



CITY OF WOBURN

SCOTT GALVIN, MAYOR

SOLAR PILOT GUIDELINES

The following Guidelines have been promulgated by the Board of Assessors for the City of Woburn to assist in the drafting of Payment In Lieu of Tax (“PILOT”) Agreements relative to the development of photovoltaic generating facilities and ancillary equipment in the City of Woburn (hereinafter “the City”).

1. The City recognizes that since both the City and developers of photovoltaic generating facilities need an accurate projection of their respective expenses and revenues with respect to personal property that is, or may become, taxable under the law, the City will negotiate and execute, where appropriate, Payment in Lieu of Tax (“PILOT”) Agreements relative to photovoltaic generating facilities and ancillary equipment (hereinafter “Solar PILOT Agreements”).
2. Solar PILOT Agreements shall only be applicable to personal property and shall not apply to real estate taxes which shall continue to be assessed and taxes under the applicable provisions of the General Laws of Massachusetts.
3. All Solar PILOT Agreements shall be substantially in the form attached hereto.
4. All payments which are due and payable under Solar PILOT Agreements shall be calculated on a base value of \$13,500.00 per MWDC. The City may adjust this base valuation per MWDC upon the request of a developer of a photovoltaic generating facility provided said request is accompanied by specific and detailed financial and other appropriate information that supports such a request. This base value may be altered periodically by the

City based on its review of current financial conditions concerning the development of photovoltaic generating facilities.

5. The amount of annual payments required under any Solar PILOT Agreement shall increase by 2.5% per year during the term of said Solar PILOT Agreement.
6. All Solar PILOT Agreements shall provide that the provisions of Chapter 60 of the General Laws of Massachusetts shall apply to the collection of all amounts due and payable under said Solar PILOT Agreement. If the developer is not also the owner of the underlying real estate, then the owner of the underlying real estate shall specifically assent to this provision in said Solar PILOT Agreement.
7. All Solar PILOT Agreements shall provide that the payments required under said Solar PILOT Agreement shall not be reduced on account of a depreciation factor, revaluation, or reduction in the City's tax rate not reflected in said Solar PILOT Agreement.
8. All Solar PILOT Agreements shall provide that the developer of said Solar PILOT Agreement shall not apply for an abatement relative to the valuation of said photovoltaic generating facility and ancillary equipment as set forth in said Solar PILOT Agreement.
9. The developer of a photovoltaic generating facility, other than the City or its associated entities, on municipal property shall also be liable for payment of real estate taxes pursuant to General Laws Chapter 59, Section 2B and further said developer shall specifically acknowledge and agree, in writing, that the amount of said assessment shall not be added to the amount paid by the City or its associated entities under any Power Purchase Agreement.
10. These Guidelines may be periodically amended by the Board of Assessors and any of these Guidelines may be waived by the Board of Assessors if such waiver is, in the sole discretion of the Board of Assessors, in the interest of the citizens of Woburn.