure efficient use of staff and resources.

The total request of \$1,417,000 reflects two previously identified conceptual recommendations, updated following a comprehensive fleet review and consultation with Division Heads. A full list of vehicles and equipment is detailed in the attached DPW memo.

**1. Conceptual Recommendation #37 – FY26 Loan Order (\$1,000,000)**

Original recommendation included five vehicle purchases. After reassessing fleet needs, DPW proposes replacing the previously requested Forestry Chipper Body with a Small Urban Forestry Bucket Truck, which better meets current operational demands.

**2. Conceptual Recommendation #23 – FY25 Loan Order (\$417,000)**

The original recommendation included the purchase of a Tree Chipper. Based on updated operational needs, DPW proposes substituting this item with a Skid Steer for the Parks Division.

Approval of these bond authorizations will allow DPW to replace aging equipment with modern, reliable assets, improving efficiency, strengthening response to weather and roadway conditions, and supporting forestry and cemetery operations. These investments are essential to sustaining City infrastructure, supporting public safety, and delivering high-quality municipal services.

I respectfully request that the enclosed Loan Orders be placed on the January 13, 2026 City Council Agenda for First Reading.

Thank you for your consideration.



28 State Street  
Boston, MA 02109-1775  
p: 617-345-9000 f: 617-345-9020  
hinckleyallen.com

Chelsea A. Tryder  
(617) 378-4209  
ctryder@hinckleyallen.com

January 8, 2026

George J. Proakis  
City Manager  
Administration Building  
149 Main Street  
Watertown, Massachusetts 02472

RE: Draft Loan Order – DPW Equipment Bonds

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of purchasing various items of departmental equipment for the Department of Public Works:

ORDERED: That the sum of \$1,417,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

<u>Description</u>	<u>Amount</u>
Highway Skid Steer	\$65,000
Snow and Ice Loader ¾ yard	107,000
Two (2) Cemetery Off-Road Utility Vehicles	30,000
Cemetery Backhoe	140,000
Park Division Skid Steer	75,000
Traffic Supervisor Vehicle #C10	80,000
Highway Hot Box #49	300,000
Snow and Ice 4x4 Sander #37	320,000
Cemetery Dump Truck #202	100,000
Small Urban Forestry Bucket Truck	200,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.



# CITY OF WATERTOWN

DEPARTMENT OF PUBLIC WORKS  
124 ORCHARD STREET  
WATERTOWN MA 02472

Thomas D. Brady  
Director of Public Works

(P) 617-972-6420  
(F) 617-972-6402

**TO:** Mr. George Proakis, City Manager  
**FROM:** Mr. Thomas Brady, Director of Public Works  
**DATE:** January 7, 2026  
**RE:** Vehicle Purchases for DPW Operations

This memo is to request approval for the purchase of vehicles to enhance the Department of Public Works' ability to maintain and repair critical City infrastructure.

This request includes the following vehicles for a total of \$1,417,000:

Conceptual Recommendation #37 "Proceed with the FY26 \$1,000,000 proposed loan order for the Public Works Department, consisting of:

- Traffic Control Division Traffic Supervisor Vehicle #C10 at \$80,000
- Highway Division Hot Box #49 at \$300,000
- Snow & Ice 4X4 Sander #37 at \$320,000
- Cemetery Division Dump Truck #202 at \$100,000
- Forestry Chipper Body #74 at \$200,000

Upon review of the existing fleet and discussions with Division Heads, the immediate priority is to purchase a Small Urban Forestry Bucket Truck rather than the Forestry Chipper Body Truck as requested by the previous Superintendent of Public Works. Therefore, the Department of Public Works requests the following appropriation of funds:

- Traffic Control Division Traffic Supervisor Vehicle #C10 at \$80,000
- Highway Division Hot Box #49 at \$300,000
- Snow & Ice 4X4 Sander #37 at \$320,000
- Cemetery Division Dump Truck #202 at \$100,000
- Small Urban Forestry Bucket Truck \$200,000.

Conceptual Recommendation # 23 "Confirm the prior recommendation to proceed with the FY25 \$417,000 proposed loan order for the Public Works Department, consisting of:

- Highway Skid Steer at \$65,000
- Snow and Ice ¾ Yard Loader at \$107,000
- Cemetery 2 – Off Road Utility Vehicles totaling \$30,000
- Cemetery Backhoe at \$140,000

- Tree Chipper at \$75,000

Upon review of the existing fleet and discussions with Division Heads, the immediate priority is to purchase a Skid Steer for the Parks Division rather than the Chipper as requested by the previous Superintendent of Public Works. Therefore, the Department of Public Works requests the following appropriation of funds:

- Highway Skid Steer at \$65,000
- Snow and Ice  $\frac{3}{4}$  Yard Loader at \$107,000
- Cemetery 2 – Off Road Utility Vehicles totaling \$30,000
- Cemetery Backhoe at \$140,000
- Park Division Skid Steer at \$75,000

If approved, these Bond authorizations will support the Departments' fleet maintenance and allow for the most effective use of our personnel and equipment to meet the needs of our community.

## Order Confirmation

Brendan McCarthy  
 Watertown City Council  
 149 Main Street  
 Watertown, MA 02472

Thank you for placing your Legal Notice in The Boston Globe.

Your order information and a preview of your notice are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1314 or email [legals@globe.com](mailto:legals@globe.com).

*Any and all proposed edits, revisions, and/or other changes to the notice must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at <https://www.bostonglobemedia.com/specs-deadlines>.*

Thank you,  
 Boston Globe Classified Sales

617-929-1314  
 Monday - Friday 9:30 am - 4:30 pm  
[legals@globe.com](mailto:legals@globe.com)

Order Number	<b>762026</b>	Order Price	<b>\$960.62</b>
Sales Rep.	<b>Jackson Kocak</b>	PO No.	
Account	<b>3028420</b>	Payment Type	
Publication	<b>Boston Globe</b>	Number of dates	<b>1</b>
First Run Date	<b>01/17/2026</b>	Last Run Date	<b>01/17/2026</b>
Payment Type			

### AD PREVIEW:

Legal Notice

The City Council of Watertown hereby gives notice of a public hearing and vote to be held on Tuesday, January 27, 2026 at 7:00 PM in the Richard Mastrangelo Chamber Administration Building, 149 Main Street, Watertown, MA and online at the following link: <https://watertown-ma.zoom.us/j/92991331344> which may be found on the City of Watertown's website, on a proposed Loan Order as follows:

ORDERED: That the sum of \$1,417,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

- Highway Skid Steer - \$65,000
- Snow and Ice Loader 3/4 yard - \$107,000
- Two Cemetery Off-Road Utility Vehicles - \$30,000
- Cemetery Backhoe - \$140,000
- Park Division Skid Steer - \$75,000
- Traffic Supervisor Vehicle #C10 - \$80,000
- Highway Hot Box #49 - \$300,000
- Snow and Ice 4x4 Sander #37 - \$320,000
- Cemetery Dump Truck #202 - \$100,000
- Small Urban Forestry Bucket Truck - \$200,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

Interested parties are encouraged to participate in this public hearing. A copy of the proposed Loan Order is available for inspection at the Administration Building, 149 Main Street, Watertown, MA 02472 in the City Clerk's Office Monday through Thursday 8:30 a.m. through 5:00 p.m., on Tuesday evening up to 7:00 p.m., and Friday 8:30 a.m. through 12:30 p.m., and on the City's website page: [www.watertown-ma.gov](http://www.watertown-ma.gov).

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

**Motion to approve a loan order for \$510,000 for DPW sewer equipment**



## Watertown City Council

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

ORDER # 6

2026 - O - 8

### ORDER TO APPROVE THE BORROWING OF FUNDS FOR DEPARTMENT OF PUBLIC WORKS SEWER DIVISION VEHICLES

**ORDERED:** That the sum of \$510,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

Description	Amount
35 GVW Service Truck	\$170,000
Sewer Pump/Trailer	\$150,000
Service Response Truck #60	\$190,000


and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

**BE IT FURTHER ORDERED:** That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector

  
\_\_\_\_\_  
Council Member

I hereby certify that at a Meeting of the City Council for which a quorum was present, the above order was adopted by a vote of 4 for, 0 against, and 0 present on January 27, 2026

  
\_\_\_\_\_  
Brendan T. McCarthy, Council Clerk

  
\_\_\_\_\_  
Mark S. Sideris, Council President

## **ELECTED OFFICIALS**

**Mark S. Sideris,  
Council President**

**John G. Gannon,  
Councilor At Large  
Nicole Gardner,  
District A Councilor**

**Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor  
Theophilus Offei  
Councilor At Large  
Lisa J. Feltner  
District B Councilor**

**Caroline Bays,  
Councilor At Large**

**Anthony Palomba,  
Councilor At Large  
Emily Izzo,  
District D Councilor**




George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 7, 2026

RE: Agenda Item – Proposed Loan Order

---

The Department of Public Works requests City Council approval for loan orders totaling \$510,000 to purchase essential Sewer Division vehicles that will strengthen the Division's capacity to maintain and repair critical City infrastructure. These acquisitions align with the City's long-term capital plan and support Conceptual Recommendation #48 and #51, which reaffirms proceeding with the FY25 Sewer Enterprise Fund loan orders.

The \$750,000 in sewer system improvements referenced in Conceptual Recommendation #51 will be presented at a future City Council meeting.

I respectfully request that the enclosed Loan Order be placed on the January 13, 2026 City Council Agenda for First Reading.

Thank you for your consideration.



28 State Street  
Boston, MA 02109-1775  
p: 617-345-9000 f: 617-345-9020  
hinckleyallen.com

Chelsea A. Tryder  
(617) 378-4209  
ctryder@hinckleyallen.com

January 8, 2026

George J. Proakis  
City Manager  
Administration Building  
149 Main Street  
Watertown, Massachusetts 02472

RE: Draft Loan Order – DPW Equipment Bonds

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of purchasing various items of departmental equipment for the Department of Public Works:

ORDERED: That the sum of \$510,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

<u>Description</u>	<u>Amount</u>
35 GVW Service Truck	\$170,000
Sewer Pump/Trailer	150,000
Service Response Truck #60	190,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.

Please call me if there are any questions about the suggested proceedings.

Sincerely,

*/s/ Chelsea A. Tryder*

Chelsea A. Tryder



# CITY OF WATERTOWN

DEPARTMENT OF PUBLIC WORKS  
124 ORCHARD STREET  
WATERTOWN MA 02472

Thomas D. Brady  
Director of Public Works

(P) 617-972-6420  
(F) 617-972-6402

**TO:** Mr. George Proakis, City Manager  
**FROM:** Mr. Thomas Brady, Director of Public Works  
**DATE:** January 7, 2026  
**RE:** Vehicle Purchases for DPW Sewer Enterprise Operations

This memo is to request approval for the purchase of vehicles to enhance the Department of Public Works Water Division's ability to maintain and repair critical City infrastructure.

This request includes the following vehicles for a total of \$510,000:

Conceptual Recommendation #48 "Confirm the prior recommendation to proceed with the FY25 Sewer Enterprise Fund proposed loan order for \$320,000 consisting of:

- 35K GWV Service Truck at \$170,000
- Sewer Pump Trailer at \$150,000."

Conceptual Recommendation #51 "Proceed with the FY26 Sewer Enterprise Fund proposed loan order for \$940,000 consisting of:

- Sewer System Improvements at \$750,000
- Service Response Truck #60 at \$190,000."

Sewer system improvements at \$750,000 will be requested in a separate memo. This request covers the following:

- Service Response Truck #60 at \$190,000."

## Order Confirmation

Brendan McCarthy  
 Watertown City Council  
 149 Main Street  
 Watertown, MA 02472

Thank you for placing your Legal Notice in The Boston Globe.

Your order information and a preview of your notice are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1314 or email [legals@globe.com](mailto:legals@globe.com).

*Any and all proposed edits, revisions, and/or other changes to the notice must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at <https://www.bostonglobemedia.com/specs-deadlines>.*

Thank you,  
 Boston Globe Classified Sales

617-929-1314  
 Monday - Friday 9:30 am - 4:30 pm  
[legals@globe.com](mailto:legals@globe.com)

Order Number	<b>762025</b>	Order Price	<b>\$783.99</b>
Sales Rep.	<b>Jackson Kocak</b>	PO No.	
Account	<b>3028420</b>	Payment Type	
Publication	<b>Boston Globe</b>	Number of dates	<b>1</b>
First Run Date	<b>01/17/2026</b>	Last Run Date	<b>01/17/2026</b>
Payment Type			

### AD PREVIEW:

Legal Notice

The City Council of Watertown hereby gives notice of a public hearing and vote to be held on Tuesday, January 27, 2026 at 7:00 PM in the Richard Mastrangelo Chamber Administration Building, 149 Main Street, Watertown, MA and online at the following link: <https://watertown-ma.zoom.us/j/92991331344> which may be found on the City of Watertown's website, on a proposed Loan Order as follows:

**ORDERED:** That the sum of \$510,000 is appropriated to pay costs of purchasing the following items of departmental equipment for the Department of Public Works, including all costs incidental and related thereto:

- 35 GVW Service Truck - \$170,000
- Sewer Pump/Trailer - \$150,000
- Service Response Truck #60 - \$190,000

and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

Interested parties are encouraged to participate in this public hearing. A copy of the proposed Loan Order is available for inspection at the Administration Building, 149 Main Street, Watertown, MA 02472 in the City Clerk's Office Monday through Thursday 8:30 a.m. through 5:00 p.m., on Tuesday evening up to 7:00 p.m., and Friday 8:30 a.m. through 12:30 p.m.; and on the City's website page: [www.watertown-ma.gov](http://www.watertown-ma.gov).

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

Motion to approve a loan order for \$80,000 for DPW utility truck



# Watertown City Council

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

ORDER # 7

2026 - O - 7


## ORDER TO APPROVE THE BORROWING OF FUNDS FOR DEPARTMENT OF PUBLIC WORKS WATER DIVISION VEHICLE

**ORDERED:** That the sum of \$80,000 is appropriated to pay costs of purchasing a utility truck for the Department of Public Works, as more fully described in line 49 of the Annual Budget for fiscal year 2026, including all other costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

**BE IT FURTHER ORDERED:** That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector

  
\_\_\_\_\_  
Council Member

I hereby certify that at a Meeting of the City Council for which a quorum was present, the above order was adopted by a vote of 9 for, 0 against, and 0 present on January 27, 2026

  
\_\_\_\_\_  
Brendan T. McCarthy, Council Clerk

  
\_\_\_\_\_  
Mark S. Sideris, Council President

### ELECTED OFFICIALS

Mark S. Sideris,  
Council President

Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor  
Theophilus Offei  
Councilor At Large  
Lisa J. Feltner  
District B Councilor

Caroline Bays,  
Councilor At Large

John G. Gannon,  
Councilor At Large  
Nicole Gardner,  
District A Councilor


Anthony Palomba,  
Councilor At Large  
Emily Izzo,  
District D Councilor



George J. Proakis  
City Manager

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*Office of the City Manager*

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Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 7, 2026  
RE: Agenda Item – Proposed Loan Order

---

The Department of Public Works requests City Council approval for loan orders totaling \$80,000 to purchase essential Water Division vehicles that will strengthen the Division's capacity to maintain and repair critical City infrastructure. These acquisitions align with the City's long-term capital plan and support Conceptual Recommendation #49, which reaffirms proceeding with the FY25 Water Enterprise Fund loan order for a utility truck.

I respectfully request that the enclosed Loan Order be placed on the January 13, 2026 City Council Agenda for First Reading.

Thank you for your consideration.



28 State Street  
Boston, MA 02109-1775  
p: 617-345-9000 f: 617-345-9020  
hinckleyallen.com

Chelsea A. Tryder  
(617) 378-4209  
ctryder@hinckleyallen.com

January 8, 2026

George J. Proakis  
City Manager  
Administration Building  
149 Main Street  
Watertown, Massachusetts 02472

RE: Draft Loan Order – Utility Truck

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of purchasing a utility truck for the Department of Public Works:

ORDERED: That the sum of \$80,000 is appropriated to pay costs of purchasing a utility truck for the Department of Public Works, as more fully described in line 49 of the Annual Budget for fiscal year 2026, including all other costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.

Please call me if there are any questions about the suggested proceedings.

Sincerely,

*/s/ Chelsea A. Tryder*

Chelsea A. Tryder



# CITY OF WATERTOWN

DEPARTMENT OF PUBLIC WORKS  
124 ORCHARD STREET  
WATERTOWN MA 02472

Thomas D. Brady  
Director of Public Works

(P) 617-972-6420  
(F) 617-972-6402

**TO:** Mr. George Proakis, City Manager  
**FROM:** Mr. Thomas Brady, Director of Public Works  
**DATE:** January 7, 2026  
**RE:** Vehicle Purchases for DPW Water Enterprise Operations

This memo is to request approval for the purchase of vehicles to enhance the Department of Public Works Water Division's ability to maintain and repair critical City infrastructure.

This request includes the following vehicles for a total of \$80,000:

Conceptual Recommendation #49 "Confirm the prior recommendation to proceed with the FY25 Water Enterprise Fund proposed loan order for \$80,000 for Utility Truck."

## Order Confirmation

Brendan McCarthy  
 Watertown City Council  
 149 Main Street  
 Watertown, MA 02472

Thank you for placing your Legal Notice in The Boston Globe.

Your order information and a preview of your notice are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1314 or email [legals@globe.com](mailto:legals@globe.com).

*Any and all proposed edits, revisions, and/or other changes to the notice must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at <https://www.bostonglobemedia.com/specs-deadlines>.*

Thank you,  
 Boston Globe Classified Sales

617-929-1314  
 Monday - Friday 9:30 am - 4:30 pm  
[legals@globe.com](mailto:legals@globe.com)

Order Number	<b>762028</b>	Order Price	<b>\$683.07</b>
Sales Rep.	<b>Jackson Kocak</b>	PO No.	
Account	<b>3028420</b>	Payment Type	
Publication	<b>Boston Globe</b>	Number of dates	<b>1</b>
First Run Date	<b>01/17/2026</b>	Last Run Date	<b>01/17/2026</b>
Payment Type			

### AD PREVIEW:



**WHEREAS** Implementing Watertown’s “Resilient Watertown” Climate Plan is a top priority of the City Council and the Community; and,

**WHEREAS** A part of the effort to improve the environment is to reduce trash; and,

**WHEREAS** Single use plastics have a significant impact on the environment through their carbon footprint and contribution to excess waste; and,

**WHEREAS** the reduction of single use plastics in circumstances where they are not necessary is a valid and effective waste reduction strategy; and,

**WHEREAS** substitution of non-recyclable single-use plastics will also reduce waste.

**NOW THEREFORE BE IT ORDAINED** by the City Council of Watertown that a new Title X, Chapter 117 be added to the of the Watertown Code of Ordinances, as follows:

### **Chapter 117**

#### **SKIP THE STUFF ORDINANCE**

##### **117.01 Purpose**

This purpose of this chapter is to reduce the overall environmental impact of the City of Watertown, its residents, and its businesses. Single use plastic has a significant impact on the environment through its carbon footprint, and impact on waste systems. The provisions of this ordinance will reduce the amount of single use plastic used throughout the City.

##### **117.02 Definitions**

For the purpose of this Section 117, the following definitions apply:

- A. **Condiment:** A single-use packet containing relishes, spices, sauces, confections, or seasonings, that requires no additional preparation, and that is used on food or beverages, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, sauerkraut, salsa, syrup, jam, jelly, salad dressings, salt, sugar, sugar substitutes, pepper, and chili pepper.
- B. **Foam polystyrene:** A non-biodegradable petrochemical thermoplastic made from aerated forms of polystyrene and includes several methods of manufacture. Expanded polystyrene (EPS) or extruded polystyrene (XPS) are forms of polystyrene.
- C. **Food Establishment:** A retail establishment that stores, prepares, services, vends, or otherwise provides food for human consumption, as defined by the Watertown Zoning Ordinance, Table of Uses.
- D. **Full-Service Food Establishment:** A food establishment where customers are seated at a table either by waitstaff or themselves, and where orders are taken and served by waitstaff at the tables.

- E. **Online Food Ordering Platform:** The digital technology provided on a website or mobile application through which a consumer can place an order for pick-up or delivery of Prepared Food. Such platforms include those operated directly by Food Establishments, by companies that provide delivery of prepared meals to consumers, and by online food ordering systems that connect consumers to Food Establishments directly.
- F. **Prepared Food:** Food or beverages serviced, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, poured, or otherwise prepared (collectively “prepared”) for individual customers or consumers. Prepared Food does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.
- G. **Single-Use:** Items designed to be used once and then discarded and not designed for repeated use and sanitizing.
- H. **Single-Use Foodware Accessory:** Single-use items provided alongside Prepared Food served in single-use plates, containers, or cups, including but not limited to utensils, tongs, chopsticks, napkins, straws, stirrers, splash sticks, cocktail sticks, and toothpicks, cup lids, cup sleeves, cup trays, and food trays.
- I. **Utensil:** Forks, spoons, knives, sporks, chopsticks, or other instruments used to serve food or to eat food.
- J. **Reusable Food and Beverage Serviceware:** Containers, bowls, plates, trays, cups, glasses, forks, spoons, knives, takeout containers, and other items used to contain and consume beverages and prepared food that are manufactured and designed to be washed and sanitized and used repeatedly over an extended period of time.

### 117.03 Prohibited use and distribution of single-use food and beverage serviceware

Food Establishments are prohibited from providing Single-use Accessories, including in takeout and delivery orders, whether orders are placed online, via phone, or in person, except as follows:

- A. Single-use Accessories may be provided specifically upon the request of the consumer:
  - 1. By asking directly;
  - 2. By selecting the items in an online food ordering platform; or,
  - 3. In response to an inquiry by the food establishment.
- B. Food Establishments may have Single-use Accessories available at self-service stations. The self-service station may include a Single Item Dispenser. These stations must comply with the Massachusetts Retail Food Code (105 CMR 590.00)

### 117.04 Options with Online Food Ordering Platforms

Online Food Ordering Platforms must provide Food Establishments with a method to list each Single-Use Accessory and Condiment that is offered by the Food Establishment, such that customers can specifically request the Single-Use Accessories and Condiments that they wish to have included with their order.

### **117.05 Restricted Packaging**

- A. Single-use Accessories, including plastic forks, spoons and knives, may not be wrapped in plastic or offered as bundled sets.
- B. To ensure that single use food containers and packaging materials are recyclable, retail establishments are prohibited from selling or distributing single use food containers and packing materials made in whole or in part from:
  - 1. Foam polystyrene;
  - 2. Plastic that is completely or substantially black in color; ~~or,~~
  - 3. ~~Lined with polyethylene or other petroleum-based plastics.~~
- C. A retail or food establishment may establish if a specific item is allowable under Section 117.05B by providing written documentation to the Director of Public Health that the items is recyclable from their city-permitted waste/recycling hauler and associated MRF, or compostable from their commercial organics hauler and associated compost end site.
- D. If the Director of Public Health determines that compliance with Section 117.05B is not feasible due to industry-wide unavailability of compliant items, the Director may suspend enforcement of this provision for all food and retail establishments until the Director determines that the supply of compliant items has been sufficiently restored.

### **117.06 Restrictions on Full Service Food**

Full Service Food Establishments must utilize only Reusable Food and Beverage Serviceware for dine-in customers.

### **117.07 Exemptions**

A food establishment may seek an exemption from the requirements of this ordinance as follows:

- A. The food establishment must file a request for an exemption in writing with the Director of Public Health.
- B. The request must state specifically which section and products they are seeking an exemption from and state reasons why application of the specific requirement would cause undue hardship.
- C. The Director may waive any specific requirement of this ordinance for a period of not more than six months, but, upon subsequent applications, may extend exemptions for additional six-month period.
- D. The Director will issue a final decision in writing within 30 days of receipt of a request for an exemption.

### **117.08 Enforcement**

The Director of Public Health and/or his/her designee shall have the authority to administer and enforce this ordinance.

### **117.09 Effective Date**

This ordinance will take effect six months after passage to allow time for the City Administration to conduct an education campaign focused on food establishments and consumers

### **117.99 Penalty**

- A. Any person who violates any provision of this chapter shall be issued a verbal warning for the first offense, then fined as follows:
  - 1. \$100 for the second offense
  - 2. \$200 for the third offense
  - 3. \$300 for the fourth offense and each subsequent offense
- B. Each day the violation continues may constitute a separate offense.
- C. Nothing in this section shall be deemed to limit the use of other lawful methods of abating violations of this section, including but not limited to application for equitable relief from a court of law.

**ORDINANCE #** [REDACTED]

**2025 – O –** [REDACTED]

**WHEREAS** Implementing Watertown’s “Resilient Watertown” Climate Plan is a top priority of the City Council and the Community; and,

**WHEREAS** A part of the effort to improve the environment is to reduce trash; and,

**WHEREAS** Single use plastics have a significant impact on the environment through their carbon footprint and contribution to excess waste; and,

**WHEREAS** the reduction of single use plastics in circumstances where they are not necessary is a valid and effective waste reduction strategy; and,

**WHEREAS** elimination of non-recyclable single-use plastics will also reduce waste.

**NOW THEREFORE BE IT ORDAINED** by the City Council of Watertown that a new Title X, Chapter 117 be added to the of the Watertown Code of Ordinances, as follows:

## **Chapter 117**

### **SKIP THE STUFF ORDINANCE**

#### **117.01 Purpose**

This purpose of this chapter is to reduce the overall environmental impact of the City of Watertown, its residents, and its businesses. Single use plastic has a significant impact on the environment through its carbon footprint, and impact on waste systems. The provisions of this ordinance will reduce the amount of single use plastic used throughout the City.

#### **117.02 Definitions**

For the purpose of this Section 117, the following definitions apply:

- A. **Condiment:** A single-use packet containing relishes, spices, sauces, confections, or seasonings, that requires no additional preparation, and that is used on food or beverages, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, sauerkraut, salsa, syrup, jam, jelly, salad dressings, salt, sugar, sugar substitutes, pepper, and chili pepper.
- B. **Foam polystyrene:** A non-biodegradable petrochemical thermoplastic made from aerated forms of polystyrene and includes several methods of manufacture. Expanded polystyrene (EPS) or extruded polystyrene (XPS) are forms of polystyrene.
- C. **Food Establishment:** A retail establishment that stores, prepares, services, vends, or otherwise provides food for human consumption, as defined by the Watertown Zoning Ordinance, Table of Uses.
- D. **Full-Service Food Establishment:** A food establishment where customers are seated at a table either by waitstaff or themselves, and where orders are taken and served by waitstaff at the tables.
- E. **Online Food Ordering Platform:** The digital technology provided on a website or mobile application through which a consumer can place an order for pick-up or delivery of Prepared Food. Such platforms include those operated directly by Food Establishments, by companies that provide delivery of prepared meals to consumers, and by online food ordering systems that connect consumers to Food Establishments directly.
- F. **Prepared Food:** Food or beverages serviced, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, poured, or otherwise prepared (collectively “prepared”) for individual customers or consumers. Prepared Food does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.

- G. **Single-Use:** Items designed to be used once and then discarded and not designed for repeated use and sanitizing.
- H. **Single-Use Foodware Accessory:** Single-use items provided alongside Prepared Food served in single-use plates, containers, or cups, including but not limited to utensils, tongs, chopsticks, **napkins**, straws, stirrers, splash sticks, cocktail sticks, and toothpicks, cup lids, cup sleeves, cup trays, and food trays.
- I. **Utensil:** Forks, spoons, knives, sporks, chopsticks, or other instruments used to serve food or to eat food.
- J. **Reusable Food and Beverage Serviceware:** Containers, bowls, plates, trays, cups, glasses, forks, spoons, knives, takeout containers, and other items used to contain and consume beverages and prepared food that are manufactured and designed to be washed and sanitized and used repeatedly over an extended period of time.

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  - 1. By asking directly;
  - 2. By selecting the items in an online food ordering platform; or,
  - 3. In response to an inquiry by the food establishment.
- B. Food Establishments may have Single-use Accessories available at self-service stations. The self-service station may include a Single Item Dispenser. These stations must comply with the Massachusetts Retail Food Code (105 CMR 590.00)

### **117.04 Options with Online Food Ordering Platforms**

Online Food Ordering Platforms must provide Food Establishments with a method to list each Single-Use Accessory and Condiment that is offered by the Food Establishment, such that customers can specifically request the Single-Use Accessories and Condiments that they wish to have included with their order.

### **117.05 Restricted Packaging**

- A. Single-use Accessories, including plastic forks, spoons and knives, may not be wrapped in plastic or offered as bundled sets.
- B. To ensure that single use food containers and packaging materials are recyclable, retail establishments are **prohibited from selling or distributing**
- C. single use food containers and packing materials made in whole or in part from:
  - 1. **Foam polystyrene;**
  - 2. **Plastic that is completely or substantially black in color; or,**
  - 3. **Lined with polyethylene or other petroleum-based plastics.**

- D. A retail or food establishment may establish if a specific item is allowable under Section 117.05B by providing written documentation to the Director of Public Health that the items is recyclable from their city-permitted waste/recycling hauler and associated MRF, or compostable from their commercial organics hauler and associated compost end site.
- E. If the Director of Public Health determines that compliance with Section 117.05B is not feasible due to industry-wide unavailability of compliant items, the Director may suspend enforcement of this provision for all food and retail establishments until the Director determines that the supply of compliant items has been sufficiently restored.

**117.06 Restrictions on Full Service Food**

Full Service Food Establishments must utilize only Reusable Food and Beverage Serviceware or non-plastic compostable serviceware for dine-in customers.

**117.07 Exemptions**

A food establishment may seek an exemption from the requirements of this ordinance as follows:

- A. The food establishment must file a request for an exemption in writing with the Director of Public Health.
- B. The request must state specifically which section and products they are seeking an exemption from and state reasons why application of the specific requirement would cause undue hardship.
- C. The Director may waive any specific requirement of this ordinance for a period of not more than six months, but, upon subsequent applications, may extend exemptions for additional six-month period.
- D. The Director will issue a final decision in writing within 30 days of receipt of a request for an exemption.

**117.08 Enforcement**

The Director of Public Health and the Code Enforcement Officer and/or his/her designees shall have the authority to administer and enforce this ordinance.

**117.09 Effective Date**

This ordinance will take effect six months after passage to allow time for the City Administration to conduct an education campaign focused on food establishments and consumers

**117.99 Penalty**

- A. Any person who violates any provision of this chapter shall be issued a verbal warning for the first offense, then fined as follows:
  - 1. \$100 for the second offense

2. \$200 for the third offense
  3. \$300 for the fourth offense and each subsequent offense
- B. Each day the violation continues may constitute a separate offense.
- C. Nothing in this section shall be deemed to limit the use of other lawful methods of abating violations of this section, including but not limited to application for equitable relief from a court of law.

**Order Confirmation**

Brendan McCarthy  
 Watertown City Council  
 149 Main Street  
 Watertown, MA 02472

Thank you for placing your Legal Notice in The Boston Globe.

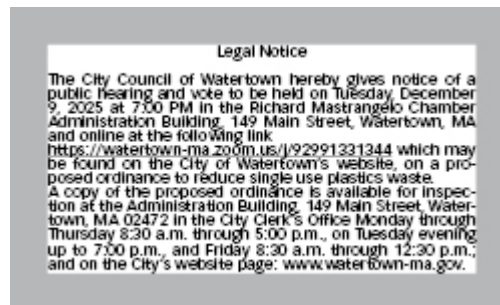
Your order information and a preview of your notice are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1314 or email [legals@globe.com](mailto:legals@globe.com).

*Any and all proposed edits, revisions, and/or other changes to the notice must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at <https://www.bostonglobemedia.com/specs-deadlines>.*

Thank you,  
 Boston Globe Classified Sales

617-929-1314  
 Monday - Friday 9:30 am - 4:30 pm  
[legals@globe.com](mailto:legals@globe.com)

Order Number	<b>759979</b>	Order Price	<b>\$405.59</b>
Sales Rep.	<b>Jackson Kocak</b>	PO No.	
Account	<b>3028420</b>	Payment Type	
Publication	<b>Boston Globe</b>	Number of dates	<b>1</b>
First Run Date	<b>11/27/2025</b>	Last Run Date	<b>11/27/2025</b>
Payment Type			

**AD PREVIEW:**


**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	_X_	_____	_____
LISA J. FELTNER	_X_	_____	_____
JOHN G. GANNON	_X_	_____	_____
NICOLE GARDNER	_X_	_____	_____
EMILY IZZO	_X_	_____	_____
THEOPHILUS OFFEI	_X_	_____	_____
ANTHONY PALOMBA	_X_	_____	_____
VINCENT J. PICCIRILLI JR.	_X_	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	_X_	_____	_____

Motion to authorize the City Manager to sign a contract over 5 years in length to participate in net metering (solar) with ReWild.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 21, 2026

RE: Agenda Item – Authorization to Enter into Net Metering Credit Purchase Agreement with ReWild Renewables LLC

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The Department of Public Buildings requests approval to enter into a twenty-year agreement with ReWild Renewables LLC for the purchase of net metering credits benefiting select municipal electricity accounts.

The enclosed Net Metering Credit Sales Agreement is provided for your review and consideration. The Agreement outlines the terms under which ReWild Renewables LLC (“Seller”) will finance, construct, own, operate, and maintain a new solar energy facility in Massachusetts. The facility is expected to qualify as a Solar Net Metering Facility under state regulations, generating credits for excess electricity delivered to the grid. Under this Agreement, the City of Watertown (“Buyer”) will purchase all associated credits at the pricing and conditions detailed in the Agreement and its Exhibits.

This long-term arrangement offers stable and predictable economic benefits for the City while advancing renewable-energy infrastructure and supporting the Commonwealth’s clean-energy goals.

I respectfully request that this matter be placed on the City Council agenda for January 27, 2026, for favorable consideration.

Thank you for your attention to this matter.

# WATERTOWN

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## MASSACHUSETTS



Watertown City Hall  
149 Main Street, Watertown, MA 02472

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January 20, 2026

George Proakis  
City Manager  
City of Watertown  
149 Main Street  
Watertown, MA 02472

Dear Mr. Proakis

The Department of Public Buildings respectfully submits this request for approval to enter into a twenty (20) year agreement with ReWild Renewables LLC for the purchase of net metering credits to be applied to select municipal electricity accounts.

Under the proposed agreement, the city would purchase net metering credits generated by Clem's Way Solar, LLC (c/o ReWild Renewables LLC), located at 1094 Main Street, Acushnet. These credits would be applied to electricity accounts billed by Eversource. The cost of the net metering credits will be ten percent (10%) lower than the applicable electricity charges from the Eversource for each participating meter.

While the City would not receive the associated Renewable Energy Credits (RECs), the agreement is intended as a cost-savings initiative rather than a greenhouse gas reduction program. The project nonetheless supports the continued development of solar energy in Massachusetts and contributes to the local workforce involved in the design and construction of renewable energy infrastructure.

The agreement is projected to generate approximately \$90,000 in savings during the first year of solar production at Clem's Way. The savings are expected to increase over time as electricity rates rise.

The Department of Public Buildings recommends approval of this agreement and respectfully requests your support in forwarding this matter to the City Council for consideration and approval at the January 27, 2026, Council meeting.

Thank you,

*Denise Moroney*  
Director of Public Buildings  
617-686-3184

## NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of in the Commonwealth of Massachusetts with a principal place of business at 525 Canton\_, 2025 ("**Effective Date**") and is by and between **LOGGING SWAMP SOLAR, LLC** as seller ("**Seller**"). and the CITY OF WATERTOWN, MASSACHUSETTS, a municipality with a mailing address of 149 Main Street, Watertown, MA 02472, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

### RECITALS

**WHEREAS**, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

**WHEREAS**, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located in Rochester, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

**WHEREAS**, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

**WHEREAS**, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Metering Credits generated by the Solar Energy Facility during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto., Seller and Buyer agree as follows:

### ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

**"Actual Annual Production"** means the Actual Production recorded by the Meter during a Contract Year.

**"Actual Production"** means for any period, the actual net electrical production in kilowatt hours (kWh) of the Solar Energy Facility recorded by the Meter.

**“Actual Solar Insolation”** means the amount of solar Energy received by the Solar Energy Facility, measured in kilowatt hours per square meter of photovoltaic surface (kWh/m<sup>2</sup>).

**“Applicable Legal Requirements”** means any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction, including any performance standards required by law, and including the Net Metering Regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, approvals 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, and ownership of the Solar Energy Facility, as well as the selling and purchasing of Net Metering Credits therefrom.

**“Business Day”** means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

**“Commercial Operations Date”** means the date on which the Solar Energy Facility receives permission from the EDC to operate.

**“Confidential Information”** means all oral and written information exchanged between the Parties that contains proprietary business or confidential information of a Party and either is clearly marked-as “confidential” by such Party or by its nature is clearly expected to be confidential, except that documents shall not be confidential if they do not fall within any of the exemptions to the definition of “Public Records” in G.L. c.4, § 7(26<sup>th</sup>).

**“Contract Year”** means a consecutive 12-month period beginning on the Commercial Operation Date and repeating annually thereafter.

**“EDC”** means the local electric distribution company.

**“EDC Meter”** means the local electric distribution company’s utility-grade meter serving the Solar Energy Facility.

**“Energy”** means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

**“Environmental Attributes”** means NEPOOL GIS Certificates, RECs, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, including without limitation clean peak attributes issued under 225 CMR 17.00 to qualified facilities, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes, and the Net Metering Credits.

***“Estimated Annual Production”*** shall have the meaning ascribed to it in Section 4.9.

***“Force Majeure”*** means any event or circumstance not within the reasonable control of and not resulting from the acts or omissions of the affected Party, and which such Party is unable to overcome or avoid or cause to be avoided, which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement. Subject to the foregoing, such acts or circumstances may include, but are not limited to: Acts of God; natural phenomena, such as storms, hurricanes, tornados, floods, lightning, landslides, and earthquakes; explosions or fires unrelated to the acts or omissions of either Party; epidemics; strikes, lock-outs or other industrial disturbances acts of war, insurrection, sabotage, rebellion, or terrorism; and acts, failures to act, or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity. A Party may not assert an event of Force Majeure to excuse it from performing due to any act, failure to act, or order of a Governmental Authority, where the same was due, in whole or in part, to the acts or omissions of the Party, or it was reasonably within such Party’s power to prevent or mitigate the effects of such act, failure to act, or order. For avoidance of doubt, economic hardship of either Party shall not constitute an event of *Force Majeure*.

***“Generation Contingent”*** means that Seller’s failure to deliver is excused if the Solar Energy Facility, for any reason, does not generate sufficient energy necessary to deliver Net Metering Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

***“Governmental Authority”*** means any national, state, or local government, Independent System Operator (ISO), regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

***“Governmental Charges”*** means all applicable federal, state and local taxes (other than taxes based on income or net worth, and including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company (“EDC”), or other similar entity, on or with respect to the Net Metering Credits, including but not limited to backup charges and demand charges such as but not limited to a minimum reliability contribution charge.

***“Guaranteed Production”*** has the meaning given to it in Section 4.9.

***“Guaranteed Production Adjustment Causes”*** means an adjustment to the Actual Annual Production of the Solar Energy Facility resulting from any of the following: (a) Solar Energy Facility failure, damage or downtime attributable to the EDC, a delay in a repair, interference by a third party, or Force Majeure; (b) inverter failure or delayed repair of an inverter due to manufacturing defect covered by a warranty; (c) general utility outage or any failure of the electrical grid to which the Solar Energy Facility is interconnected not the result of any act or omission of Seller or operator of the Solar Energy Facility; (d) unauthorized or unexpected usage

of real property which impacts insolation at the Solar Energy Facility; (e) Force Majeure; (f) acts or omissions of Buyer or the EDC or (g) variations between Standard Insolation Conditions and the Actual Solar Insolation at the Solar Energy Facility in any applicable Contract Year.

**“Host Customer”** shall have the meaning given this term in the Net Metering Regulations.

**“Interconnection Agreement”** shall mean the Interconnection Service Agreement entered into with the local electric distribution company, which authorizes the interconnection of the Solar Energy Facility with the EDC

**“Interest Rate”** means the rates established by the Commonwealth in accordance with M.G.L. c. 29, § 29C and 815 CMR 4.00.

**“Lender”** means the entity or person(s) providing financing to Seller in connection with the Solar Energy Facility.

**“Meter”** means the local electric distribution company’s utility-grade meter serving the Solar Energy Facility.

**“Net Metering Credits”** shall have the meaning set forth in 220 CMR 18.00.

**“Net Metering”** means the process of measuring the difference between electricity delivered by a EDC and electricity generated by a net metering facility and fed back to the local electric distribution company, as set forth as of the Effective Date under M.G.L. c. 164, §§ 138 – 140 and 220 CMR. 18.00, as may be amended from time to time by a Governmental Authority.

**“Net Metering Facility of a Municipality or Other Governmental Entity”** shall have the meaning set forth in 220 CMR 18.00.

**“Net Metering Rules” or “Net Metering Regulations”** are the Massachusetts net metering statute, M.G.L. c. 164, §§ 138 – 140, the Massachusetts net metering regulations, 220 CMR 18.00, relevant orders of the Massachusetts Department of Public Utilities (“DPU”), approved relevant tariffs of the EDC, including the net metering tariff and interconnection tariff, as each may be amended from time to time.

**“NEPOOL-GIS”** means the registration and tracking system established in ISO-NE for the minting, transfer, and settlement of various Environmental Attributes.

**“Operating Rules”** means the operation rules of NEPOOL-GIS for asset registration as well and minting and transfer of Environmental Attributes, as may be amended from time to time.

**“Price”** is defined in Exhibit B.

**“Purchase Percentage”** is defined on Exhibit B.

**“Renewable Energy Certificate”** or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia that is associated with the generation of a megawatt hour of generation from a facility qualified as a RPS Class I Renewable Energy Generation Unit under 225 CMR 14.02.

**“Schedule Z”** means that form adopted as part of the Net Metering Rules that lists the accounts to which the EDC should allocate Net Metering Credits.

**“Solar Energy Facility”** means the solar photovoltaic (PV) power electrical generation facility, to be constructed owned, operated and maintained by Seller or a designated affiliate, as further described in Exhibit D.

**“Standard Insolation Conditions”** means the expected, or typical, amount of solar radiation that the Solar Energy Facility should receive under conditions based on a typical meteorological year dataset for its location, measured in kilowatt hours per square meter of photovoltaic surface over the course of a year (kWh/m<sup>2</sup>)/year).

**“Target Accounts”** means those EDC accounts of Buyer to which Net Metering Credits will be allocated by the Schedule Z, which are listed in Exhibit A.

**“Tax Attributes”** means the investment tax credits and other tax credits (including any grants, monetization or payments in lieu thereof) and any tax deductions, accelerated and/or bonus depreciation, or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facility or the output generated by the Solar Energy Facility.

**“True-up Period”** the ninety (90) days following each Contract Year during the Term, the first True-up Period commencing on the one year anniversary of the Commercial Operation Date.

## ARTICLE II TERM; EARLY TERMINATION; CONDITIONS PRECEDENT

2.1 Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20<sup>th</sup>) anniversary of the Commercial Operations Date (the **“Termination Date”**), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement, may exercise an option to renew this Agreement for an additional term of five (5) years.

2.2 Early Termination. The Buyer or Seller may terminate this Agreement without penalty or any liability (a) prior to the Commercial Operations Date; (b) if such Solar Energy Facility has not achieved the Commercial Operation Date within twenty-four (24) months of the Effective Date; provided, that if construction is ongoing, such termination will not be available unless the Commercial Operation Date is not achieved within thirty-six (36) months of the Effective Date;

(c) if the Estimated Annual Production is adjusted before or after the Commercial Operations Date in accordance with Section 4.9 herein and decreases by more than forty percent (40%) from the previously listed value; or (d) subject to Force Majeure events occurring after the Commercial Operations Date, if over any consecutive twelve month period, the Solar Energy Facility generates less than fifty percent (50%) of its Guaranteed Production as set forth in Exhibit E, attached hereto. In the case of termination pursuant to this Section 2.2, the terminating Party shall give the non-terminating Party thirty (30) days' prior written notice, and this Agreement shall terminate as to that Solar Energy Facility without further liability of either Party to the other Party, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

### 2.3 Reserved.

2.4 Conditions Precedent. The commencement of the obligations of Seller to sell and Buyer to purchase Net Metering Credits under this Agreement is subject to the fulfillment of each of the following conditions precedent except as expressly waived by the Parties in a signed writing:

a. Seller shall have obtained financing for the Solar Energy Facility, as well as all permits and approvals required for the construction and operation of the Facility;

b. the Solar Energy Facility shall have been interconnected with the EDC in accordance with the requirements of the Interconnection Service Agreement, the Net Metering Rules, and Applicable Legal Requirements; and

c. the Solar Energy Facility shall have achieved Commercial Operation.

## **ARTICLE III FACILITY OWNERSHIP AND OPERATION**

3.1 Title. Subject to Section 4.5, Buyer shall not be entitled to any ownership interest in, and as between Buyer and Seller, Seller shall have title to, the Solar Energy Facility, along with all Environmental Attributes, generation capacity attributes and related credits, and Tax Attributes generated or associated with the Solar Energy Facility. For the purposes of complying with the Net Metering Rules, the Parties agree that during the Term of this Agreement Buyer shall not be identified as the Host Customer on the EDC "customer account" associated with the Solar Energy Facility, and shall be assigned Forty Eight Percent (48.00%) of the output of the Solar Energy Facility, as shown in Exhibit B the "Purchase Percentage"). In connection with the above, Buyer authorizes Seller to file any documentation required under the Net Metering Rules or related EDC tariff, cooperate where necessary to provide signatures, and to take all other necessary and appropriate actions under Applicable Legal Requirements to qualify the Solar Energy Facility, as a Net Metering Facility of a Municipality or Other Governmental Entity, and to receive an allocation for the Solar Energy Facility under the so-called "public cap" under the Net Metering Rules' system of assurance.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement,

Seller shall promptly notify Buyer in writing when the Solar Energy Facility has achieved the Commercial Operations Date and shall include a copy of the EDC's permission to operate delivered by the EDC to Seller.

3.3 Seller's Operation of Facility. Seller shall, at its sole cost, install, operate and maintain and, as needed, repair the Solar Energy Facility with reasonable care and in ~~material~~ accordance with all Applicable Legal Requirements, all equipment manufacturers' guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm Sellers' installation, operation and maintenance of the Solar Energy Facility in material accordance with such standards.

3.4 Seller's Obligation to Maintain Facility; Insurance. In addition and without limiting the foregoing, Seller shall maintain the Solar Energy Facility and the individual components thereof in safe and good working order in accordance with Applicable Law and industry practices at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Solar Energy Facility if damaged, or in a greater amount as required by a Lender, at Sellers' discretion, provided that such insurance shall, in all events, meet the minimum requirements set forth in Exhibit F.

3.5 Interconnection Obligations. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to install and connect the Facility to the EDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges, the cost to install the EDC Metering Device, and the cost to insure the Facility ("**Interconnection Obligations**"). In no event will Buyer be responsible for any Interconnection Obligations.

#### **ARTICLE IV PURCHASE AND SALE OF NET METERING CREDITS**

4.1 Purchase and Sale. Commencing on the date the Solar Energy Facility achieves Commercial Operation, and continuing throughout the remainder of the Term, Seller shall make available to and sell to Buyer, and Buyer shall accept delivery of and, subject to the other provisions of this Agreement, purchase from Seller, Forty-Eight percent (48%) of all Net Metering Credits generated by the Solar Energy Facility and allocated to Buyer's Target Accounts at the Price set forth in Exhibit B.

4.2 **RESERVED.**

4.3 **RESERVED.**

4.4 Allocation. To facilitate delivery of the Net Metering Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of Exhibit A and the applicable "Schedule Z") that the EDC allocate the quantity of Net Metering Credits corresponding to the Purchase Percentage to Buyer's Target Accounts as further set forth in Exhibit A attached hereto and incorporated herein each month during the Term of this Agreement. Buyer understands that

the Net Metering Credits received by Buyer for a particular month will be reflected on Buyer's statement from the EDC as a monetary credit amount and not as an electricity quantity, and that such credit will be reflected on Buyer's monthly invoice according to the EDC's billing cycle, which may be approximately one (1) month after the Net Metering Credits are generated by the Solar Energy Facility.

4.5 Buyer's Purchase Contingent on Allocation of Credits by EDC. The Parties acknowledge and agree that, notwithstanding the foregoing or anything to the contrary in this Agreement, Buyer's obligation to purchase Net Metering Credits from Seller is contingent upon and subject to the EDC's allocation of such Net Metering Credits to Buyer's Target Accounts as set forth in Section 4.4 herein. If, through no fault of Buyer, the EDC fails or refuses to allocate a portion or all of the Net Metering Credits to the Buyer, the Buyer's obligation to purchase such Net Metering Credits shall be suspended until the EDC resumes its allocation procedure and Buyer shall be reimbursed by Seller for any amounts paid by Buyer for unallocated Net Metering Credits.

4.6 Title to Net Metering Credits. Title to, but not risk of loss of, the Net Metering Credits will pass from Seller to Buyer upon delivery of the electricity to the EDC Meter. Risk of loss shall only pass upon allocation of the Net Metering Credits to the Target Buyer Accounts by the EDC. Seller represents and warrants that title to the Net Metering Credits shall pass to Buyer free of any liens, claims, or other encumbrances.

4.7 Non-Exclusive Agreement. Subject to Section 7.2, the Parties acknowledge and agree that Buyer's agreement to purchase Net Metering Credits from Seller is not exclusive and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Metering credits, subject to all Applicable Legal Requirements.

#### 4.8 Governmental Charges.

a. Seller is responsible for any Governmental Charges attributable to the sale of Net Metering Credits to Buyer, irrespective of whether imposed before, upon, or after the allocation and delivery of Net Metering Credits to Buyer, including but not limited to backup charges and demand charges such as but not limited to a minimum reliability contribution charge.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

#### 4.9 Performance Guaranty.

a. Seller shall guarantee minimum Actual Annual Production from the Solar Energy Facility, as adjusted for Guaranteed Production Adjustment Causes, equal to eighty

percent (80%) of the estimated annual production set forth in Exhibit C, (“**Estimated Annual Production**”), (the result, “**Guaranteed Production**”). The Guaranteed Production for each Contract Year is set forth in Exhibit E. The Parties acknowledge that between the Effective Date and the Commercial Operation Date, the Estimated Annual Production may adjust based on technology, permitting and site discovery. The Estimated Annual Production listed on Exhibit C may be revised one time within thirty (30) days of the Commercial Operation Date.

b. Within ninety (90) days of the end of each Contract Year, (the “**True-up Period**”) the first True-up Period beginning on the Commercial Operation Date and repeating each year on the anniversary thereof, the Parties shall compare the Actual Annual Production from the preceding Contract Year, as adjusted for Guaranteed Production Adjustment Causes (the “**Adjusted Annual Production**”) with the Guaranteed Production for that Contract Year, as specified in Exhibit E.

c. Seller shall provide Buyer with a true-up report detailing the Adjusted Annual Production during each True-up Period. When providing the Buyer with a true-up report the Seller shall, upon the Buyer’s request, make reasonable efforts to explain the data, calculations, and the results, and shall make available the underlying data and calculations.

d. To the extent that total Adjusted Annual Production for the applicable Contract Year is less than the total Guaranteed Production for that same Contract Year, then Seller shall credit Buyer with a dollar amount (“**Shortfall Payment**”) equal to the product of (i) the average value of the per kWh charge defined in 220 CMR. 18.04(4) during such Contract Year multiplied by (ii) the difference in kWh between the Guaranteed Production for the applicable Contract Year minus the Adjusted Annual Production for such Contract Year then multiplied by the product of (x) the Purchase Percentage and (y) an amount equal to one (1) minus the Price. A sample calculation is provided in Exhibit F.—If the total Adjusted Annual Production exceeds the total Guaranteed Production for any Contract Year, any excess may be either carried forward and applied by Seller or applied retroactively by Seller to any shortfall in Guaranteed Production previously discovered during a True-up Period , and, subject to the Force Majeure provisions contained herein, such calculation shall be done prior to determining any right to terminate pursuant to 2.2(d). In the event Seller applies such excess retroactively, the Buyer shall reimburse Seller for the same on a monthly basis until paid.

## **ARTICLE V PAYMENT**

5.1 Payment. During each monthly EDC billing cycle, Seller shall provide Buyer with an invoice for the Net Metering Credits allocated to Buyer’s Target Accounts during the prior monthly EDC billing cycle (the “**Invoice**”) for the amount due (the “**Payment**”). The Payment shall be calculated as the product of (x) the Price (as defined in Exhibit B) multiplied by (y) the total value of the Net Metering Credits from the Solar Energy Facility applied to Target Accounts for an EDC billing cycle. The Invoice shall be based on the actual Net Metering Credits that appear in the Buyer’s EDC bill(s) for the Target Accounts. Buyer shall either

promptly provide its monthly EDC bill to Seller, or, shall allow Seller to access Buyer's monthly bill(s) directly with the EDC, at Buyer's discretion. Subject to the provisions of Section 4.3, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method. Except as stated under Section 5.3, any payment of undisputed amounts not made to Seller within sixty (60) days of the Buyer's receipt of a proper Invoice shall bear interest beginning on the thirty-first day and accumulating until (and including) the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations, and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Sellers shall, at Buyer's request, such request to not occur more than twice annually, provide documentation of the amount of electricity generated by the Solar Energy Facility and/or the calculation of the Net Metering Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Party of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment (or credit) shall be made within seven (7) Business Days of such resolution along with the interest accrued on undisputed amounts at the Interest Rate, from and including the due date through and including the date such payment or credit is actually received by the Party to whom it is owed. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within three (3) calendar months from the date of issuance of such Invoice, or from actual discovery of an error during the True-up Process detailed in Section 4.9(d). If the Parties are unable to resolve a payment dispute under this Section 5.3, the Parties shall follow the procedure set forth in Section 12.5.

## **ARTICLE VI OBLIGATIONS OF THE PARTIES**

### 6.1 Net Metering.

a. Each Party's obligations under this Agreement are contingent upon the Solar Energy Facility qualifying for Net Metering as a Net Metering Facility of a Municipality or Other Governmental Entity, subject to the provisions of the Net Metering Rules.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity and, as to Buyer, of which Buyer is aware to facilitate and expedite the review of all approvals necessary for the Solar Energy Facility to be eligible for and participate under the Net Metering Rules as a Net Metering Facility

of a Municipality or Other Governmental Entity.

c. The Parties acknowledge that each Solar Energy Facility is intended to qualify as a Net Metering Facility of a Municipality or Other Governmental Entity within the meaning of G.L. c. 164, § 138 throughout the Term of this Agreement and agree not to knowingly take any action inconsistent with the Solar Energy Facility's status as such except insofar as said action is authorized hereunder or in conformance with the provisions hereof or is otherwise required by any Applicable Legal Requirements.

d. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to amend this Agreement to conform to any applicable Law concerning Net Metering Rules to ensure that the Solar Energy Facility is eligible for Net Metering as a Net Metering Facility of a Municipality or Other Governmental Entity.

e. So long as any such amendment adheres as closely as possible to the existing rights of the Parties and is otherwise permitted by law, upon implementation by the Massachusetts Department of Public Utilities, Massachusetts Department of Energy Resources, or other Governmental Authority of any rule or regulation that affects any material provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the affected Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a reasonably timely fashion.

## 6.2 Seller's Additional Obligations.

a. Seller shall maintain accurate operating and other records and all other data necessary for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the EDC.

b. Seller shall perform their obligations under this Agreement in full compliance with the Applicable Legal Requirements.

c. Seller acknowledges that Buyer has an educational mandate and desires to organize periodic tours of the Solar Energy Facility for interested faculty, staff and students for educational purposes only. Seller shall make efforts to cooperate with Buyer and to accommodate Buyer's reasonable requests and notice to tour the Solar Energy Facility, develop classroom or laboratory courses and/or to provide internship opportunities to Buyer's students focused on the Solar Energy Facility. During such visits, Buyer shall have an obligation to comply with Seller's reasonable safety and security procedures, and may be required to provide staff to supervise and conduct such visits.

d. Seller shall reasonably cooperate with and reasonably assist Buyer in connection with Buyer's exercise of its rights and performance of its obligations hereunder, including without limitation by providing such information as Buyer may, from time to time, reasonably request in connection therewith.

### 6.3 Buyer's Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet their respective obligations under this Agreement, which cooperation shall include, but not be limited to, upon request providing (or to the extent possible, requesting the EDC's to provide) to Seller full and information regarding the actual cash value of any Net Metering Credits that have been allocated to Buyer's customer account by the EDC.

### 6.4 Net Metering.

a. Host Customer. At Seller's request and cost, Buyer shall take any reasonable action and execute any reasonable documents required by the EDC. Seller shall prepare any documents, including but not limited to the Schedule Z and "Exhibit H" (Standards for Interconnection of Distributed Generation) of Eversource Energy, and the Massachusetts Application for Cap Allocation for Net Metering Eligibility, and Buyer shall reasonably cooperate with Seller's preparation of such documents.

b. Allocation of Net Metering Credits. At Seller's request and cost, Buyer shall take any reasonable action and execute any reasonable documents, as required, so that, of the Net Metering Credits accruing to Buyer, a percentage of such credits equal to the Purchase Percentage, are allocated to the Target Accounts in accordance with Buyer's Schedule Z. Buyer acknowledges and agrees that it shall not allocate or permit to be allocated any Net Metering Credits generated by any other source to the Target Accounts if such allocation would adversely affect Buyer's ability to comply with its obligations under this Agreement, whether or not such effect is anticipated. In the event Buyer would like to adjust allocations to the Target Accounts or add or remove any such accounts, the Parties agree to update Exhibit A with revised Target Accounts at Buyer's request and subsequently submit a revised Schedule Z to the EDC, which updates can be requested no more frequently than every six (6) months.

c. Net Metering Facility of a Governmental Entity. Buyer acknowledges that the Solar Energy Facility will be comprised solely of one "Net Metering Facility of a Municipality or Other Governmental Entity" within the meaning of the Net Metering Rules, and agrees not to knowingly take any action inconsistent with such regulatory status of the Solar Energy Facility (including, without limitation, terminating the Schedule Z or amending the Schedule Z in a manner inconsistent with such status) except insofar as such action is expressly authorized hereunder. For avoidance of doubt, the Parties acknowledge that, pursuant to the current Net Metering Rules, in order to obtain and preserve such status, no Schedule Z for a Net

Metering Facility of a Municipality or Other Governmental Entity may allocate Net Metering Credits to the account of any individual or of any entity that is not a municipality, federal agency or department, state agency or department, or any entity that is not approved by DPU as an "Other Governmental Entity."

d. RESERVED;

e. Cooperation on Assurance of Net Metering Eligibility. Buyer agrees to provide such information and reasonable assistance to Seller as may be necessary to allow Seller to avail itself of any system of assurance established by Department of Public Utilities or the EDC to provide certain assurances that the Solar Energy Facility will be an eligible Net Metering Facility once the Facility commences operation. Without limiting the foregoing, Seller shall prepare an application with appropriate supporting documents for a Cap Allocation for the Facility as a Net Metering Facility of a Municipality or Other Government Entity, and Buyer shall reasonably cooperate with Seller's preparation of such documents and submission of same.

f. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include but not be limited to providing (or to the extent possible, requesting the EDC's to provide) to Seller information regarding the actual cash value the EDC has assessed for any Net Metering Credits the EDC has allocated to Buyer's customer account.

**ARTICLE VII  
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS;  
BUYER'S COVENANTS**

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:

a. the Party is duly organized, validly existing, and in good standing under the laws of Massachusetts;

b. the Party has full legal capacity to enter into and perform this Agreement;

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

d. the execution and delivery of this Agreement and the performance of the obligations hereunder is not believed to violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound; and

e. there is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or, to the Party's knowledge, threatened

in writing against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 RESERVED.

7.3 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. Seller further asserts that Seller is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

**ARTICLE VIII  
EVENTS OF DEFAULT/REMEDIES**

8.1 Events of Default. The following shall each constitute an Event of Default by a Party:

a. The Party fails to make any material payment due under this Agreement within thirty (30) days after such Party receives written notice from the other Party that such payment is due unless the specific amount of the payment not made is being disputed unless such amount is paid within such 30-day period;

b. The Party fails to perform or comply with any material provision of forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party promptly commences and proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same up to an additional thirty (30) days for a total cure period of sixty (60) days;

c. Any representation or warranty made by either Party in this Agreement is not true and complete in any material respect when made and such breach of representation or warranty has a material adverse effect on the non-defaulting Party, unless: (i) the fact, circumstance, or condition that is the subject of such representation or warranty is made true within sixty (60) calendar days after written notice to such Party specifying the nature of such misrepresentation, or (ii) a cure removes any material adverse effect on the non-defaulting Party, provided that such cure may be made within such longer period (not to exceed an additional thirty (30) days, for a total of ninety (90) days) as may be reasonably required to cure if the defaulting Party promptly commenced efforts to cure and diligently continues to perform under this Agreement and to work to cure the breach of representation or warranty until such breach is fully cured; or

d. the Party or any owner(s) of a Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1, makes a general assignment, arrangement or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1, has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of Force Majeure a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within ten days after the occurrence of the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use all reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. The performing Party may suspend of any of its obligations directly corresponding to the obligations of the non-performing Party that are suspended hereunder until the non-performing Party recommences performance of such obligations.

8.3 Termination for Default. Upon the occurrence of an Event of Default, a non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, subject to the rights to cure of Section 8.1 and 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

8.4 Effect of Termination. In the event this Agreement is terminated as a result of an Event

of Default or for any other reason, including an Early Termination under Section 2.2: (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Metering Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Metering Credits generated by Seller that have or may continue to be allocated to Buyer by the EDC; and (ii) Seller shall notify the EDC promptly to stop any future Net Metering Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer. In connection with the foregoing sentence, Buyer and Seller agree to execute any documents as may be reasonably required by the EDC.

## **ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY**

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement, subject first to the procedures set forth in Section 9.4. Each Party agrees that it has a duty to exercise reasonable efforts to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLERS' OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, WHETHER FORESEEABLE OR NOT, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. Notwithstanding anything to the contrary in this Agreement, Buyer's liability is subject to the Massachusetts Tort Claims Act, G.L. c. 258, and nothing provided herein is intended to constitute a waiver of the protections afforded under G.L. c. 258.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any third-party claims for personal injury or property damage caused by or occurring upon the Solar Energy Facility or any individual component thereof. The Parties further acknowledge that Buyer cannot and shall not indemnify Seller. Seller shall indemnify and hold harmless Buyer, its officers, directors, agents, employees, and affiliates from and against any and all losses, liabilities, costs, expenses (including reasonable attorney's fees), claims, demands, liens, lawsuits, judgments and/or actions of any nature that may be brought by third parties (including but not limited to the EDC) on account of or arising from activities at the real property on which the Solar Energy Facility is located, Seller's performance under this Agreement, and/or the construction, installation, operation, maintenance, repair and/or replacement of the Solar Energy Facility or any component thereof. Nothing in this Section 9.3 shall require Seller to indemnify Buyer for any losses or claims to the extent caused by or arising

out of the negligent acts or omissions of, or the willful misconduct of, Buyer its, officers, agents, employees, and affiliates.

9.4 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 9.4 shall be the initial mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be thirty (30) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute by informal negotiations, the sole venues for judicial enforcement shall be the Norfolk County Superior Court or federal court for the District of Massachusetts. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the Commonwealth of Massachusetts in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

#### 9.5 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity, or otherwise, upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any

payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder, unless such payment cures the relevant Default.

## **ARTICLE X ASSIGNMENT**

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent shall be required in connection with any assignment by a Seller to an affiliate, or in connection with the financing of the Solar Energy Facility. Notwithstanding anything to the contrary herein, this Agreement and Seller's rights hereunder may be assigned by Seller in its sole discretion to: (i) a Seller Affiliate, (ii) the purchaser of all or substantially all of Seller's or an Affiliate's assets, or (iii) any entity as security for or in connection with a financing or other financial arrangement related to a Solar Energy Facility, provided that in the event of an assignment under clauses (i) and (ii), the Seller Affiliate or purchaser of assets, as applicable, has the experience, qualifications, creditworthiness, and financial capacity to perform all obligations of Seller under this Agreement.

### 10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Solar Energy Facility. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Energy Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Solar Energy Facility to a Lender and the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Solar Energy Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled, subject to the terms of this Agreement, to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Energy Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or

obligation required of Seller thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to or has otherwise assumed Seller's interests or obligations under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Energy Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give written notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute an Event of Default under this Agreement; and

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, if this Agreement is not earlier terminated as a result of such bankruptcy or other Seller Event of Default, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

iii. Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender ~~prior~~ a copy of its written notice to Seller of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller's Event of Default reasonably cannot be cured by the Lender within such period and the Lender promptly commences and continuously pursues cure of such Event of Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(b)(i), cure all Events of Default under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, and if not so capable, by the payment of money damages reasonably satisfactory to Buyer, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control, Buyer shall continue to receive all the Net Metering Credits due to it as set forth in this Agreement, this Agreement shall continue in full

force and effect.

a. Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

b. Entry to Consent to Assignment. Buyer agrees to execute any reasonable consents to assignment or reasonable acknowledgements as may be reasonably requested by Seller or Lender in connection with the financing or sale of the Solar Energy Facility, pursuant to this Section 10.2.

c. Statements of Status of Agreement. Without waiver of any of its rights, remedies, or defenses, Buyer shall in good faith negotiate and execute such reasonable statements concerning the status of the Agreement Seller, a permitted assignee or Lender may reasonably request, including that no default is known to then exist under this Agreement, if such be the case, and that this Agreement remains in full force and effect. The costs of Buyer's review thereof, including reasonable attorneys' fees, shall be paid by Seller, such assignee, or Lender, it being intended that any such estoppel certificates may be reasonably relied upon by any Lender or prospective Lender, or any permitted assignees or prospective assignees.

## **ARTICLE XI AMENDMENT FOR FINANCING**

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate the Solar Energy Facility, the Parties shall enter into negotiations and make reasonable efforts to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner, provided that Seller or Lender shall pay Buyer's attorneys' fees incurred in such negotiations, and Buyer shall not be required to incur any additional material obligations or risks as a result, as determined by Buyer in its discretion.

## **ARTICLE XII MISCELLANEOUS**

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; or certified mail, return receipt requested, and shall be sent to the following addresses:

If to Seller:

Logging Swamp Solar, LLC  
c/o ReWild Renewables, LLC  
P.O. Box 1320

Portsmouth, NH 03802  
Email: pat@rewildrenewables.com

with a copy to:

ReWild Renewables, LLC  
Attn: General Counsel  
47 Bow St.  
Portsmouth, NH 03801  
Email: rebecca@rewildrenewables.com

If to Buyer:

City of Watertown  
Attn: City Manager  
149 Main Street  
Watertown, MA 02472

with a copy to:

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents, advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

c. The Parties acknowledge that Buyer is subject to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §§ 7 and 26 and ch. 66 § 10 ("MPRL"), and that Buyer's obligations under MPRL supersede its obligations, if any, under this Section 12.2.

12.3 Severability. If any article, section, phrase, or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent

jurisdiction, then such article, section, phrase, or portion so adjudged will be deemed separate, severable, and independent and the remainder of this Agreement shall remain in full force and effect, provided that the material purpose of this Agreement and the benefits to the Parties are not substantially impaired. In such instance, the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.4 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.

12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.6 Press Releases. The Parties shall coordinate and cooperate with each other in advance of any public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Metering Credits. Each Party shall have the right to approve (with such approval not to be unreasonably withheld, conditioned or delayed) any publicity materials, press releases, or other written public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Metering Credits. No such releases or other public statements (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No Party shall use the name, trade name, service mark, seal, or trademark of the other in any promotional or advertising material without the prior written consent of the other Parties. Notwithstanding the foregoing, a Party's good faith failure to comply with the foregoing provisions shall not constitute an Event of Default.

12.7 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of any other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all Parties to this Agreement or each Party's respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.9 Counterparts. 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 agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall, at the requesting Party's cost, negotiate and, if agreeable, execute, acknowledge and deliver such reasonable documents and reasonable assurances, reasonably requested by the other and shall at the cost of the requesting Party take any other reasonable 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 this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 13.11. Notwithstanding the foregoing, a Party shall not be required to execute any document or assurance that may have the effect of waiving any of the rights, remedies, or defenses of the Party, or require a Party to give a legal opinion, or to execute more than one such document or assurance every five Contract Years; and the requesting Party shall pay the other Party's attorneys' fees in negotiating any such documents and assurances.

12.11 Good Faith. The Parties agree to exercise all rights, duties and obligations established by this Agreement in good faith and in a reasonable manner.

12.12 Survival. The provisions of Sections 3.4 (Seller's Obligation to Maintain Facility; Insurance), 4.6 (Title), 4.8 (Governmental Charges), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute), 7.3 (Seller's compliance with Applicable Legal Requirements), 8.3 (Remedies for Event of Default), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification), and 9.5 (Waivers), and Article 14 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

12.13 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in Section 10.2(c) of this Agreement with respect to a Lender, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

CITY OF WATERTOWN

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

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

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

SELLER

REWILD RENEWABLES, LLC

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

Name: Patrick Jackson

Title: Manager

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Price & Purchase Percentage Exhibit C – Estimated Annual Production

Exhibit D - Solar Energy Facility

Exhibit E – Guaranteed Production

Exhibit F – Seller’s Minimum Insurance Requirements

Exhibit A
Buyers Designation of Target Accounts
Utility: Eversource Energy
74006008069
74006004183
74006028489
74011438616
74011812059
74006024595
74009480901
74006012913
74013323741
74016022829
74006012046
74005988717
74005996488
74016074184
74006000355
74014371970
74013299503
74013396572
74016022308
74016022415
74016026408
74016029394
74016029998
74016032851
74016032984
74016036134
74016036589
74016038601
74016042355
74015997195
74016007325
74016075058
74016032349
74007692226
74018051925
74011960882
74016597390

## EXHIBIT B

### **PRICE; and PURCHASE PERCENTAGE**

Pursuant to Section 4.1 of the Agreement, during each EDC Billing Period, the amount that Buyer shall pay to Seller for the Net Metering Credits allocated to Buyer, shall be:

**“Price” means an amount equal to ninety percent] (90%) of the Credit Value for that Billing Period.**

- **Purchase Price:** In the ordinary course of business, the payment amount shall be determined by multiplying the actual value of the allocated Net Metering Credits by an amount equal to ninety percent (90%), which equals one (1) minus the applicable percentage discount (the **“Discount”**) shown below.
- Discount = 10%

“Purchase Percentage” equals forty-eight (48.0%) of the Energy generated during the relevant Billing Period.

## EXHIBIT C

### Estimated Annual Production (kWh's)

Year	Estimated kWhs	Estimated Annual Production (69%)
1	8,040,571	5,547,994
2	8,034,943	5,544,110
3	8,029,318	5,540,230
4	8,023,698	5,536,351
5	8,018,081	5,532,476
6	8,012,468	5,528,603
7	8,006,860	5,524,733
8	8,001,255	5,520,866
9	7,995,654	5,517,001
10	7,990,057	5,513,139
11	7,984,464	5,509,280
12	7,978,875	5,505,424
13	7,973,290	5,501,570
14	7,967,708	5,497,719
15	7,962,131	5,493,870
16	7,956,557	5,490,025
17	7,950,988	5,486,182
18	7,945,422	5,482,341
19	7,939,860	5,478,504
20	7,934,302	5,474,669

Note: Above production values are estimated, depend on Guaranteed Production Adjustment Causes, and shall be revised by Seller one time within thirty (30) days of the Commercial Operation Date.

**EXHIBIT D**

**Solar Energy Facility**

Solar Energy Facility entity	Logging Swamp Solar, LLC
Solar Energy Facility Size (kW dc)	6,041
Service Territory	Eversource Energy, WMECo
Solar Energy Facility Coordinates	41°46'29.1"N 70°53'19.9"W
Town	Rochester, MA
Expected Generation (Year 1)	See EXHIBIT C

**EXHIBIT E**

**Guaranteed Energy Productions (80% of Estimated Annual Production)**

Year	Guaranteed kWhs	Guaranteed Production (kWhs)
1	6,432,457	4,438,395
2	6,427,954	4,435,288
3	6,423,455	4,432,184
4	6,418,958	4,429,081
5	6,414,465	4,425,981
6	6,409,975	4,422,883
7	6,405,488	4,419,787
8	6,401,004	4,416,693
9	6,396,523	4,413,601
10	6,392,046	4,410,511
11	6,387,571	4,407,424
12	6,383,100	4,404,339
13	6,378,632	4,401,256
14	6,374,167	4,398,175
15	6,369,705	4,395,096
16	6,365,246	4,392,020
17	6,360,790	4,388,945
18	6,356,338	4,385,873
19	6,351,888	4,382,803
20	6,347,442	4,379,735

Note: Above production values are estimates based on typical degradation rates annually, and may be revised by Seller after design is completed subject to the terms of the Agreement.

## EXHIBIT F

### Seller's Minimum Insurance Requirements

Seller shall maintain, throughout the Term, the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

**i. Commercial General Liability Insurance**, \$2,000,000 each occurrence and \$4,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

**ii. Excess Liability Insurance, Umbrella Form** - \$2,000,000 each occurrence and \$5,000,000 aggregate, which shall provide coverage over commercial general liability insurance limits.

**iii. Workers' Compensation Insurance** – Statutory coverage as required by the Commonwealth of Massachusetts and Employers' Liability Insurance coverage with limits of not less than \$1,000,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the premises shall have similar policies covering their employees.

Buyer shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

Certificates evidencing such insurance shall be furnished to Buyer on or prior to the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term.

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

**Motion to authorize the expenditure of gifts of funds for the Watertown Food Pantry**



## Watertown City Council

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

RESOLUTION # 8

2026 - R - 8

### A RESOLUTION APPROVING THE EXPENDITURE OF GIFTS OF FUNDS FOR THE WATERTOWN FOOD PANTRY

**WHEREAS**, the Watertown Food Pantry has received generous support in the form of food and cash donations from various individuals, groups, businesses, and foundations; and

**WHEREAS**, the total amount of donations received during the months of November and December 2025, amounts to \$51,582.58; and


**WHEREAS**, that the City Manager and the City Council express its gratitude to all donors for their generous contributions, which support the vital services provided by the Watertown Food Pantry.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City known as the City of Watertown, hereby accepts and appropriates, pursuant to Massachusetts General Laws Chapter 44, Section 53A, monetary gifts from various individuals, groups, and foundations.

  
Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above resolution was adopted by a vote of 9 for, 0 against, and 0 present on January 27, 2026.

  
Brendan T. McCarthy, Council Clerk

  
Mark S. Sideris, Council President

**ELECTED OFFICIALS**

**Mark S. Sideris,  
Council President**

**John G. Gannon,  
Councilor At Large  
Nicole Gardner,  
District A Councilor**

**Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor  
Theophilus Offei,  
Councilor At Large  
Lisa J. Feltner  
District B Councilor**

**Caroline Bays,  
Councilor At Large**

**Anthony Palomba,  
Councilor At Large  
Emily Izzo,  
District D Councilor**



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465

To: Honorable City Council  
From: George J. Proakis, City Manager  
Date: January 22, 2026  
RE: Agenda Item – Approval of Gift Expenditures

---

I am pleased to share the enclosed correspondence from Jenna Bancroft, Director of Human Services, which outlines the generous support provided to the Watertown Food Pantry. A total of \$51,582.58 in combined food and monetary contributions was received during November and December 2025. This remarkable level of support reflects the collective generosity of numerous individuals, community groups, businesses, and foundations.

In accordance with Massachusetts General Laws Chapter 44, Section 53A, any expenditure of gifted funds requires the approval of the City Manager and City Council.

Therefore, I respectfully request that the attached resolution approving these gift expenditures be placed on the City Council agenda for January 27, 2026.

Thank you for your consideration and action on this matter

Resolution No. 2026-

A Resolution Approving the Expenditure of Gifts of Funds for the Watertown Food Pantry

WHEREAS, the Watertown Food Pantry has received generous support in the form of food and cash donations from various individuals, groups, businesses, and foundations; and

WHEREAS, the total amount of donations received during the months of November and December 2025, amounts to \$51,582.58; and

WHEREAS, that the City Manager and the City Council express its gratitude to all donors for their generous contributions, which support the vital services provided by the Watertown Food Pantry.

NOW THEREFORE BE IT RESOLVED: that the City Council of the City known as the City of Watertown, hereby accepts and appropriates, pursuant to Massachusetts General Laws Chapter 44, Section 53A, monetary gifts from various individuals, groups, and foundations.

\_\_\_\_\_  
Council Member

I hereby certify that at a meeting of the City Council for which a quorum was present, the above resolution was adopted by a vote of \_\_\_\_ for \_\_\_\_ against and \_\_\_\_ present on January 27, 2026.

\_\_\_\_\_  
Brendan McCarthy, Council Clerk

\_\_\_\_\_  
Mark Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

Motion to authorize the transfer of funds in the amount of \$421,500 from the City Council Reserve to various Personnel accounts.



## Watertown City Council

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

RESOLUTION # 9

2026 - R - 9

### RESOLUTION APPROVING A TRANSFER OF FUNDS FROM THE FISCAL YEAR 2026 CITY COUNCIL RESERVE TO VARIOUS FISCAL YEAR 2026 PERSONNEL ACCOUNTS

**BE IT RESOLVED:** That the City Council of Watertown hereby approves the transfer of funds in the amount of \$421,500 from the Fiscal Year 2026 City Council Reserve to various Fiscal Year 2026 Personnel accounts.

**BE IT FURTHER RESOLVED:** That a copy of said transfer is forwarded to the City Auditor and City Treasurer/Collector.



Council Member

I hereby certify that at a meeting of the City Council for which a quorum was present, the above resolution was adopted by a vote of 9 for, 0 against, and 0 present on January 27, 2026.



Brendan T. McCarthy, Council Clerk



Mark S. Sideris, Council President

#### ELECTED OFFICIALS

Mark S. Sideris,  
Council President

Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor

Caroline Bays,  
Councilor At Large

John G. Gannon,  
Councilor At Large

Theophilus Offei,  
Councilor At Large

Anthony Palomba,  
Councilor At Large

Nicole Gardner,  
District A Councilor

Lisa J. Feltner,  
District B Councilor


Emily Izzo,  
District D Councilor



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 22, 2026  
RE: Agenda Item – Transfer of Funds Request

---

I am pleased to inform you that the City of Watertown has successfully reached collective bargaining agreements with the Watertown Firefighters' Association, Local 1347 and the Library, AFSCME, Council 93 Union. Both agreements are three-year contracts covering the period from July 1, 2025 through June 30, 2028.

These agreements represent a fair and equitable resolution that serves the best interests of Watertown's taxpayers, the City, and union members. I respectfully request your support in advancing them.

To implement the terms of these agreements, I ask that the attached transfer be placed on the City Council agenda for January 27, 2026, to fund the first year (FY2026) of the contracts. In addition, I request inclusion of a transfer for the City Manager's FY2026 salary adjustment.

Thank you for your favorable consideration in this matter.



# CITY OF WATERTOWN

## Auditor

Administration Building  
149 Main Street  
Watertown, MA 02472-4410

Megan Langan  
City Auditor

Telephone: (617) 972-6460  
Facsimile: (617) 972-6563

TO: GEORGE PROAKIS, CITY MANAGER  
FROM: MEGAN LANGAN, CITY AUDITOR *ML*  
DATE: January 21, 2026  
RE: AGENDA ITEM – TRANSFER OF FUNDS REQUEST

---

Per your request, please find attached a Transfer of Funds request in the amount of \$421,500 from City Council Reserve to various Personnel accounts for the purpose of funding the Collective Bargaining Agreements for the Watertown Firefighters' Association, Watertown Library Employees, and salary adjustment for the City Manager for Fiscal Year 2026.

Thank you for your consideration in this matter.

**TRANSFER AMOUNT: \$ 421,500**

FROM: FY 2026 CITY COUNCIL RESERVE 0111152-570780	\$ 421,500
TO: FY26 FIRE FULL TIME SALARIES 0122051-510111	\$ 133,500
FY26 FIRE OVERTIME 0122051-510130	\$ 15,000
FY26 FIRE HOLIDAY PAY 0122051-510142	\$ 22,000
FY26 FIRE LONGEVITY 0122051-510143	\$ 23,000
FY26 FIRE EMT DEFIB 0122051-510144	\$ 7,500
FY26 FIRE STAFF PAY 0122051-510147	\$ 54,000
FY26 FIRE CAREER INCENTIVE 0122051-510191	\$ 88,000
FY26 LIBRARY FULL TIME SALARIES 0161051-510111	\$ 54,000
FY26 LIBRARY PART TIME SALARIES 0161051-510112	\$ 12,000
FY26 LIBRARY STIPEND 0161051-510148	\$ 3,000
FY26 CITY MANAGER FULL TIME SALARY 0112352-510111	\$ 9,500

I hereby certify to the availability, authority of funding source, mathematical accuracy and appropriate fiscal year.

1/21/2026  
DATE

Megan Fry  
CITY AUDITOR

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

Motion to authorize the transfer of funds in the amount of \$283,500 from the City Council Reserve to various Capital Improvements accounts.



# Watertown City Council

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6470

RESOLUTION # 10

2026 - R - 10

## RESOLUTION APPROVING A TRANSFER OF FUNDS FROM THE FISCAL YEAR 2026 CITY COUNCIL RESERVE TO VARIOUS FISCAL YEAR 2026 CAPITAL IMPROVEMENTS ACCOUNTS

**BE IT RESOLVED:** That the City Council of Watertown hereby approves the transfer of funds in the amount of \$283,500 from the Fiscal Year 2026 City Council Reserve to various Fiscal Year 2026 Capital Improvement account.

**BE IT FURTHER RESOLVED:** That a copy of said transfer is forwarded to the City Auditor and City Treasurer/Collector.

Council Member

I hereby certify that at a meeting of the City Council for which a quorum was present, the above resolution was adopted by a vote of 7 for, 0 against, and 0 present on January 27, 2026.

Brendan T. McCarthy, Council Clerk

Mark S. Sideris, Council President

### ELECTED OFFICIALS

Mark S. Sideris,  
Council President

Vincent J. Piccirilli, Jr.,  
Vice President &  
District C Councilor

Caroline Bays,  
Councilor At Large

John G. Gannon,  
Councilor At Large

Theophilus Offei,  
Councilor At Large

Anthony Palomba,  
Councilor At Large

Nicole Gardner,  
District A Councilor

Lisa J. Feltner,  
District B Councilor

Emily Izzo,  
District D Councilor




George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 22, 2026

RE: Agenda Item – Transfer of Funds Request

---

Attached is correspondence from City Auditor Megan Langan regarding a request for various capital improvements totaling \$283,500 for Fiscal Year 2026.

The request includes:

- \$9,500 to Public Buildings to close the funding gap for the Police Department's Level 2 charger expansion.
- \$84,000 to Fire to address the remaining shortfall for the Fire Headquarters kitchen renovation.
- \$135,000 for traffic signal and safety improvements
- \$55,000 for an EV Transit Van for Human Services to support expanded mobile food access.

I respectfully request that this transfer be placed on the agenda for the City Council meeting scheduled on January 27, 2026.



# CITY OF WATERTOWN

## Auditor

Administration Building  
149 Main Street  
Watertown, MA 02472-4410

Megan Langan  
City Auditor

Telephone: (617) 972-6460  
Facsimile: (617) 972-6563

TO: GEORGE PROAKIS, CITY MANAGER  
FROM: MEGAN LANGAN, CITY AUDITOR *ML*  
DATE: JANUARY 22, 2026  
RE: AGENDA ITEM – TRANSFER OF FUNDS REQUEST

---

Per your request, please find attached a Transfer of Funds request for various capital improvements totaling \$283,500 for Fiscal Year 2026.

A transfer of \$9,500 is requested to Transfer to Capital Projects Public Buildings. These funds will be utilized towards the level 2 charger expansion project for the Police Department. Public Buildings has \$27,000 available to apply towards this project, however the quote for the work came in higher than anticipated at \$36,500. Approval of these funds will allow for the project to continue to move forward.

Additionally, a transfer in the amount of \$84,000 is being requested to Transfer to Capital Projects - Fire. These funds will be utilized for the repairs of the kitchen at Fire Headquarters. The department has been working with Gienapp on design of this project since FY24 and has \$189,000 available to apply towards the project. However, the quote for the work came in higher than anticipated at \$273,000. Approval of these funds will allow for the project to continue to move forward.

The remaining \$190,000 is being requested to Transfer to Capital Projects – City for two separate projects. The first, consists of \$135,000 to be used towards traffic signals and other traffic safety appurtenance to support the work of the DPW's Traffic Division. The final \$55,000 being requested is to be used towards the purchase of an EV Transit Van for the Human Services Department to allow the department to develop mobile food access programs, expand delivery services and provide pop-up markets to the community through the Watertown Food Pantry and Farmer's Market.

I respectfully request the attached transfer be placed on the January 27, 2026, City Council Agenda.

Thank you for your consideration in this matter.

**TRANSFER AMOUNT \$175,470**

FROM: FY 2026 CITY COUNCIL RESERVE \$ 283,500  
0111152-570780

TO: FY 2026 TRANSFER TO CAP PRJ - PUB. BLDG \$ 9,500  
0193059-596509

FY 2026 TRANSFER TO CAP PRJ - FIRE \$ 84,000  
0193059-596510

FY 2026 TRANSFER TO CAP PRJ - CITY \$ 190,000  
0193059-596502

I hereby certify to the availability, authority of funding source, mathematical accuracy and appropriate fiscal year.

1/22/2026  
DATE

  
CITY AUDITOR

## Langan, Megan

---

**From:** Moroney, Denise  
**Sent:** Tuesday, January 13, 2026 9:50 AM  
**To:** Proakis, George; Langan, Megan  
**Cc:** silas.fyler@watertown.k12.ma.us  
**Subject:** FW: Level 2 chargers extension  
**Attachments:** Watertown PD EV charging project contracts\_encrypted\_.pdf

Hi George & Megan –

We plan to move forward with the attached level 2 charger expansion project for \$36,498 for the Police Department. We planned to pay it out of the annual \$90,000 operational/capital funds, but we only have \$27,028.15 remaining in the EV Charger account 50065-580025. **Is there \$9,469.85 in available funding somewhere else with the City that we can use towards getting a PO created for these EVs?**

We are also putting together a request for funding for \$300,000 to purchase a SparkCharge portable unit. We will also put forward a request for approximately \$900,000 for the level 3 charging units at the Police station. Do you want these two projects in one single funding request? We plan to submit funding requests by the end of this week for these two items for the January 27<sup>th</sup> City Council meeting.

We will apply to Eversource's Make Ready program that is now reopened and probably have the majority of that \$900,000 cost covered. We will also see what grants are available for the \$300,000 cost of the Spark Charge unit through Mass Save or Green Communities.

Thanks,  
Denise

---

**From:** Silas Fyler <silas.fyler@watertown.k12.ma.us>  
**Sent:** Tuesday, January 13, 2026 9:33 AM  
**To:** Unsworth, Daniel <dunsworth@police.watertown-ma.gov>  
**Cc:** Moroney, Denise <dmoroney@watertown-ma.gov>  
**Subject:** Level 2 chargers extension

Hey Dan,

For your information. See attached

### Silas Fyler

Assistant Director of Energy Management  
Department of Public Buildings  
City of Watertown, Massachusetts

124 Watertown St. Suite 3F, Watertown, MA 02472  
857-393-2921  
[silas.fyler@watertown.k12.ma.us](mailto:silas.fyler@watertown.k12.ma.us)

December 12, 2025



94 Reservoir Park Drive  
Rockland, MA 02370  
617.544.3200  
[www.inovisenergy.com](http://www.inovisenergy.com)

**Solution:** (2) ChargePoint CPF50 dual port pedestals w/ 6' CMK & 1yr Power Cloud & 1 yr Assure

**Site:** 552 Main Street  
Watertown, MA 02472

**Presented To:** **Silas Fyler**  
City of Watertown  
[silas.fyler@watertown.k12.ma.us](mailto:silas.fyler@watertown.k12.ma.us)

**Prepared By:** **Austin Adams**  
Solutions Consultant  
[aadams@inovisenergy.com](mailto:aadams@inovisenergy.com)

**Inovis Energy, Inc.** is pleased to present you with this Electric Vehicle Charging solution. We hope you will find this analysis a viable and effective means to help Watertown achieve its ESG goals.

As a result of implementing this project you will be on the forefront of the shift to electric vehicle adoption and can position yourself to capitalize on the growing need for EV charging stations.

I hope you find this analysis informative. If you have any questions please contact us.

*Austin Adams*

Austin Adams  
603.553.2336

# EV Charging Solution Estimate

December 12, 2025



## SOLUTION:

(2) ChargePoint CPF50 dual port pedestals w/ 6' CMK  
& 1yr Power Cloud & 1 yr Assure

## PRESENTED TO:

City of Watertown  
552 Main Street  
Watertown, MA 02472

## INFRASTRUCTURE

\$28,378

- Furnish and install (4) 2pole 50A breakers in existing DP
- Furnish and install new #6 THHN from panel to each station location
- Furnish and install (2) 1" conduits from existing hand hole to each station location
- Furnish and install (2) EV charging station bases
- Furnish and install (4) 6" bollards with covers
- Furnish all excavation and landscape restoration

## EV CHARGING EQUIPMENT

\$8,120

- 2 ChargePoint CPF50 dual port pedestal w/ 6' CMK
- 4 ChargePoint Power Cloud 1 yr
- 2 ChargePoint Assure 1 yr
- 2 ChargePoint CPF Activation
- 2 Shipping

## TOTAL PROJECT COST:

\$36,498

<sup>1</sup> The 30C Alternative Fuel Infrastructure Tax Credit, also referred to as the 8911 tax credit, gives qualifying businesses a 30% tax credit, up to \$100,000, for the purchase and installation of EV charging infrastructure. Businesses must have installed the stations between Jan. 1, 2023, and Dec. 31, 2032, and must claim the credit on their federal tax return via form 8911 which can be found here: <https://www.irs.gov/forms-pubs/about-form-8911>

<sup>2</sup> Disclaimer - We are not a tax advisor and do not guarantee any tax credits or incentives. Please review with your tax advisor before making any assumptions. Please visit: <https://afdc.energy.gov/laws/10513>

<sup>3</sup> Service plan includes unlimited phone and on-site support from the manufacturer

<sup>4</sup> Stations must be networked for 5-YR's for rebate eligibility

# EV Charging Solution Estimate

December 12, 2025



## SOLUTION:

(2) ChargePoint CPF50 dual port pedestals w/ 6' CMK  
& 1yr Power Cloud & 1yr Assure

## PRESENTED TO:

City of Watertown  
552 Main Street  
Watertown, MA 02472

## INFRASTRUCTURE

\$28,378

- Furnish and install (4) 2pole 50A breakers in existing DP
- Furnish and install new #6 THHN from panel to each station location
- Furnish and install (2) 1" conduits from existing hand hole to each station location
- Furnish and install (2) EV charging station bases
- Furnish and install (4) 6" bollards with covers
- Furnish all excavation and landscape restoration

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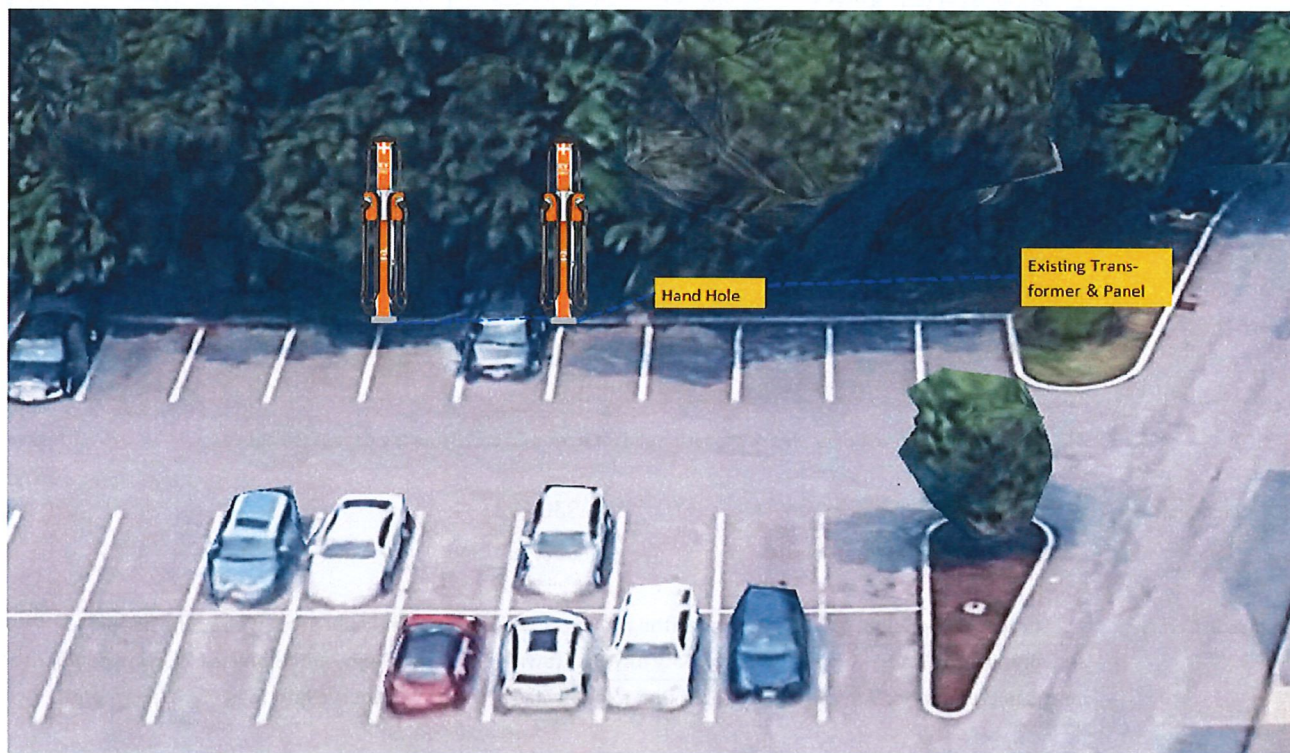
# Site Map

Proposed station locations are accepted and approved by: \_\_\_\_\_  
initials

Watertown Police Department  
552 Main St, Watertown, MA 02472



Long/Lat: 42.37163099, -71.20086336



# CONTRACT



**INOVIS ENERGY**

EFFICIENCY · FORWARD

December 12, 2025

94 Reservoir Park Drive

Rockland, MA 02370

Customer: **City of Watertown**

617.544.3200

www.inovisenergy.com

Site Address: **552 Main Street  
Watertown, MA 02472**

Solution: **(2) ChargePoint CPF50 dual port pedestals w/ 6' CMK & 1yr Power Cloud & 1yr Assure**

Terms & Conditions: The costs of this project includes all labor and materials necessary to install the measures listed in the attached proposal. All charging station locations have been agreed upon with the customer and any deviations from the agreed upon plan may incur additional cost.

Upon acceptance of this proposal (unless financing), the customer shall pay a deposit of 0% of the contract price. The customer understands that Inovis will incur certain mobilization expenses as a result of its undertaking this project. If the customer seeks to cancel the contract, Inovis will be entitled to 10% of the contract price to cover these mobilization expenses. If the customer cancels the project within thee (3) days of signature, Inovis shall waive said mobilization expenses.

All warranty and service is provided by the manufacturer of the charging stations for the term stated within the proposal

\*\*Due to supply chain volatility, this proposal is valid for a term 30 days from the date listed above.

Economics:	Total Project Cost:	\$36,498
	Total Cost to Customer:	\$36,498

Acceptance Of Terms: City of Watertown approves the terms & conditions outlined above as well as the scope of work as provided. City of Watertown is in agreement of the following payment terms and amounts. Any unpaid invoices that exceed 30 day terms will accrue late fees of 2% per month.

Payment Terms: \$0 due upon contract execution  
\$36,498 due upon project completion

Client Accepted By:

Inovis Energy, Inc. Accepted By:

Name: Silas Fyler

Name: Austin Adams

Title: Energy Manager

Title: Solutions Consultant

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

Signature: P. Austin Adams

Date: 12/12/2025

Date: 12/12/2025

This Contract is not valid and enforceable until executed by both parties

www.inovisenergy.com



# CONTRACT



## INOVIS ENERGY

EFFICIENCY · FORWARD

December 12, 2025

94 Reservoir Park Drive

Rockland, MA 02370

617.544.3200

www.inovisenergy.com

Customer: **City of Watertown**

Site Address: **552 Main Street  
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All warranty and service is provided by the manufacturer of the charging stations for the term stated within the proposal

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Economics:	Total Project Cost:	\$36,498
	Total Cost to Customer:	\$36,498

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	<u>\$36,498</u>	due upon project completion

Client Accepted By:

Inovis Energy, Inc. Accepted By:

Name: Silas Fyler

Name: Austin Adams

Title: Energy Manager

Title: Solutions Consultant

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

Signature: P. Austin Adams

Date: 12/12/2025

Date: 12/12/2025

This Contract is not valid and enforceable until executed by both parties

www.inovisenergy.com



## Langan, Megan

---

**From:** Nicholson, Ryan  
**Sent:** Tuesday, January 13, 2026 11:16 AM  
**To:** Langan, Megan  
**Cc:** Knight, Julie; Maietta, William  
**Subject:** HQ Kitchen Project

Ms. Langan,

Regarding the bids received for the kitchen project, I'm requesting additional funding to make up the difference from the second lowest bid + 10% contingency to the funding we have secured.

Item	Amount (\$)
2nd Low Bid	248,730
10% Contingency	24,800
<b>Total Project Funding</b>	<b>273,530</b>
Existing Funding	189,785
<b>Additional Funds Needed</b>	<b>83,745</b>

The work with Gienapp on this project has been going on since Fiscal Year 24. Originally, we had a \$100,000 budget, but over the last couple of years we have been able to set aside an additional \$89,000 in carryover funds for this project. The kitchen at Headquarters needs repair and has for several years. A main issue is the exhaust hood, which is inoperable, making it so staff is unable to use the existing grill. Additionally, existing residential grade appliances aren't designed for the heavy use they receive in our largest firehouse. This project will address these issues and provide our staff with more suitable living arrangements.

I'd be happy to discuss this further if necessary.

Thank you.

Ryan A. Nicholson  
Chief of Department  
Watertown Fire Department  
99 Main St  
Watertown, MA 02472  
Office: (617) 972-6511





# CITY OF WATERTOWN

DEPARTMENT OF PUBLIC WORKS

124 ORCHARD STREET

WATERTOWN MA 02472

(P) 617-972-6420

(F) 617-972-6402

Thomas D. Brady  
Director of Public Works

To: George Proakis, City Manager  
From: Thomas D. Brady, Director of Public Works <sup>TB</sup>  
Date: January 21, 2026  
RE: Traffic Signal and Safety Equipment Repair needs

---

As with any piece of municipal infrastructure the traffic signals and other traffic safety appurtenance require regularly scheduled maintenance and ongoing efforts to ensure they function as intended. To support these efforts the Traffic Division was created, and staffed, in November of 2024. The Supervisor of this new Division is Kevin Woodard.

Mr. Woodard has been diligent in assessing the operability of this traffic infrastructure since that time. In my first year as the Director I have had active and ongoing dialogue with Mr. Woodard as he and his staff have responded to service requests, assessed our existing infrastructure, and affected the necessary repairs to ensure all modes of transportation can move throughout the City in a safe and effective manner. The Traffic Division has two staff, and so we utilize a contracted service, through a consortium bid, to affect large-scale repairs and/or emergency response actions. We are preparing to put a contract out to bid to ensure we continue to receive a competitive price for these services.

It has become clear three of our significant intersections, and five of our school safety flasher/speed signs are in extremely poor condition and in need of immediate repair. We have utilized existing budgets to affect repairs across the City throughout this fiscal year. It is my expectation we will continue to have a need for contracted services. Rather than fully depleting my accounts, when I still would be short of funds to pay for these services, a request for a transfer of funds to cover these necessary repairs from Council Reserves feels like a more prudent approach.

The cost breaks down as follows:

For Traffic Signal repairs there are three intersections in need of immediate repair. We will utilize existing funds to make repairs for the Main and Church St. intersection. I am seeking support to fund the remaining two intersections.

### **Galen Street & Watertown Street**

- New Traffic Signal Cabinet: \$23,294.50
- New Traffic Signal Cable: \$7,681.50
- **Estimated Total:** \$30,976.00

### **Watertown Street & California Street**

- New Traffic Signal Cabinet: \$23,294.50
- New Traffic Signal Cable: \$9,967.25
- **Estimated Total:** \$33,261.75

For School Flashers / Speed Signs:

The School Flashers are located throughout the City. Below is the current inventory and location list for school zone flashers by school:

#### **Lowell School**

- 198 Orchard Street (with speed feedback sign)
- 105/107 Orchard Street (with speed feedback sign)
- 55/53 Fuller Road (flashing speed limit sign)
- 43 George Street (flashing speed limit sign)
- George Street at Fuller Road (flashing speed limit sign)

#### **The Beacon School**

- 891 Belmont Street (with speed feedback sign)
- 946 Belmont Street (with speed feedback sign)

#### **The Cunniff School**

- 233 Warren Street (with speed feedback sign)
- Warren Street, cemetery side (across from 3 Morrison Road)

#### **The Hosmer School**

- 305 Mount Auburn Street (overhead flasher)
- 404 Mount Auburn Street (overhead flasher)
- Mount Auburn Street - across from 344 Mount Auburn Street (with speed feedback sign)
- 422 Mount Auburn Street (flashing speed limit sign)
- 60 Hancock Street (Chauncey side) with speed feedback sign
- 148 Boylston Street (with speed feedback sign)

#### **Watertown Middle School**

- 100 Waverley Avenue (with speed feedback sign)
- 31 Waverley Avenue (with speed feedback sign)

Of these seventeen locations five are in severe disrepair and need immediate repair.

- 198 Orchard Street: \$13,783.00
- 946 Belmont Street (Solar): \$14,623.00
- 344 Mount Auburn Street: \$12,874.00
- 20 Chauncey Street (Solar): \$14,623.00
- 127 Boylston Street (Solar): \$14,623.00
- **Estimated Total:** \$70,526.00

**Total Estimated Cost: \$134,763.75**

We will continue to work as a Department to monitor and maintain our infrastructure to ensure we keep our streets, sidewalks, pathways, and school zones safe and accessible for all. As the Traffic Division continues to develop a traffic control infrastructure for the long-term benefit of the community, I am grateful to Mr. Woodard and his staff for their efforts.

I have attached written quotes we received from the vendor as backup for this request. I am available to address any questions you or the Council may have regarding this matter.

**Definition**

Under the direction of the Director of Public Works, plans, organizes, and coordinates the programs and services of the Department in the areas of engineering, cemetery/parks, fleet, forestry, highway, water & sewer, traffic control, solid waste, street lighting & wiring.

**Essential Functions**

1. Assist in the development and implementation of department goals, objectives, policies, and procedures.
2. Serve as Acting DPW Director when the Director is unavailable.
3. Oversee programs and activities of the Department and develop, administer, and manage special projects as assigned. Initial projects include launching a work order system and an inventory management system for the department.
4. Serve as the Department point person for the City's 311 Service Center, ensuring the department completes work orders in a timely fashion; coordinate with 311 staff to ensure the City's 311 system and the department's work order system are aligned; ensure the Department delivers accurate, courteous, and easy customer service.
5. Coordinate Departmental activities with other City departments, external agencies, and organizations.
6. Continuously analyze departmental operations by evaluating quantitative and qualitative data, including methods, procedures, and workflows; identify opportunities for improved efficiency and effectiveness and make recommendations to the Director of Public Works.
7. Participate in the development of the department's operating and capital budgets and assist in budget implementation.
8. Support service and equipment procurement within the department and manage vendors and contracts as necessary.
9. Coordinate with Human Resources to identify, interview, and recommend qualified candidates for vacant positions or promotions; provide or coordinate staff training; support discipline procedures and investigations; foster a work culture that promotes collaboration, productivity, and employee satisfaction while maintaining high standards.
10. Participate in contract negotiations for DPW unions and ensure consistent management across the department in line with relevant collective bargaining agreements.
11. Represent the City and participate in professional and public meetings and organizations as appropriate; respond to, meet with, and provide information to the community, professional groups, and committees; attend staff meetings; participate in mandated training and staff development; make formal presentations of proposed programs and projects to City Council and the general public.
12. Establish and maintain positive working relationships within the City, with local, state, and federal agencies, and with the community to effectively advance City initiatives.
13. Maintain appropriate records and files; prepare reports, agenda items, memoranda, letters, and other forms of correspondence.
14. Perform other related duties as assigned.

**Minimum Qualifications**

Education/Experience:

- Equivalent to a bachelor's degree from an accredited college or university;
- At least seven years of progressively responsible experience, including management and supervisory experience in municipal public works;
- Or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities to perform the essential functions of the job.

**Knowledge, Skills, and Abilities**

Knowledge of:

- Advanced principles and practices of public works operations;
- Materials, methods, practices, and equipment used in the construction, maintenance, and repair of community assets, such as cemeteries, parks, fleet, forestry, highway, utilities, traffic control, and street lighting and wiring;
- The principles and practices of organization, administration, personnel management, leadership, supervision, training, and performance evaluation;
- The analysis and evaluation of programs, policies, and operational needs;
- Applicable federal, state, and local laws, ordinances, codes, and regulations;
- Applicable occupational hazards and safety precautions;
- Current technological and communication equipment and software relevant to delivering departmental services to internal and external customers;
- Principles and practices of civil engineering as they relate to public works facilities.

Ability to:

- Direct, plan, and organize the activities of a department responsible for a broad range of public works functions;
- Communicate clearly and concisely, both orally and in writing;
- Prepare and administer a budget;
- Analyze problems, identify solutions, project outcomes, and implement recommendations in support of goals;
- Develop and administer sound departmental policies, procedures, and performance measurements;
- Effectively manage staff in a union environment;
- Develop cooperative working relationships with other departments, external agencies, and the community.

**Special Requirements**

- Valid driver's license and a satisfactory driving record.
- Ability to work weekends, evenings, holidays, and on an on-call basis.



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 1/8/2026

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal  
Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**

Intersection: WATERTOWN WATERTOWN ST AT GALEN

**Project Description:**

REMOVE OLD CABINET INSTALL NEW CABINET , RE-USE RESENTLY INSTALLED NEW EQUIPMENT WIRE INTO NEW CABINET  
EXCLUDE POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	8	HRLY	\$ 119.00	\$ 952.00
Electrician Overtime	24	HRLY	\$ 119.00	\$ 2,856.00
1 - Type 8 TS2Ty1 16 Pos Gloss Black	1	EA	\$ 17,300.00	\$ 17,300.00
Meter Socket Assy	1	EA	\$ 415.00	\$ 415.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 3,808.00

Police: \$ -

Equipment: \$ -

Materials: \$ 17,715.00

10.00% Contract Material Mark up: \$ 1,771.50

**Total: \$ 23,294.50**

**Michael DiPrizio**

978-267-4522 or mdiprizio@deccorp.com



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 1/8/2026

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal

Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**

Intersection: WATERTOWN WATERTOWN ST AT CALIFORNIA

**Project Description:**

REMOVE OLD CABINET INSTALL NEW CABINET , RE-USE RESENTLY INSTALLED NEW EQUIPMENT WIRE INTO NEW CABINET  
EXCLUDE POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	32	HRLY	\$ 119.00	\$ 3,808.00
1 - Type 8 TS2Ty1 16 Pos Gloss Black	1	EA	\$ 17,300.00	\$ 17,300.00
Meter Socket Assy	1	EA	\$ 415.00	\$ 415.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 3,808.00

Police: \$ -

Equipment: \$ -

Materials: \$ 17,715.00

10.00% Contract Material Mark up: \$ 1,771.50

**Total: \$ 23,294.50**

**Michael DiPrizio**

978-267-4522 or mdiprizio@deccorp.com



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 12/16/2025

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal

Maintenance  
**Customer Ref:** 2022-007  
**WO:**

**Location:**  
Intersection: WATERTOWN 198 ORCHARD ST

**Project Description:**  
REMOVE OLD SCHOOL ZONE EQUIPMENT INSTALL NEW ON NEW POLE AND BASE AND PROGRAM EXCLUDE POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Solar School Zone Dual Beacon w/ DFB	1	EA	\$ 11,130.00	\$ 11,130.00
16' Two Piece Aluminum Pedestal - Natural or Painted	1	EA	\$ 1,400.00	\$ 1,400.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ -  
Police: \$ -  
Equipment: \$ -  
Materials: \$ 12,530.00

**Michael DiPrizio**  
978-267-4522 or mdiprizio@deccorp.com

10.00% Contract Material Mark up: \$ 1,253.00

**Total: \$ 13,783.00**



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 12/19/2025

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal  
Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**  
Intersection: WATERTOWN WATERTOWN ST AT GALEN

**Project Description:**  
RECABLE COMPLETE SPAN AND REWIRE SIGNALHEADS  
IF WE COME ACROSS A SIGNAL THAT NEEDS TO BE REPAIRED IT WILL BE BILLED T&M BASIS  
EXCLUDED POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	8	HRLY	\$ 119.00	\$ 952.00
Electrician Overtime	48	HRLY	\$ 119.00	\$ 5,712.00
TRAFFIC CABLE	200	FT	\$ 3.75	\$ 750.00
TRAFFIC WIRE	150	FT	\$ 0.50	\$ 75.00
MISC MATERIAL	1	LS	\$ 100.00	\$ 100.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 6,664.00  
Police: \$ -  
Equipment: \$ -  
Materials: \$ 925.00

10.00% Contract Material Mark up: \$ 92.50

**Total: \$ 7,681.50**

**Michael DiPrizio**  
978-267-4522 or mdiprizio@deccorp.com



**Dagle Electrical Construction Corp.**  
**800-379-1459 Fax 781-937-7678 deccorp.com**

Headquarters: 68 Industrial Way, Wilmington, MA 01887  
 North Divisions: 6 Danville Rd, Plaistow, NH 03865  
 145 River Rd Unit 1, Lewiston ME 04240

Date: 1/8/2026

# -Quote-

**Owner:**  
 Town of Watertown  
 DPW Purchasing Dept.  
 124 Orchard Street  
 Watertown, MA 02472

**Project:** Watertown Traffic Signal  
 Maintenance  
**Customer Ref:** 2022-007  
**WO:**

**Location:**  
 Intersection: WATERTOWN WATERTOWN ST AT CALIFORNIA

**Project Description:**  
 REMOVE OLD CABLE PULL NEW CABLE MAKE ALL CONNECTIONS  
 EXCLUDED ANY BLOCKED OR BROKEN CONDUITS AND POLCE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	64	HRLY	\$ 119.00	\$ 7,616.00
TRAFFIC CABLE	450	EA	\$ 3.75	\$ 1,687.50
GROUND WIRE	450	EA	\$ 1.00	\$ 450.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

**Michael DiPrizio**  
 978-267-4522 or mdiprizio@deccorp.com

Labor: \$ 7,616.00  
 Police: \$ -  
 Equipment: \$ -  
 Materials: \$ 2,137.50  
 10.00% Contract Material Mark up: \$ 213.75

**Total: \$ 9,967.25**



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 12/16/2025

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal

Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**

Intersection: WATERTOWN 344 MT AUBURN

**Project Description:**

REMOVE OLD SCHOOL ZONE EQUIPMENT INSTALL NEW ON NEW POLE AND PROGRAM EXCLUDE POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	20	HRLY	\$ 119.00	\$ 2,380.00
AC Powered SZF w/ DFB Speed Radar Sign	1	EA	\$ 8,140.00	\$ 8,140.00
16' Two Piece Aluminum Pedestal - Natural or Painted	1	EA	\$ 1,400.00	\$ 1,400.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 2,380.00

Police: \$ -

Equipment: \$ -

Materials: \$ 9,540.00

10.00% Contract Material Mark up: \$ 954.00

**Total: \$ 12,874.00**

**Michael DiPrizio**

978-267-4522 or mdiprizio@deccorp.com



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 12/16/2025

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal

Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**

Intersection: WATERTOWN 20 CHAUNCEY ST

**Project Description:**

REMOVE OLD SCHOOL ZONE EQUIPMENT INSTALL NEW ON EXISTING POLE AND PROGRAM EXCLUDE POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	20	HRLY	\$ 119.00	\$ 2,380.00
Solar School Zone Dual Beacon w/ DFB -	1	EA	\$ 11,130.00	\$ 11,130.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 2,380.00

Police: \$ -

Equipment: \$ -

Materials: \$ 11,130.00

10.00% Contract Material Mark up: \$ 1,113.00

**Total: \$ 14,623.00**

**Michael DiPrizio**

978-267-4522 or mdiprizio@deccorp.com



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 12/16/2025

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal

Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**

Intersection: WATERTOWN 127 BOYLSTON

**Project Description:**

REMOVE OLD SCHOOL ZONE EQUIPMENT INSTALL NEW ON EXISTING POLE AND PROGRAM EXCLUDE POLICE DETAILS

Item	Quantity	Unit	Price	Charges
Electrician	20	HRLY	\$ 119.00	\$ 2,380.00
Solar School Zone Dual Beacon w/ DFB	1	EA	\$ 11,130.00	\$ 11,130.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 2,380.00

Police: \$ -

Equipment: \$ -

Materials: \$ 11,130.00

10.00% Contract Material Mark up: \$ 1,113.00

**Total: \$ 14,623.00**

**Michael DiPrizio**

978-267-4522 or mdiprizio@deccorp.com



# Dagle Electrical Construction Corp.

800-379-1459 Fax 781-937-7678 deccorp.com

Headquarters: 68 Industrial Way, Wilmington, MA 01887

North Divisions: 6 Danville Rd, Plaistow, NH 03865

145 River Rd Unit 1, Lewiston ME 04240

Date: 1/20/2026

## -Quote-

**Owner:**

Town of Watertown  
DPW Purchasing Dept.  
124 Orchard Street  
Watertown, MA 02472

**Project:** Watertown Traffic Signal  
Maintenance

**Customer Ref:** 2022-007

**WO:**

**Location:**  
Intersection: WATERTOWN 946 BELMONT ST

**Project Description:**  
INSTALL NEW SPEED ZONE SIGN PROGRAMMED

Item	Quantity	Unit	Price	Charges
Electrician	16	HRLY	\$ 119.00	\$ 1,904.00
12" IQ1200 DFB Sign w/ 100watt Solar - 70ahr Battery	1	EA	\$ 4,900.00	\$ 4,900.00

\*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 30 days from date of Quote.

Labor: \$ 1,904.00  
Police: \$ -  
Equipment: \$ -  
Materials: \$ 4,900.00

10.00% Contract Material Mark up: \$ 490.00

**Michael DiPrizio**  
978-267-4522 or mdiprizio@deccorp.com

**Total: \$ 7,294.00**



# WATERTOWN

## MASSACHUSETTS

### HUMAN SERVICES

#### **MEMORANDUM**

To: George Proakis, City Manager

From: Jenna Bancroft, Director of Human Services

Date: January 21, 2026

Subject: Human Services Van / Mobile Market Program Request

---

As the Director of Human Services, I am requesting a transfer from Council Reserve to fund an EV Transit Van for the Human Services Department. The estimated cost of the van is \$55,000.

The Health & Human Services Needs Assessment outlined food security as a primary need for the community. Since the Human Services Department launched six months ago, community agencies, direct service providers and residents have shared concern for accessible food programs and expansion of existing services. In this short time, Human Services also responded to federal SNAP benefit changes that affected Watertown residents and mobilized community partners to help lessen the impact.

The Human Services van will allow the department to develop mobile food access programs, expand delivery services and provide pop-up markets to the community through the Watertown Food Pantry and Watertown Farmer's Market. This resource is one component of a larger plan to expand food access by bringing services directly to residents where and when they need it. The van will also allow Veterans Services and Community Wellness to expand community program offerings and give flexibility to the type of programs Human Services can provide.


We look forward to Human Services expanding into the community and making essential programs more accessible to Watertown residents. Please contact me with any questions and thank you for your consideration.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 20, 2026  
RE: Agenda Item – Proposed Loan Order

---

The Department of Public Buildings requests approval of a \$900,404 loan order to purchase three Level 3 Electric Vehicle (EV) Chargers. This purchase is consistent with Line 109 of the FY2026–2030 Capital Improvement Program. The Department will also pursue a “Make Ready” grant to offset installation costs. This request accompanies a separate loan order for a mobile electric vehicle charging platform scheduled for the January 27, 2026 City Council agenda.

These chargers will provide the Police Department with the necessary capacity to reliably recharge its patrol EV fleet during shift changes, supporting operational efficiency and fleet readiness.

I respectfully request that the enclosed Loan Order be placed on the January 27, 2026 City Council Agenda for First Reading.

Thank you for your consideration.



28 State Street  
Boston, MA 02109-1775

p: 617-345-9000 f: 617-345-9020  
hinckleyallen.com

Chelsea A. Tryder  
(617) 378-4209  
ctryder@hinckleyallen.com

January 16, 2026

George J. Proakis  
City Manager  
Administration Building  
149 Main Street  
Watertown, Massachusetts 02472

RE: Draft Loan Order – Electric Vehicle Charger Bonds

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of acquiring three Level 3 electric vehicle chargers for the police station:

ORDERED: That the sum of \$900,404 is appropriated to pay costs of purchasing three Level 3 electric vehicle chargers for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.

Please call me if there are any questions about the suggested proceedings.

Sincerely,

*/s/ Chelsea A. Tryder*

Chelsea A. Tryder

# WATERTOWN

---

## MASSACHUSETTS



Watertown City Hall  
149 Main Street, Watertown, MA 02472

---

January 13, 2026

Mr. George Proakis  
City Manager  
149 Main Street  
Watertown, Ma 02472

Dear Mr. Proakis:

The Department of Public Buildings respectfully requests the allocation of \$900,404 in capital funds from the Police Level 3 Electric Vehicle (EV) Charging Station line item for the acquisition of three Level 3 EV Chargers for the Police Station.

These chargers will allow the Police Department to recharge the patrol EV fleet vehicles during their shift changes.

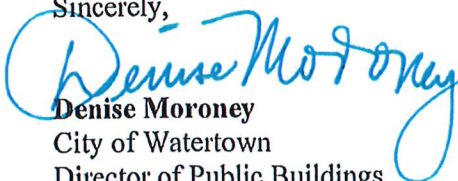
If this request is approved the Department of Public Buildings will apply to the electric utility "Make Ready" program to reduce this cost. "Make Ready" can cover:

- Grid-Side Upgrades: Utility-paid work in the public way, like transformer upgrades.
- Customer-Side Infrastructure: Subsidized costs for property upgrades (e.g., electrical panels, new circuits).
- Equipment Rebates: Rebates for the actual EV chargers (EVSE)

This program is expected to significantly reduce the cost of the infrastructure and EV chargers.

Could you please support this request and forward it to City Council for approval at the January 27, 2026, council meeting.

Sincerely,

  
**Denise Moroney**  
City of Watertown  
Director of Public Buildings  
124 Watertown St., Suite 3F  
Watertown, MA 02472



# Pricing Sheet

10-24-0055.668 Watertown PD, 552 Main St Watertown

DCFC Site  
1/12/2026

Quote SW25-147

Description	Total Amount
Engineering & Permitting	4,081.00
Trenching & Backfill	77,413.85
Conduit & Wiring	168,380.41
Civil Works	39,991.20
Electrical Equipment	55,383.32
EV Charging Stations	555,153.30

## Estimate Totals

Description	Amount	Totals
<b>Total</b>		<b>900,404</b>

- All prices in USDS
- This pricing is not based on prevailing wages, as it is intended for submission under the Eversource EV Make-Ready Program. Please note that the pricing will be revised if the project does not proceed under the Eversource program.
- EV Charging Stations include:
  - DCFC Hardware, cable management, credit card reader, CCS1 16ft cables, BABA Compliant
  - 5 years Parts & Labor Warranty
  - 5 years networking
  - Shipping, installation and commissioning

One Westinghouse Plaza, Suite D6, Boston, Massachusetts, 02136

[www.maverickcorporation.com](http://www.maverickcorporation.com)

[www.evservicescompany.com](http://www.evservicescompany.com)

# HYC 400



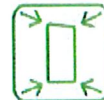
Up to **97.5 %**  
efficiency under full load

Up to **2x 600 A**  
simultaneous output

**50 kW**  
dynamic load management granularity

**150 - 1000 V**  
output range

**Bidirectional**  
future capability



All-in-one design for an  
ultra-compact footprint



Up to 4 simultaneous  
charge outputs



Power-Stack  
scalable architecture

100 kW to 400 kW  
DC-charging system for EVs

# HYC 400

## General information

<b>Operating temperature</b>	-30°C up to +55°C (-22°F to 131°F) <sup>(2)</sup>
<b>Storage/transport temperature</b>	-40°C to 70°C (-40°F to 158°F)
<b>Altitude</b>	<4,000 m (< 13,000 ft) <sup>(2)</sup>
<b>Humidity (in operation, storage)</b>	Up to 95% non-condensing
<b>Enclosure type</b>	NEMA 3R (IP54) Indoor/Outdoor
<b>Impact resistance (IEC 62262)</b>	IK10
<b>Noise emission</b>	< 52 dBA <sup>(1)</sup>
<b>Dimensions (H x W x D)</b>	88 x 29 x 26 in (2185 x 732 x 663 mm)
<b>Weight</b>	1235 lbs up to 1965 lbs (560 kg up to 890 kg) <sup>(3)</sup>
<b>Accessibility</b>	Meets ADA requirements for height and reach
<b>User interface</b>	15.6" display, 4 buttons, RGB connector status
<b>Multilingual system</b>	GUI in 27 languages
<b>Remote management</b>	Access control, configuration, diagnostics, software updates

## Configuration Options

<b>Branding</b>	Options for custom colors (powder coating), custom vinyl
<b>CMS (Cable Management System)</b>	Metal swing arm keeps 16.4 ft (5 m) off the ground
<b>Payment system</b>	Credit card reader optional (Payter/Nayax), EMV Chip, Tap to Pay

## Compliance and Safety

<b>NRTL</b>	UL 2202, UL 2231-1, UL 2231-2 CSA C22.2 No. 346.22, No. 281.1-12, No. 281.2-12 File No. E515867
<b>Metering</b>	CTEP No. 5966-24
<b>EMC</b>	FCC 47CFR Part 15B (Class A)
<b>Electrical safety</b>	NEC (NFPA 70) Article 625
<b>NEVI</b>	BABA <sup>(4)</sup>

# HYC 400

## Charging Interfaces

<b>Connection options</b>	CCS1, J3400 (NACS), CHAdeMO
<b>Cable lengths</b>	11.5 ft (3.5 m), 16.4 ft (5 m), 25 ft (7.5 m)
<b>RFID system</b>	ISO/IEC 14443A/B, ISO/IEC 15693, NFC
<b>Network communications protocol</b>	Dual SIM, 4G LTE Modems 10/100 Base-T Ethernet
<b>Energy management</b>	Configurable static power limit, Dynamic Power limit via OCPP/Modbus
<b>Network communications protocol</b>	Open Charge Point Protocol (OCPP) 1.6 and 2.0.1 Modbus, API
<b>Vehicle communications protocol</b>	DIN 70121, ISO 15118, Autocharge, Plug and Charge, CHAdeMO 1.2

## Electrical

<b>AC nominal voltage (RMS)</b>	480 V $\pm$ 10%
<b>AC nominal input current (RMS)</b>	480 A
<b>Input connection</b>	3-Phase: L1, L2, L3, GND (no neutral)
<b>Frequency</b>	60 Hz
<b>Power factor</b>	> 0.99 at full load
<b>THDi (Total harmonic distortion)</b>	< 5% at full load
<b>Conversion efficiency</b>	up to 97.5% at full load
<b>SCCR</b>	65 kA
<b>Surge protection</b>	Type 1, In 20 kA, I <sub>max</sub> 50 kA
<b>Standby power consumption</b>	43 W
<b>DC output</b>	100 kW (one Power-Stack), max. 300 A 200 kW (two Power-Stacks), max. 600 A 300 kW (three Power-Stacks), max. 900 A (600 A max. per cable) 400 kW (four Power-Stacks), max. 1200 A (600 A max. per cable)
<b>Output voltage</b>	150 - 1000 VDC

<sup>①</sup> Standard environmental conditions 60°F [20°C], 10 ft [3 m] distance

<sup>②</sup> See Manual for environmental derate

<sup>③</sup> Depending on the configuration

<sup>④</sup> Compliance assessment completed by PWC



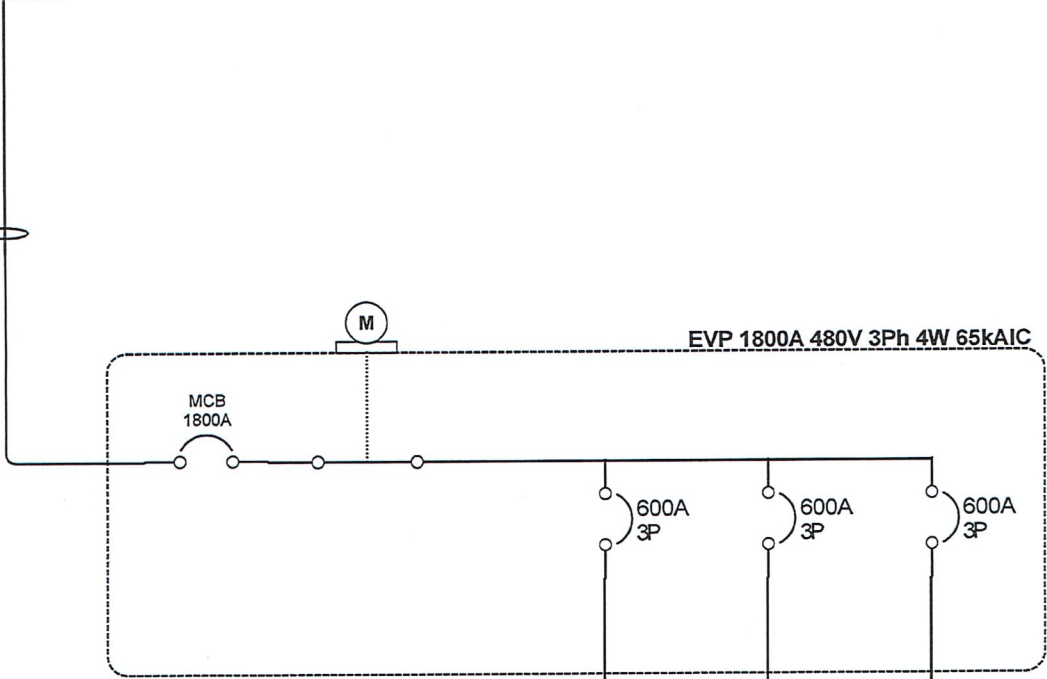




NEW  
TRANSFORMER



5 SETS OF  
4 #600  
4" PVC



6 #350  
1 #1 GND  
4" PVC

Alpitronic  
HYC\_400  
400kW  
480A 480V

Alpitronic  
HYC\_400  
400kW  
480A 480V

Alpitronic  
HYC\_400  
400kW  
480A 480V

**MAVERICK**  
ELECTRIC VEHICLE SERVICES  
1 WESTINGHOUSE PLAZA,  
SUITE D6, BOSTON,  
MA 02135  
+1 (617) 351 6700

**EVERSOURCE**  
ENERGY  
800 BOYLSTON ST.  
BOSTON, MA 02199  
+1 (800) 592 2000

PROJECT NO: TBD  
DRAWN BY: T.O.L.  
CHECKED BY: D.C.

REV	DATE	DESCRIPTION
0	12/16/2025	DESIGN PROPOSAL

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS THEY ARE ACTING UNDER THE  
DIRECTION OF A LICENSED PROFESSIONAL  
ENGINEER, TO ALTER THIS DOCUMENT.

CITY OF WATERTOWN, 552 MAIN ST.,  
WATERTOWN, MA 02472  
  
ELECTRIC VEHICLE  
CHARGING STATIONS

SHEET TITLE  
**ONE-LINE DIAGRAM**

SHEET NUMBER  
**E-1**

**Order Confirmation**

Brendan McCarthy  
 Watertown City Council  
 149 Main Street  
 Watertown, MA 02472

Thank you for placing your Legal Notice in The Boston Globe.

Your order information and a preview of your notice are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1314 or email [legals@globe.com](mailto:legals@globe.com).

*Any and all proposed edits, revisions, and/or other changes to the notice must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at <https://www.bostonglobemedia.com/specs-deadlines>.*

Thank you,  
 Boston Globe Classified Sales

617-929-1314  
 Monday - Friday 9:30 am - 4:30 pm  
[legals@globe.com](mailto:legals@globe.com)

Order Number	<b>762572</b>	Order Price	<b>\$708.35</b>
Sales Rep.	<b>Jackson Kocak</b>	PO No.	
Account	<b>3028420</b>	Payment Type	
Publication	<b>Boston Globe</b>	Number of dates	<b>1</b>
First Run Date	<b>01/30/2026</b>	Last Run Date	<b>01/30/2026</b>
Payment Type			


**AD PREVIEW:**




George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 20, 2026  
RE: Agenda Item – Proposed Loan Order

---

The Department of Public Buildings requests approval of a \$300,000 loan order to purchase a mobile EV charging platform from SparkCharge. This purchase is consistent with Line 109 of the FY2026–2030 Capital Improvement Program. The Department will also pursue a “Make Ready” grant to offset installation costs. This request accompanies a separate loan order for electric vehicle chargers scheduled for the January 27, 2026 City Council agenda.

The mobile charging platform will strengthen the City’s ability to support a growing municipal EV fleet by deploying charging capacity where vehicles operate, reducing reliance on fixed infrastructure. It will also improve operational readiness by enabling on-site charging for EV emergency vehicles throughout the city. In the event of a major power outage, the unit will help maintain continuity of operations by ensuring the emergency EV fleet remains functional.

I respectfully request that the enclosed Loan Order be placed on the January 27, 2026 City Council Agenda for First Reading.

Thank you for your consideration.



28 State Street  
Boston, MA 02109-1775  
p: 617-345-9000 f: 617-345-9020  
hinckleyallen.com

Chelsea A. Tryder  
(617) 378-4209  
ctryder@hinckleyallen.com

January 16, 2026

George J. Proakis  
City Manager  
Administration Building  
149 Main Street  
Watertown, Massachusetts 02472

RE: Draft Loan Order – Electric Vehicle Charging Platform Bonds

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of acquiring a SparkCharge Level 3 mobile electric vehicle charging platform for the police station:

ORDERED: That the sum of \$300,000 is appropriated to pay costs of purchasing a SparkCharge Level 3 mobile electric vehicle charging platform for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.

Please call me if there are any questions about the suggested proceedings.

Sincerely,

*/s/ Chelsea A. Tryder*

Chelsea A. Tryder

Water

# WATERTOWN

## MASSACHUSETTS



Watertown City Hall  
149 Main Street, Watertown, MA 02472

---

January 13, 2026

Water

Mr. George Proakis  
City Manager  
149 Main Street  
Watertown, MA 02472

Dear Mr. Proakis

The Department of Public Buildings respectfully requests the allocation of \$300,000 in capital funds from the Police Level 3 Electric Vehicle (EV) Charging Station line item for the acquisition of a mobile EV charging platform from SparkCharge.

This investment will provide the city with the flexibility needed to support the continued and dynamic growth of the municipal EV fleet by allowing charging resources to be deployed where vehicles are operating, rather than relying solely on fixed infrastructure. The mobile charging platform will also enhance operational readiness by enabling EV emergency vehicles to recharge on-site throughout the city as needed.

Additionally, in the event of a major power outage, the mobile EV charging unit will help ensure continuity of operations by allowing the City's emergency EV fleet to remain functional and in service.

Could you please support this request and forward it to City Council for approval at the January 27, 2026 council meeting?

THIS IS  
Sincerely,

**Denise Moroney**  
City of Watertown  
Director of Public Buildings  
124 Watertown St., Suite 3F  
Watertown, MA 02472

THIS IS  
Sincerely,



SPARKCHARGE®

# Max300 Battery Trailer

The SparkCharge Max300 is the perfect mobile EV charging solution for commercial electric vehicles. It is designed, engineered, and proven to be the ideal solution to charging trucks, vans, buses and cars at remote locations, special events and depots. The Max300 enables fleets, municipalities, last-mile delivery, OEMs, ports, rideshare, and more to streamline EV operations.



## No Upfront Costs

Equipment, installation, and maintenance are all included in one monthly cost.



## Scalable & Flexible

Add, relocate, or upgrade chargers as your fleet grows or location needs to change.



## Rapid Deployment

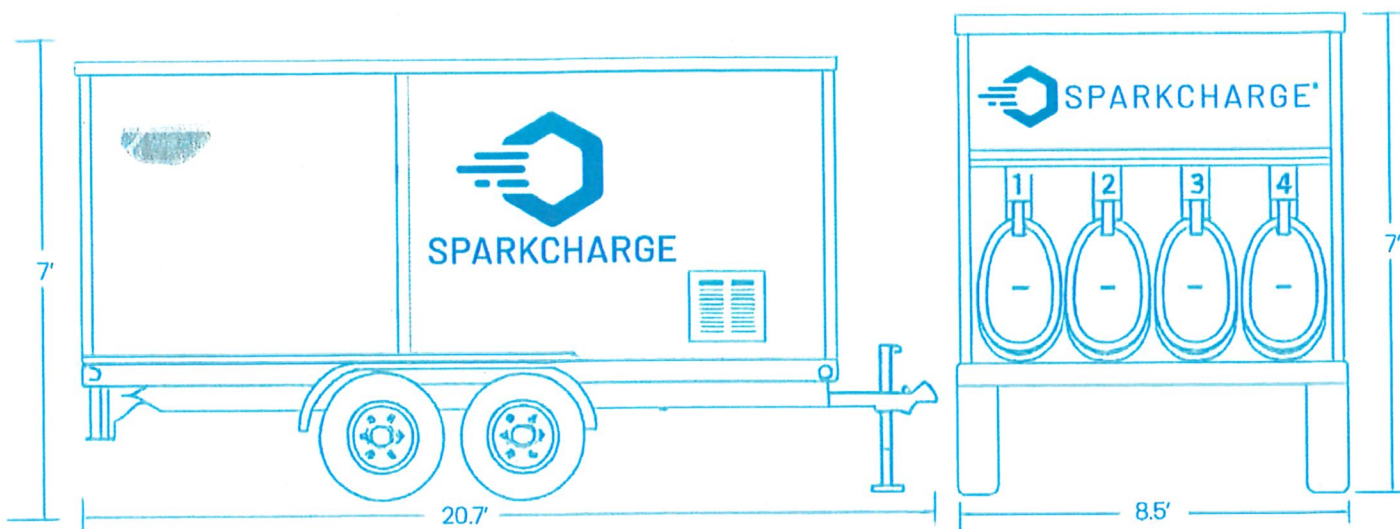
Deploy EV charging in as little as 7 days. Skip the long waits for utility approvals and costly electrical construction. Mobile Battery Trailers are delivered on-site & ready to go.

## What you get

- 125 - 250 kW DC fast charger
- 4 charge ports (CCS or NACS)
- OCPP certified
- 3 easy ways to recharge
- Rent - Lease - Buy

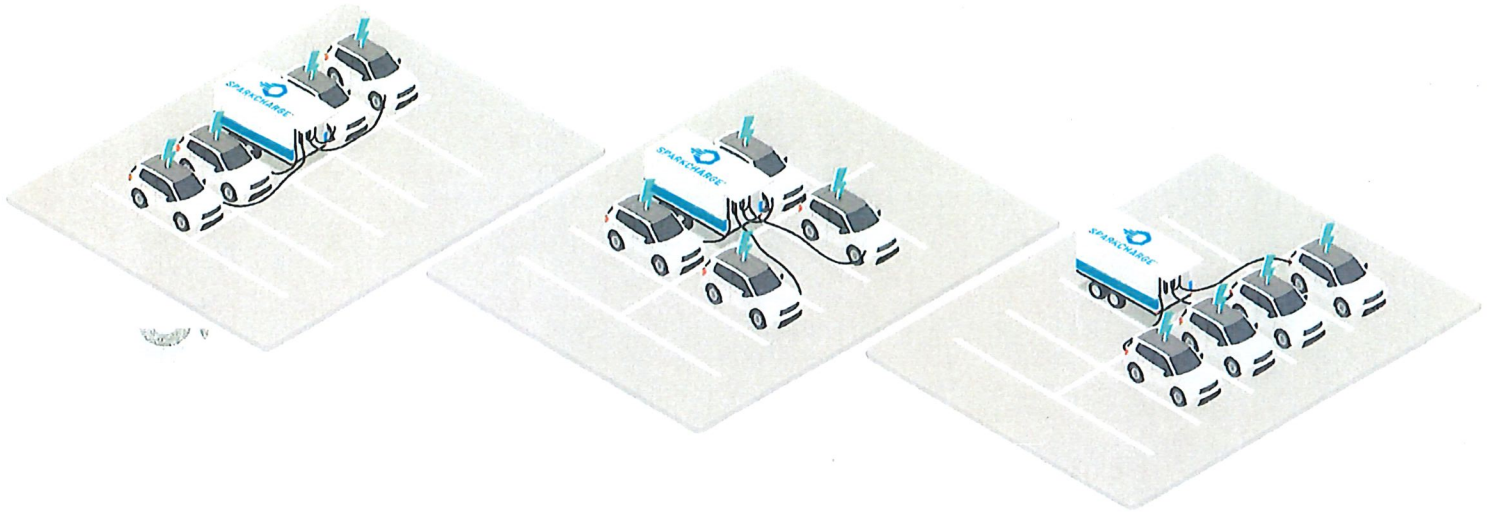


# Max300 Specifications

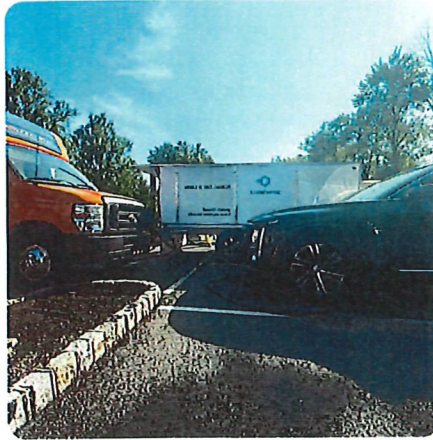


Battery capacity (kWh)	300+
# of DC outputs	4 CCS or NACS
Estimate weight	9,900 lbs
Est. length (w/ trailer tongue)	20.7 ft
Height x Width	7 ft x 8.5 ft (Optional Smaller Version)
Charging input from DCFC	CCSI 120 kW
Charging input from grid	480V 3 phase or AC Level 2 up to 19.2kW (optional)
Charging output (to EV)	DC Fast Charge CCS1 80 kW per port (4 ports max)
Input connector	CCS-1/J1772 port
Output connector	CCS-1 connector (DC)
Output cable length	20 ft - 30 ft
Output voltage	150-1000 VDC
Data reporting & analytics	OCPP 1.6J

# Position Examples



## In the Field



# Pricing Overview

Location: Watertown, MA

Term: Monthly

## Max300 Rental Option #1

	Qty	Price
Max300 unit 300 kWh (4 charge ports)	1	\$10,000/month

## Max300 Purchase Option #2

	Qty	Price
Max300 unit 300 kWh (4 charge ports)	1	\$300,000

## Recharging Service (Optional)

\$575 (per recharge, per unit)



### Payment Terms:

Net 30 Monthly, Auto renews monthly, 30 day written notice for cancellation. Purchase to lease option available upon customer request. Shipping and set up TBD. Customer responsible for associated shipping costs.

Please send purchase orders to [sales@sparkcharge.io](mailto:sales@sparkcharge.io) with a carbon copy (cc) to the SparkCharge sales representative listed. For proposal questions contact [tweston@SparkCharge.io](mailto:tweston@SparkCharge.io). SparkCharge reserves the right to acceptance of purchase orders from the customer.

**Order Confirmation**

Brendan McCarthy  
 Watertown City Council  
 149 Main Street  
 Watertown, MA 02472

Thank you for placing your Legal Notice in The Boston Globe.

Your order information and a preview of your notice are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1314 or email [legals@globe.com](mailto:legals@globe.com).

*Any and all proposed edits, revisions, and/or other changes to the notice must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at <https://www.bostonglobemedia.com/specs-deadlines>.*

Thank you,  
 Boston Globe Classified Sales

617-929-1314  
 Monday - Friday 9:30 am - 4:30 pm  
[legals@globe.com](mailto:legals@globe.com)

Order Number	<b>762586</b>	Order Price	<b>\$733.57</b>
Sales Rep.	<b>Jackson Kocak</b>	PO No.	
Account	<b>3028420</b>	Payment Type	
Publication	<b>Boston Globe</b>	Number of dates	<b>1</b>
First Run Date	<b>01/31/2026</b>	Last Run Date	<b>01/31/2026</b>
Payment Type			

**AD PREVIEW:**

Legal Notice

The City Council of Watertown hereby gives notice of a public hearing and vote to be held on Tuesday, February 10, 2026 at 7:00 PM in the Richard Mastrangelo Chamber Administration Building, 149 Main Street, Watertown, MA and online at the following link <https://watertown-ma.zoom.us/j/92991331344> which may be found on the City of Watertown's website, on a proposed Loan Order as follows:

**ORDERED:** That the sum of \$200,000 is appropriated to pay costs of purchasing a SparkCharge Level 3 mobile electric vehicle charging platform for the police station, including all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the amount of borrowing authorized by this order shall be reduced by any grant amount received for this purpose.

Interested parties are encouraged to participate in this public hearing. A copy of the proposed Loan Order is available for inspection at the Administration Building, 149 Main Street, Watertown, MA 02472 in the City Clerk's Office Monday through Thursday 8:30 a.m. through 5:00 p.m., on Tuesday evening up to 7:00 p.m., and Friday 8:30 a.m. through 12:30 p.m., and on the City's website page: [www.watertown-ma.gov](http://www.watertown-ma.gov).



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465

To: Honorable City Council

From: George J. Proakis, City Manager

Date: January 15, 2026

RE: Request for Confirmation - Reappointment to the Board of Health

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Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for reappointment to the Board of Health which requires Council confirmation.

- Dominic Amirtharaj, MD – Reappointment as a member of the Board of Health to a term expiring February 5, 2029

Thank you for your anticipated cooperation in this matter.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465

To: Honorable City Council

From: George J. Proakis, City Manager

Date: January 15, 2026

RE: Request for Confirmation –Appointment and Reappointments the Conservation Commission

---

In accordance with the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions, and Committees, I am hereby submitting a request for an appointment and reappointments to the Conservation Commission, which requires Council confirmation.

- Marie-Sophie Rohwaeder - Appointment as a member of the Conservation Commission to a term expiring February 15, 2029
- Leo Martin - Reappointment as a member of the Conservation Commission to a term expiring February 15, 2029
- Jaime O'Connell - Reappointment as a member of the Conservation Commission to a term expiring February 15, 2029

Thank you for your anticipated cooperation in this matter.




George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 15, 2026

RE: Request for Confirmation - Reappointments to the Community Preservation Committee

---

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for reappointments to the Community Preservation Committee which requires Council confirmation.

- Dennis Duff – Reappointment as a member of the Community Preservation Committee to a term expiring February 1, 2029
- Amy Plovnick - Reappointment as a member of the Community Preservation Committee to a term expiring February 1, 2029

Thank you for your anticipated cooperation in this matter.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

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Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 15, 2026

RE: Request for Confirmation – Reappointment to the Licensing Board

---

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for reappointment to the Licensing Board which requires Council confirmation.

- John Labadini – Reappointment as a regular member of the Licensing Board to a term expiring February 15, 2029


Thank you for your anticipated cooperation in this matter.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 15, 2026  
RE: Request for Confirmation – Reappointment to the Planning Board

---

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for reappointment to the Planning Board which requires Council confirmation.

- Payson Whitney - Reappointment as a member of the Planning Board to a term expiring February 15, 2029


Thank you for your anticipated cooperation in this matter.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 20, 2026  
RE: Request for Confirmation – Appointment to the Traffic Commission

---

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for appointment to the Traffic Commission which requires Council confirmation. This appointment will be to fill the unexpired term of Ryan McMorro.

- Jason Merkin – Appointment as a member of the Traffic Commission to a term expiring May 15, 2027


Thank you for your anticipated cooperation in this matter.



George J. Proakis  
City Manager

CITY OF  
WATERTOWN  
*Office of the City Manager*

Administration Building  
149 Main Street  
Watertown, MA 02472  
Phone: 617-972-6465  
[www.watertown-ma.gov](http://www.watertown-ma.gov)  
[citymgr@watertown-ma.gov](mailto:citymgr@watertown-ma.gov)

To: Honorable City Council  
From: George J. Proakis, City Manager   
Date: January 15, 2026  
RE: Request for Confirmation – Reappointments to the Zoning Board of Appeals

---

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for reappointments to the Zoning Board of Appeals which requires Council confirmation.

- Sarah Baker - Reappointment as a full member of the Zoning Board of Appeals to a term expiring February 15, 2031
- Gregory Girard - Reappointment as an alternate member of the Zoning Board of Appeals to a term expiring February 15, 2028

Thank you for your anticipated cooperation in this matter.

**CITY COUNCIL ROLL CALL VOTE  
MEETING DATE: JANUARY 27, 2026**

	YES	NO	PRESENT
CAROLINE BAYS	__X__	_____	_____
LISA J. FELTNER	__X__	_____	_____
JOHN G. GANNON	__X__	_____	_____
NICOLE GARDNER	__X__	_____	_____
EMILY IZZO	__X__	_____	_____
THEOPHILUS OFFEI	__X__	_____	_____
ANTHONY PALOMBA	__X__	_____	_____
VINCENT J. PICCIRILLI JR.	__X__	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	__X__	_____	_____

Motion to adjourn.