



Select Board
Meeting Packet
July 18, 2023

**Summary
Of
Proposed Cable Television Renewal License Agreement
Town of Medfield
and
Verizon New England, Inc.**

**Prepared by Attorney William Solomon
(July 13, 2023)**

Overview and Status:

- (1) After a number of months of extensive effort and work, negotiations with Verizon lead to an agreement on the critical PEG Access Capital funding number of \$115,000, paid within the first two (2) years of the Effective Date of the License. (See the PEG Access Grant paragraph below.)
- (2) This office and Verizon's counsel (backed by the Verizon corporate legal team in New York, responsible for cable franchising/licensing) have exchanged multiple revised License drafts, and locally based Verizon counsel (that represents Verizon nationwide in cable franchising) have had specific discussions on a number of important legal issues. (Due to some transitions in Verizon corporate, there has been some additional time involved, all in good faith, of course.) I have attached hereto the last draft returned to this office by Verizon's counsel on June 29, 2023. I will work to see if the document can be finalized with Verizon for a vote by the Board next Tuesday. With the cooperation of Verizon corporate, which is not a certainty given summer vacation schedules, that is doable. I will update the Town Administrator's office more on this by Monday, when Verizon's counsel is next more fully available. In the event the document is not ready for a final vote, I will set out a few alternatives in another memorandum on Monday, including a Board vote, subject to finalizing the document in its final form.
- (3) In the License itself, "Selectmen" will be changed to "Select Board", as the Assistant to the Town Administrator informed me was effective as of earlier this year. (Thank you.)

- # Verizon Cable Subscribers as of 12/31/22 – 1,616. 12/31/21 – 1,772) (Note – Comcast had 1,421 Cable Subscribers in Medfield as of 12/31/21, and 1,497 Cable Subscribers as of 12/31/22.)
- # License Term/Verizon Right to Unilateral Termination - Effective After 37 Months – The License term is five (5) years from the Effective Date. Verizon may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority, however Verizon may not provide a notice of termination sooner than the beginning of the 31st month following the Effective Date. In the event of such termination, all PEG Access Capital Payments will have been made to the Town prior to the effective date of termination. (Note – in consideration of this right to early termination, Verizon's full capital payment of \$115,000) is paid within 3 years of the Effective Date. (See further description of PEG Capital below.)
- # PEG Access Channels - Three (3) SD (Standard Definition) PEG Access Channels continue and the addition of one (1) HD (High Definition) PEG Access Channel upon written request by the Town, with a 270-day notice period. (This is a continuing provision from the current 2018 Verizon Renewal License. Medfield TV is now fully ready on its end to transmit Access Programming in HD.)
- # PEG Access Annual Support – continues at 4.80% of Licensee's and Affiliates' Gross Annual Revenues (the maximum allowed under the federal Cable Act is five percent (5%) of Gross Annual Revenues. However for a number of reasons, there are benefits to being at a percentage somewhat lower than 5%. That said, this Verizon License Renewal provides that if the Comcast license goes up from the 4.8% level of support, so to will the Verizon license). (Section 5.4 of the Renewal License.)
- # PEG Capital Grant – PEG Capital Grant is \$115,000, paid in three (3) equivalent payments, as follows: the first payment within 45 days of the Effective Date is \$33,333.34, and thereafter on the 1st and 2nd anniversaries of the Effective Date payments of \$33,333.33. (Section 5.3 of the Renewal License.)

- # PEG Interconnection and Cablecasting (Section 5.2.1) - “The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 18 North Meadows Road, Floor 1, Medfield, MA.
- # Cable Service To Public Buildings – Subject to the Verizon cable service area under the License, if requested in writing by the Issuing Authority (the Select Board), Verizon will provide one Cable Service drop, an outlet, and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority. (The current list of such buildings and their addresses is set out in Exhibit A.) The provision of cable service to public buildings is subject to the applicable provisions of the FCC’s 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the “621 Order”), as such 621 Order may be in effect and/or amended during the term of this License. (That Order allows a cable operator to count the marginal cost of certain (so-called) “In-Kind Consideration”, such as cable service public buildings toward the five percent (5%) franchise fee cap in the Cable Act, which would correspondingly reduce the cable operator’s Franchise Fee payment (here “PEG Access Support”), since such payment is at the 5% cap level in the Sherborn-Verizon license.)
- # Electronic Program Guide - If Verizon lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town’s PEG Access Channel program content titles on the Licensee’s electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section 5.8 to list the Town’s PEG Access Channel program content titles on its electronic program guide.

- # PEG Access Video-On-Demand - If Verizon provides any other municipality in the state with PEG Access Channel “video-on-demand” (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section to provide PEG Access Channel programming VOD in the Town.

VZ PROPRIETARY AND CONFIDENTIAL

6/13/23 DRAFT

Town of Medfield Renewal License to
Verizon New England Inc. – __/__/2023

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

June 5, 2023

BOARD OF SELECTMEN

**TOWN OF MEDFIELD,
MASSACHUSETTS**

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SIGNATURE PAGE

EXHIBIT

EXHIBIT A – PUBLIC (MUNICIPAL AND SCHOOL BUILDINGS) TO BE PROVIDED
CABLE SERVICE UPON WRITTEN REQUEST OF THE ISSUING
AUTHORITY (SUBJECT TO SECTION 3.4)

TOC TO BE UPDATED WITH EXECUTION COPY

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License”) is entered into by and between the Board of Selectmen of the Town of Medfield, as Issuing Authority for the grant of cable television licenses pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of June 5, 2018, a nonexclusive Cable Television Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “2018 Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the 2018 Renewal License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the 2018 Renewal License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the 2018 Renewal License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the 2018 Renewal License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which Licensee shall make available to the Town and/or the PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or the PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11. *Educational Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee or the Issuing Authority to anticipate and control. With respect to the Licensee, Force Majeure includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *Franchise Fee*: Shall have the meaning as set forth in Section 622(g) of the Communications Act (47 U.S.C. §542(g)).

1.15. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.16. *Government Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the Issuing Authority and/or its PEG Access Designee to present non-commercial governmental programming.

1.17. *Gross Revenue*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee, the

PEG Access Support, and the PEG Grant) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

1.17.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.17.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.17.3. Refunds, rebates or discounts made to Subscribers;

1.17.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunication Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.17.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.17.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.17.7. Any tax of general applicability imposed by a town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.17.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.17.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.17.10. Program launch fees; and

1.17.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.18. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.19. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.20. *Internet Access Service:* Dial-up or broadband access service that enables access to the Internet.

1.21. *Issuing Authority:* The Board of Selectmen of the Town of Medfield, Massachusetts.

1.22. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.23. *Licensee:* Verizon New England, Inc., and its lawful and permitted successors, assigns and transferees.

1.24. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.25. *Non-Cable Services:* Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

1.26. *PEG:* Public, educational, and governmental.

1.27. *PEG Access Channel:* An Access Channel that the Licensee makes available to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or the PEG Access Designee.

1.28. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming, including, but not limited to, any Access Corporation.

1.29. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

1.30. *Person*: An individual, partnership, association, joint stock company, trust, corporation, other business entity, or governmental entity.

1.31. *Public Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the use by the residents in the Town and managed by the Issuing Authority and/or the PEG Access Designee.

1.32. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.33. *Service Area*: The entire existing territorial limits of the Town.

1.34. *Standard Definition (“SD”) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in 4:3 aspect ratio with a resolution of 480i.

1.35. *State*: The Commonwealth of Massachusetts.

1.36. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

1.37. *Telecommunications Facilities*: Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.38. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.39. *Title II*: Title II of the Communications Act, Common Carriers.

1.40. *Title VI*: Title VI of the Communications Act, Cable Communications.

1.41. *Town*: The Town of Medfield.

1.42. *Transfer*: Any transaction in which:

1.42.1. an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.42.2. the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.43. *Video Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.44. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall adhere to all applicable Town bylaws and lawful regulations of the Town regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation

of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* This License shall become effective on June 5, 2023 (the "Effective Date"). The term of this License shall be five (5) years from the Effective Date unless this License is earlier revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.5.1.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal and State Law/Preemption:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse

the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. Construction of License:

2.9.1. The provisions of this License shall be construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good

faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service and Standard Drops:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with Section 3.1, and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's expense other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Where a residential Subscriber connection exceeds such length, the Licensee shall be allowed to recover from such Subscriber the actual cost of connection attributable to the distance in excess of the length above.

3.3. *Availability of Cable Service To Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual costs incurred to connect any business to the Cable System for the provision of Cable Service.

3.4. *Cable Service to Public Buildings:* Subject to Section 3.1 and the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this License, if requested in writing by the Issuing Authority, Licensee shall provide in a reasonable amount of time and after notifying the Issuing Authority of the process by which it shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license, drop, an outlet and monthly Basic Service at no cost to public buildings in the Town. Without limiting the foregoing, Licensee shall comply with Section 5(e) of the Massachusetts Cable Law. The current list of public buildings is set forth in **Exhibit A**.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Cable Division and the FCC.

4.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

5. PEG SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. The Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or at the discretion of the Issuing Authority to the PEG Access Designee within two hundred seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from

distinct programming to an SD PEG Access Channel simulcast in HD, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution consistent with the definition of “High Definition” specified above. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee’s Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town’s jurisdictional boundaries, provided that PEG Access Programming from outside the Town, which is carried in the Town shall not be cablecast on any of the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee pursuant to Section 5.1.1 above. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion, subject to any applicable law and regulations. If a PEG Access Channel provided under this Article is not being utilized by the Issuing Authority and/or the PEG Access Designee, other than due to Force Majeure, the Licensee may utilize such PEG Access Channel by providing at least ninety (90) days advance written notice to the Issuing Authority, but only in the event that the Issuing Authority or the PEG Access Designee does not commence use of said PEG Access Channel within said ninety (90) day notice period. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least ninety (90) days advance written notice to the Licensee.

5.2. PEG Interconnection and Cablecasting:

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at the PEG Access Studio, 18 North Meadows Road, Floor 1, Medfield, MA (the “PEG Interconnection Site”) for PEG Access Channel video return to Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town’s PEG Access Designee, shall be required to pay Licensee for all direct or reasonably related costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town or its PEG Access Designee and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to Licensee’s prior disclosure of such costs and prior express written consent to same by

the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) and (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town and/or its PEG Designee’s PEG Access equipment shall be at the output of the Town’s or PEG Access Designee’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for providing that all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or its PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s or PEG Access Designee’s side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.3. The Licensee shall provide, install, maintain, repair and replace all equipment necessary to receive and transmit all such PEG programming and all PEG Access Channels as described in Section 5.2.1 above to Subscribers, including any amplification, optical conversion, receiving, cable system headend, processing, and transmitting equipment needed.

5.2.4. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System’s commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

5.3. *PEG Grant:* Licensee shall pay to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant in the total amount of One Hundred Fifteen Thousand Dollars (\$115,000.00) to be used for PEG Access Channel capital funding purposes payable in three installments (the “PEG Grant”). The first payment of Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$33,333.34) shall be made within forty-five (45) days of the Effective Date. The two subsequent payments of Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33) shall each be made on the first (1st) and second (2nd) anniversaries of the Effective Date. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be

refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant, and Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount equal to four and eight-tenths percent (4.80%) of annual Gross Revenues as defined above, subject to the limitation in Section 6.2. If the Town issues or renews any cable licenses after the Effective Date that provide for a lower or higher percentage of PEG Access Support, then the Licensee’s percentage of PEG Access Support payments shall be reduced or increased to match such lower or higher percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.4.3. In no case shall said four and eight-tenths percent (4.80%) payments include: (i) the PEG Grant; (ii) costs of PEG Access Channel, interconnection and cablecasting obligations required by Section 5.1 and 5.2 above; or (iii) any other fees or payments required by applicable law, except as provided in Section 6.2, below; provided however, that said four and eight-tenths percent (4.80%) shall be a Franchise Fee, and subject to the five percent (5%) cap on Franchise Fees pursuant to Section 622(h) of the Communications Act (47 U.S.C. §542(b).

5.5. *PEG Operational Rules:* The Issuing Authority or PEG Access Designee shall require all local producers and users of any of the PEG facilities or PEG Access Channels to agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or PEG Access Designee shall establish rules and regulations for use of

PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and shall require all local producers and users of any of the PEG Access Channel facilities or PEG Access Channels to assume individual responsibility for any program-based liability including, but not limited to, liability for copyright infringement or defamation.

5.6. *Recovery of Costs:* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, costs of PEG interconnection, the PEG Access Support payments, and any other costs arising from the provision of PEG services and related payments required by this License, and to accurately reflect such costs as separately billed line items on each Subscriber's bill.

5.7. *Late Payments:* In the event that the PEG Grant, the PEG Access Support or the License Fee is not paid on or before the due date set forth in this License for such payment, then interest shall accrue from the due date until the date paid at the rate equal to 2% above the Prime Rate, as published in the *Wall Street Journal*.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section to provide PEG Access Channel programming VOD in the Town.

5.10. *Censorship:* Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access Programming over the Cable System.

5.11. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.12. *Leased Access:* The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. §532) with respect to designating channel capacity for commercial use.

5.13. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues (as defined above).

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

6.5. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.6. *Other Payment Obligations and Exclusions:*

6.6.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.6.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h)), nothing in the Communications Act or this License shall be construed to limit

any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.7. *Affiliates Use of System:* Use of the Cable System and the provision of Cable Services within the Town by Affiliates shall be in compliance with applicable federal and State laws and regulations and this License.

6.8. *Recomputation and Audit:* Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.7 above. If the Issuing Authority has reason to believe that any such payment is incorrect, it may notify the Licensee thereof in writing within one hundred eighty (180) days after receiving such payment. Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit for any two (2) year period of this License or such shorter period of time that may remain after the expiration of the initial two (2) year period of this License, which audit shall be subject to Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.7 above. The Town shall have the right to pursue any disputed amount not paid by Licensee in accordance with the enforcement provisions set forth in Article 13 of this License.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours, during which Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment; (ii) using a mailer; or (iii) establishing a reasonably convenient location for

the pick-up and exchange of Subscriber equipment. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* Subject to applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the Licensee's terms and conditions of service.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.1. *Open Books and Records:* Upon no less than thirty (30) business days written notice to the Licensee, the Issuing Authority or its designated authorized representative(s) shall have the right to inspect Licensee's books and records including all documents in whatever form maintained, including electronic media, pertaining to the Cable System or the Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of the Licensee in the State and on a reasonable and non-disruptive basis as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the purpose of the review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority or its representative(s). The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years, except if required by applicable law or regulation.

8.2. *Proprietary Books and Records:* If Licensee believes that the requested information is confidential and proprietary, the Licensee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) statement that the documents are available at the Licensee's designated offices within the State for inspection by the Town. The Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other Town-requested documents, consistent with applicable law, that are provided to the extent they are designated as such by the Licensee in accordance herewith, including, without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure.

8.3. *Privacy:* The Licensee shall take all reasonable steps required to ensure that it is able to provide the Town with all information that must be provided or may be requested under this License or applicable law, including the issuance of appropriate Subscriber privacy notices.

The Licensee shall be responsible for redacting any data that applicable law prevents it from providing to the Town. Nothing in this Article 8 shall be read to require a Licensee to violate federal or State law protecting Subscriber privacy.

8.4. *Copying of Books and Records:* The Town shall have the right to copy any such books and records, at the Town's expense, except to the extent that the Town's review as the Issuing Authority is prohibited pursuant to applicable law.

8.5. *Complete and Accurate Records:* The Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with the License. Unless otherwise provided in this License or by applicable law, all such materials and information shall be maintained for a period of three (3) years. Said records shall include, but not be limited to the following:

8.5.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.5.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.5.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.5.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.5.5. A map showing the area of coverage for the provisioning of Cable Services.

8.6. *Additional Reports:* The Licensee shall, upon written request by the Issuing Authority, provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.7. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide copies of proof of performance tests required by applicable law.

8.8. *Performance Evaluations:* The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 8.8 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or compel the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles) during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

9.1.1.2. Commercial Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) of operation and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease-each employee; and \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Issuing Authority, the Town, including its officials, boards, commissions, committees, agents and/or employees (hereinafter referred to as the "Town" for purposes of this Section 9.2) against all claims for damage, including without limitation damage to Persons or property, real and personal, suits, causes of action, proceedings and judgments, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System or the provision of Cable Services under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of its obligation to defend, indemnify and hold harmless the Town, provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.1. With respect to Licensee's indemnification obligations set forth in Section 9.2.1, Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics and responsibility laws and standards and the consent of the Town, which consent shall not unreasonably be withheld. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and amount of any such settlement, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense.

9.2.2. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors

for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

10.1. Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Seventy-Five Thousand Dollars (\$75,000) securing the performance of Licensee's obligations under this License. The Town may not attempt to collect under this bond unless thirty (30) days have passed since the Town provided the Licensee with written notice of its intent to collect under this bond. If within this thirty (30) day time frame, Licensee gives written notice it disputes entitlement to payments from Licensee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

10.2. Nothing shall permit the amount of the bond or any replacement bond to be less than the minimum amount required by Section 10.1 above. The Licensee shall not permit the performance bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the Town a substitute, renewal or replacement bond in conformance with applicable law. The Licensee shall not materially change the terms of said bond without the prior written consent of the Issuing Authority. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License. Recourse by the Town of remedies available under this Section 10 shall not be exclusive of other lawful remedies available to the Town at law and equity.

10.3. There shall be recoverable by the Town from the principal and surety, any and all amounts due to the Town and any and all damages, losses, costs, and expenses incurred by the Town resulting from the failure of the Licensee to comply with the material provisions of this License, to comply with all orders, permits and directives of any Town agency or body having jurisdiction over its acts or defaults, to pay fees or penalties due to the Town, or to pay any claims, taxes or liens due to the Town. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other associated expenses, provided that the total of such losses, costs and expenses recovered from the bond shall not exceed the amount of Seventy-Five Thousand Dollars (\$75,000).

11. TRANSFER OF LICENSE

11.1. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.2. *No Consent Required For Transfers Securing Indebtedness:* The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the Town within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.3. *No Consent Required For Any Affiliate Transfers:* Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.01). However, the Licensee shall notify the Town within thirty (30) business days if at any time a Transfer covered by this Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.4. *Transfer Procedures:* Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have one hundred twenty (120) days from the filing of a completed FCC Form 394 to take final action on it unless said one hundred twenty (120) day period is extended by applicable law, including by mutual consent of the parties. After one hundred twenty (120) days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law, including by mutual consent of the parties.

11.5. *Non-Waiver:* The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

11.6. *Transferee Subject to Terms and Conditions of License:* In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

12. RENEWAL OF LICENSE

The Issuing Authority and Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546), and the applicable provision of the Massachusetts Cable Law.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject non-compliance, it shall provide written notice of such to the Issuing Authority. The Issuing Authority shall provide the Licensee with a written response as to whether such cure has been effected.

13.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by Section 13.2 above, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, and if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10 above;

13.4.4. In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

13.4.5. Invoke any other lawful remedy available to the Town.

13.5. *Revocation Hearing:*

13.5.1. At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Unless otherwise agreed to, in writing, by the parties a complete verbatim record and transcript shall be made by the Issuing Authority of such hearing with the cost shared by the parties.

13.5.2. Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority de novo if permitted by applicable law. Licensee shall be entitled to such relief as the Cable Division or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

14.2. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations contained in Article 9 – Insurance and Indemnification and Article 10 – Performance Bond herein shall survive the revocation, termination or expiration date hereof.

14.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision herein that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Captions and Headings:* The captions and headings to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such captions and headings shall not affect the meaning or interpretation of the License.

14.5. *Exhibits:* The Exhibit to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibit, incorporated herein by reference and expressly made a part of this License.

14.6. *Recitals:* The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.7. *Equal Employment Opportunity:* The Licensee shall adhere to applicable Equal Employment Opportunity regulations of the FCC and to all federal, State and local laws pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Licensee.

14.8. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the party takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of its employees, its property, the public or public property. In the event that

any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

14.9. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's installation, maintenance or operation of the Cable System pursuant to this License.

14.10. *Warranties:* The Licensee represents and warrants to the Issuing Authority that, as of the Effective Date:

14.10.1. The Licensee is duly organized, validly existing and in good standing under the laws of its incorporation and is authorized to do business in the State;

14.10.2. The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and other corporate authority to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

14.10.3. This License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

14.10.4. There is no action or proceedings pending against the Licensee that would reasonably interfere with its performance of this License.

14.11. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

14.12. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114

Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Office of the Board of Selectmen
Medfield Town House
459 Main Street
Medfield, MA 02052

Medfield Town Counsel
Medfield Town House
459 Main Street
Medfield, MA 02052

14.13. *Entire Agreement:* This License and the Exhibit hereto constitute the entire agreement between Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties, except as otherwise provided herein.

14.14. *Severability:* If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.15. *No Third Party Beneficiary:* Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.16. *No Recourse Against Issuing Authority:* Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

14.17. *Town's Right of Intervention:* The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

14.18. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.19. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.20. *Jurisdiction:* Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute. This provision is not intended to limit the right of either party to remove a matter to Federal or State court in Massachusetts as permitted by law.

14.21. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

6/13/23 DRAFT

Town of Medfield Renewal License to
Verizon New England Inc. – __/__/2023

AGREED TO THIS ____ DAY OF _____, 2023.

TOWN OF MEDFIELD
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

Gus Murby

By: _____

Kevin M. Service
Senior Vice President of Operations-
Consumer and Mass Business
Markets

Osler L. Peterson

Eileen Murphy

Approved as to Form:

Approved as to Form:

William H. Solomon
Special Cable Counsel

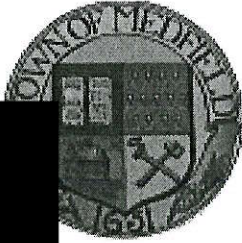
Verizon Law Department

EXHIBIT

EXHIBIT A – PUBLIC (MUNICIPAL AND SCHOOL) BUILDINGS TO BE PROVIDED
CABLE SERVICE UPON WRITTEN REQUEST OF THE ISSUING
AUTHORITY (SUBJECT TO SECTION 3.4)

EXHIBIT A
PUBLIC (MUNICIPAL AND SCHOOL BUILDINGS)
TO BE PROVIDED CABLE SERVICE
UPON WRITTEN REQUEST OF THE ISSUING AUTHORITY
(SUBJECT TO SECTION 3.4)

Middle School	24 Pound Street
High School	88R South Street
Library	468 Main Street
Cable Studio	18 North Meadow Road (Route 27)
Police Station	110 North Street
Town House	459 Main Street
Council on Aging	One Ice House Road
Water/Sewer	99 Bridge Street
Wheelock School	17 Elm Street
Memorial School	59 Adams Street



in accordance with Medfield Bylaws
Article IV. Police Regulations
Section 26 Solicitation

**Town of Medfield
Application to Solicit**

Date: 06/14

Applicant's Name: Shea Cafferty Booth

Home Address: [REDACTED]

Telephone No. [REDACTED]

Date of Birth

03/16

Social Security No. [REDACTED]

Height

Weight

185

Color: Hair [REDACTED]

Eyes

Blueish green

Motor Vehicle Operator's License No. & State [REDACTED]

Motor Vehicle Owner and Address: [REDACTED]

Motor Vehicle Registration No. [REDACTED]

Motor Vehicle Make: Toyota Model: Camry Year: 2015

Name of Business: Trinity Solar, Inc.

Business Address: 2211 Allenwood Road, Wall, NJ 07719

Nature of Business and goods to be sold: Solar salesman for trinity solar

Non-Profit (Y/N) (N) Other: Trinity solar

Permit Number (State or local if any): _____

License requested for what length of time: Present until Dec 31 2023

Days of week and hours of solicitation: Monday - Thurs 2:30 - 8:30

Fri 12-7 Sat 10-5

List of any others who will solicit in Medfield as part of application:

Name	Address	Date of Birth	SS#

Application Fee: \$10.00

Public Hearing will be required

Applicant's Signature: _____

Approved/Disapproved

Date: 6/26/23

Chief of Police



Commonwealth of Massachusetts

The Building Official Certification Committee

New Employee Report Form

s/bbrs/nureport2014_2

In accordance with 780 CMR R7, the "Rules and Regulations for the Certification of Inspectors of Buildings, Building Commissioners and Local Inspectors", all municipalities are required to report to the Board the name of any individual who is appointed as a building code enforcement official. Once reported, a file is created at the Office of the Board with the individual's name and date of hire. This file serves as the individual's official record for the maintenance of his/her certification, once received.

It is the responsibility of the individual seeking certification and the hiring municipality to ensure that all aspects of the certification process are met. 780 CMR R7 defines all requirements of the certification program.

Mail To: Board of Building Regulations and Standards Attn: Kimberly Spencer. One Ashburton Place ~ Room 1301. Boston, MA 02108

<u>DANA HINTHORNE</u>	<u>508 906-3007</u>
Name of New Employee	Building Department Phone Number
<u>JUNE 1, 2023</u>	<u>DHINTHORNE@MEDFIELD.NET</u>
Date of Appointment to current Position	Email
<u>MEDFIELD</u>	
Municipality	Municipalities new employee still employed with
<u>459 MAIN ST.</u>	<u>508 906-3007</u>
Bldg Dept Address	Phone Number
Appointed Position: <input type="checkbox"/> Inspector of Buildings ~ must have Local Certification, at the minimum	
<input checked="" type="checkbox"/> Building Commissioner ~ must have Local Certification, at the minimum	
<input type="checkbox"/> Local Inspector	
New Employee Certified as a building code enforcement official? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	

The appointing authority is the Mayor in a city and the Chairman of the Board of Selectmen in a town (see MGL c 143 § 3). *If the Mayor or Chairman of the Board does not sign this form a copy of the vote of appointment must be provided.*

I _____, _____ the Appointing Authority,

Name (please print) Title

hereby confirm that I have read and understand the minimum requirements of MGL c 143 § 3 regarding qualifications for building code enforcement officials. In signing this form, I attest to the fact that the candidate herein identified meets/exceeds such qualifications for the position for which he/she is being appointed.

Signature of Appointing Authority _____ Date _____

Notary Public _____ Date _____

Expiration of Commission _____ Seal _____

TO BE COMPLETED BY NEW EMPLOYEE ~ Conditional Inspector NOT already certified as a building code enforcement official

MA-RMV photo release signature: [Signature] Date of Birth: 3/3/62 SS#: _____ - _____ - _____
or CSL# 081680

AUTHORIZATION FOR RELEASE OF RMV INFORMATION: My signature above, or a photocopy thereof, authorizes the Department of Public Safety to electronically access my photograph from the Massachusetts Registry of Motor Vehicles database for use on this application. Individuals who do not hold a Massachusetts drivers license please submit a color Passport Photo 2 x 2 inches in size taken within the past 6 months showing current appearance.

FOR OFFICE USE ONLY

Date Qualifications Accepted: _____ Date Qualifications Denied and Reason: _____



Brittney Franklin <bfranklin@medfield.net>

Re: Medfield Meadows, Crossing, & Aura - 2023 Affordable Rent Requests

David Cashman [REDACTED]

Thu, Jul 6, 2023 at 9:12 PM

To: Kristine Trierweiler <ktrierweiler@medfield.net>

Cc: Katharine Kaplan [REDACTED] Sarah Raposa <sraposa@medfield.net>, Maria De La Fuente <mdelafuente@medfield.net>, Brittney Franklin <bfranklin@medfield.net>, Frank Gervasio <fgervasio@medfield.net>, Ed Coolbrith [REDACTED]

Hi Kristine:

I've had an opportunity to speak with ownership of Aura, cc'd here, and we would like to propose the following for EXISTING tenants:

Existing rents based on 2021 HUD income limits are:

1BR	2BR	3BR
\$1,908	\$2,104	\$2,290

For existing tenants, ownership proposes a 7.5% increase in rent upon lease renewal to:

1BR	2BR	3BR
\$2,051	\$2,261	\$2,461

We think this is reasonable given that it is still less than the 2022 program rents, never mind the 2023 program rents. Notwithstanding, the 2023 income limits apply with respect to applicant/tenant eligibility. The maximum 2022 and 2023 program rents, for context, would be:

1BR	2BR	3BR
\$2,123	\$2,346	\$2,556 (2022 rents)
\$2,267	\$2,510	\$2,740 (2023 rents)

For NEW tenants should there be a vacancy, ownership would request approval of the 2023 rents, in line with the approvals for Hillside Village and Meadows.

Thanks,

David Cashman

SEB Housing, LLC



TOWN OF MEDFIELD
Office of the
SELECT BOARD

Select Board

Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member

TOWN HOUSE
459 MAIN STREET
MEDFIELD, MA 02052-0315
(508) 906 3011
www.town.medfield.net

Town Administrator

Kristine Trierweiler

Assistant Town Administrator

Frank Gervasio

PRESS RELEASE

June 6, 2023

The Town of Medfield and its Select Board is formally and firmly making this statement against any and all hate crimes. The Select Board was recently notified by Medfield Together that Nazi theme pamphlets had twice been left at the Little Inclusive Library operated by Medfield Together in February 2023, after all the books there in the Little Inclusive Library for sharing had twice all been removed. The Select Board also learned that a swastika had been drawn on a wall at the Medfield High School, and that several peace flags in town had been torn down.

These are all unwelcome provocations in a town fully committed to acceptance & belonging of all peoples.



FY23 Goals: Status Update

Goal: Develop strategies to increase public participation and ensure that citizens have the opportunity to be actively engaged in planning and implementation of services.

- A. Finalize Committee Handbook to reflect most current information on the roles and responsibilities of committees and their members

Status: The Committee Handbook is on schedule to be completed by the end of the fiscal year.

- B. Work with Town Moderator and Town Clerk to develop a Town Meeting 101 Session

Status: In order to encourage attendance at the Annual Town Meeting, this goal was shifted to creating a communications and social media campaign designed to increase resident participation and engagement. This followed two informational sessions on the town meeting process hosted by the Town Moderator; and informational sessions by the Warrant Committee Chairs reviewing the all town meeting meetings. All sessions hosted by Medfield TV.

- C. Town Administrator Monthly Office Hours

Status: Monthly office hours have been held at various locations and times, and are scheduled to continue through the end of the fiscal year.

- D. Monthly Written Town Administrator Reports

Status: These reports have been published each month and are available on the town's website and social media accounts. Reports are scheduled to be published through the end of the fiscal year.

- E. Conduct survey of existing Board/Committee members

Status: This survey has been developed and will be distributed to all board and committee members prior to board and commission reappointments in June 2023.

Goal: Identify and advance opportunities for cooperation between Town departments, Medfield Public Schools, neighboring municipalities, non-profit organizations, and regional governments as ways to improve services and reduce costs.

- A. Investigate opportunity for a Human Services Department

Status: As reflected in the FY2024 budget, Kathy McDondald is now Director of Human Services/Outreach. The reporting structure has changed instead of directly reporting to the TA the COA Director, PH Nurse and the VSO now report to Kathy McDonald. We have already seen an tremendous increase in collaboration.

- B. Develop a Building Grounds and Open Space Maintenance and Improvement Plan Proposal

- a. Identify responsibility for building grounds, open space, and recreational parcels

Status: Identified and included in the Draft OSRP

- b. Prepare maintenance plan for all identified locations



Status: The maintenance plan for these parcels centers around the creation of a Grounds Division. However, due to budgetary pressures, the proposal of the new division was not included in the Fiscal 2024 budget for Town Meeting consideration. This is will be priority addressed in the Fiscal Year 2025 budget.

Goal: Continue to manage town finances in a fiscally prudent manner that strikes a proper balance between the funding of important town services and affordability for taxpayers.

A. Present American Rescue Plan Act (ARPA) project plan

Status: The Select Board has approved a plan for the full allocation of its U.S. Treasury ARPA funding. A portion of Medfield's Norfolk County ARPA allocation remains unspent given the requirements the County has put forth on what the funding can and cannot be spent on. The town continues to work with the Board of Water and Sewerage to identify projects that are allowable under the Norfolk County ARPA spending categories.

B. Submit FY2023 Budget for approval to the Government Finance Officers Association (GFOA)

Status: In December 2022, the GFOA awarded Medfield its Distinguished Budget Presentation Awards. The town is on schedule to submit our FY2024 budget for approval as well.

C. Capital Plan presented to Select Board prior to December 1, 2022

Status: Initial draft of the FY24 Capital Plan was presented to the SB in November

D. Oversee the development of an Annual Grant funding report to the Select Board by June 30, 2023

Status: This report, which will take the form of a page on the town's website, is on track to be scheduled by the end of the fiscal year.

E. Continue to work with and support the new Elementary School Project Committee

Status: The Town Administrator has attended each of the committee's meetings and continues to provide support to its members.

Goal: Provide support for implementing economic development initiatives and promote local businesses.

A. Written Select Board Policy for liquor licenses

Status: This policy is scheduled to be completed by the end of the fiscal year.

B. Identify funding source and implement wayfinding project identified in the Local Rapid Recovery Grant

Status: Our state legislative delegation secured the town an earmark for \$150,000 for this purpose in the 2022 Economic Development Bill.

C. Develop and Finalize *Welcome to Medfield* local business landing page

Status: This page is scheduled to be included in the new town website redesign to be published after the Annual Town Meeting.

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

Town Administrator Goals July 1, 2023 to June 30, 2024

Goal: Identify and advance opportunities for cooperation between Town departments, Medfield Public Schools, neighboring municipalities, non-profit organizations, and regional governments as ways to improve services and reduce costs.

Objective:

- A. Prepare options for creation of a Building and Grounds Department
- B. Investigate regional shared positions for Conservation Agent and Sealer of Weights and Measures

Goal: Continue to manage town finances in a fiscally prudent manner that strikes a proper balance between the funding of important town services and affordability for taxpayers.

Objective:

- A. Investigate and prepare options for the Select Board to consider for additional senior resident tax relief programs
- B. Investigate potential for tax mitigation fund for new elementary school project
- C. Study feasibility of health insurance changes to allow for savings both for the town and the employees
- D. Redesigning the budget process and timeline

Goal: Maintain Environmental quality and the sustainability of our community

Objective:

- A. Investigate and implement sustainable landscaping alternatives at the Town Hall
- B. Develop an effective tracking system for monitoring progress toward the achievement of the town's climate goals (TOMCAP PLAN)

Reappointments for FY24			
	Name	Recommended Action	Current Term Expires
Fire Chief	William C. Carrico II		2025
Chief of Police	Michelle Guerette		2025
Deputy Chief of Police	Barry McGrath		2026
Sergeants	Sergeant Daniel Burgess	Reappoint	2023
	Sergeant Wayne Sallale	Reappoint	2023
	Sergeant Garrett Ledbetter	Reappoint	2023
	Sergeant Joshua Souza	Reappoint	2023
Police Officers	Officer Roberty Flaherty	Reappoint	2023
	Detective Michelle Manganello	Reappoint	2023
	Officer Michael Downing	Reappoint	2023
	Officer Francis Thisse	Reappoint	2023
	Officer Daniel Neal	Reappoint	2023
	Officer John McKenna	Reappoint	2023
	Officer Jonathan Plant	Reappoint	2023
School Resource Officer	Detective Michelle Manganello	Reappoint	2023
Town Administrator	Kristine Trierweiler		2025
Treasurer/Collector	Georgia K. Colivas		2025
Director of Public Works	Maurice Goulet		2025
Town Accountant	Andrew Foster		2025

Reappointments for FY24			
	Name	Recommended Action	Current Term Expires
Town Counsel	Mark G. Cerel		2024
ADA Coordinator	Kristine Trierweiler	Reappoint	2023
Animal Control Officer	Jennifer Cronin	Reappoint	2023
	Robert LaPlante	Reappoint	2023
Charles River Natural Storage Area Designees			
	Maurice Goulet	Reappoint	2023
	Kristine Trierweiler	Reappoint	2023
Constables and Keepers of the Lockup			
	Sergeant Daniel Burgess	Reappoint	2023
	Sergeant Wayne Sallale	Reappoint	2023
	Sergeant Garrett Ledbetter	Reappoint	2023
	Sergeant Joshua Souza	Reappoint	2023
	Officer Roberty Flaherty	Reappoint	2023
	Detective Michelle Manganello	Reappoint	2023
	Officer Michael Downing	Reappoint	2023
	Officer Francis Thisse	Reappoint	2023
	Officer Daniel Neal	Reappoint	2023
	Officer John McKenna	Reappoint	2023
	Officer Jonathan Plant	Reappoint	2023
Chief Procurement Officer	Kristine Trierweiler	Reappoint	2023

Reappointments for FY24			
	Name	Recommended Action	Current Term Expires
Contract Compliance Officer	Kristine Trierweiler	Reappoint	2023
Director of Grave Markers for Veterans	Frank Iafolla	Reappoint	2023
Fair Housing Officer	Kristine Trierweiler	Reappoint	2023
Field Driver and Fence Viewer	Dana Hinthorne	Appoint	
INSPECTIONS			
Building Comissioner	Dana Hinthorne	Appoint	
Alernate Building	Joseph Doyle	Reappoint	2023
Alternate Building	John Mee	Reappoint	2023
Alternate Building	Donald J. Colangelo	Reappoint	2023
Plumbing	John A. Rose, Jr.	Reappoint	2023
Alternate Plumbing	Robert Persiak	Reappoint	2023
Alternate Plumbing	James Coakley	Reappoint	2023
Alternate Electrical	William A. Cooke, Jr.	Reappoint	2023
Alternate Electrical	William Mancini	Reappoint	2023
Atlerate Electrical	Mike Giampietro	Reappoint	2023
Inspector of Animals	Jennifer Cronin	Reappoint	2023
Keepers of the Town Clock	Marc R. Tishler	Reappoint	2023
	David P. Maxson	Reappoint	2023
Local Auction Permit Agent	Brittney Franklin	Reappoint	2023

Reappointments for FY24			
	Name	Recommended Action	Current Term Expires
Local Water Resource Management Official	Maurice Goulet	Reappoint	2023
MAPC/ Three Rivers Interlocal Council (TRIC)	Maria De La Fuente	Appoint	
Measurer of Wood and Bark			
Medfield MBTA Advisory Board Designee	Kristine Trierweiler	Reappoint	2023
Munipal Census Supervisor	Marion Bonoldi		2024
Norfolk County Advisory Board	Gustave H. Murby	Reappoint	2023
Parking Clerk and Hearing Officer	Marion Bonoldi		2024
Police Matrons			
Pound Keeper	Jennifer A. Cronin	Reappoint	2023
Public Weigher			

Reappointments for FY24			
	Name	Recommended Action	Current Term Expires
Rep to Regional Hazardous Waste Committee	Maurice Goulet	Reappoint	2023
Rep to Neponset Watershed Initiative Committee	Kristine Trierweiler	Reappoint	2023
Right to Know Coordinator	William Carrico	Reappoint	2023
Sealer of Weights and Measurers			
Superintendent of Insect Pest Control	Edward M. Hinkley	Reappoint	2023
Town Greeter			
Town Historian	Richard DeSorgher	Reappoint	2023
Traffic Supervisors	Joanne O'Rourke	Reappoint	2023
	Melissa Sawyer	Reappoint	2023
	Jennifer Disinger	Reappoint	2023
	Angela Brown	Reappoint	2023
	Lisa Visser	Reappoint	2023
Veterans Service Officer	Melissa Bingham	Appoint	

Reappointments for FY24			
	Name	Recommended Action	Current Term Expires
Wireless Communication Advisor	David Maxson	Reappoint	2023
Zoning Enforcement Officer	Dana Hinthorne	Appoint	

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE POLICY

As of xxxx xx, 2023

As the licensing authority for the Town of Medfield, the Select Board issues One Day Liquor Licenses under Massachusetts General Law Chapter 138 Section 14.

One day liquor licenses are necessary for events that are held at facilities that don't hold a traditional liquor license. These include events taking place on public property, events open to the public, or other events where alcohol is being sold or tickets to an event includes the price of alcohol.

Hours of Sale: The hours during which sales of alcoholic beverages may be made by a special license shall be fixed by local authorities, but no special licensee may sell or deliver any alcoholic beverage between the hours of 2 A.M. and 8 A.M.

No person may be granted a one day liquor license for more than 30 days per calendar year, no one day liquor licenses will be granted to any person while their application for an annual license under Section 12 is pending before the licensing authorities, and no one day liquor license will be granted to any premises that has an alcoholic beverages license. No more than one license can be issued for a premises at one time.

Wine and Beer Only Licenses are available to all individuals or organizations, while All Alcohol Licenses are limited to non-profit groups. Licenses may only be issued to a person, not an organization, who is 21 years old or older. One day liquor licenses are valid only for the day of the event. If the event is outdoors, the one day liquor license would also include the rain date specified by the applicant so there is no need to reapply. However, we do ask the applicant notify the Town Administrator's office if their event was cancelled due to weather and are using the rain date as specified in the original request. To apply, provide the required supporting documentation and a completed application to the Office of the Town Administrator at the latest by the Tuesday before the next Select Board Meeting. If you have any questions please call 508-906-3012 or email bfranklin@medfield.net.

Required supporting documentation:

1. Completed Town of Medfield Application Form
2. Check payable to the Town of Medfield for the application fee
3. Sketch of area where liquor is to be served to include floor plan or drawing of exact area where liquor will be served and where it will be consumed.
4. Copy of a valid bartender training certificate (TIPS or ServSafe) for anyone who will be serving alcohol at the event

5. Copy of certificate of liability insurance showing proper insurance coverage and naming the Town of Medfield as an additional insured. Coverage should be provided for fire, premises liability and liquor liability. Minimum coverage for liquor liability must be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
6. Non-profit applicants applying for an all-alcohol permit must submit proof of non-profit status

Once deemed complete, the application will be voted upon by the Select Board at one of their next regularly scheduled meetings. The applicant's attendance at the meeting is not required unless informed otherwise, but is welcome and may facilitate the approval in cases where questions and/or issues arise. Applicants may be required to submit further information or documentation in support of their application. The Select Board may issue further conditions or restrictions as they deem to be in the public interest.

Persons holding a one day liquor license must purchase alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer brewer or special permit holder. One day liquor license holders cannot purchase alcoholic beverages from a package store. Here is the link to the [ABCC website](#) with the current list of authorized sources.

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

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ONE DAY LIQUOR LICENSE APPLICATION

Applicants Name: _____ Email: _____

Street Address: _____ Telephone: _____

City/Town, State: _____

Event and Purpose:

Location of Event: _____

Date and Hours of Event: _____

Type of License Requested: All Alcohol (fee) ____ Or Malt/Wine only (fee) ____

Sketch of Area Where Liquor to be Served attached: Yes ____ No ____

Copy of Valid Bartender Trainings attached: Yes ____ No ____

Copy of Certificate of Liability Insurance attached: Yes ____ No ____

If Requested All Alcohol License, proof of non-profit status attached: Yes ____ No ____

Signature of Applicant

Date filed

Licensing Authority Signature

Date approved

Conditions: _____

**OFFTAKER ESTOPPEL CERTIFICATE
(TOWN OF MEDFIELD DEPARTMENT OF PUBLIC WORKS)**

Dated as of: [____], 2023

Reference is made to that certain Power Purchase Agreement dated August 16, 2022 (the “PPA”) and the Lease Agreement dated August 16, 2022 (the “Lease” together with the PPA, the “Agreement”) executed by Sollect Energy Development LLC, a Massachusetts limited liability company (the “Original Power Provider”) and the Town of Medfield, Massachusetts (“Counterparty”), as assigned to Sollect Energy Lessee LLC, a Delaware limited liability company (the “Company”) after the execution of the Agreement relating to that certain solar photovoltaic electric generating system located at 55 North Meadows Rd., Medfield, MA 02052 (the “Project”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. Unless otherwise stated herein, the “Company” shall mean collectively the “Original Power Provider and the Company.”

This Estoppel Certificate (“Estoppel”), made for the benefit of Key Equipment Finance, a division of KeyBank National Association (“Key”), is delivered pursuant to Section 21(c) of the PPA in connection with (a) the sale of the Project to Key and leaseback of the Project to Company, and (b) collateral assignment and grant to Key of a first priority security interest in all of Company’s right, title and interest in, to and under the Agreement.

Acknowledging that Key, its successors and assigns, (collectively, the “Reliance Parties”) will rely hereon, the undersigned Counterparty does hereby represent and warrant to the Reliance Parties as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the PPA, including all exhibits and schedules thereto, as in effect on the date hereof.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Lease, including all exhibits and schedules thereto, as in effect on the date hereof.
3. Except as set forth herein, as of the date hereof, the Agreement represents the entire agreement between Counterparty and Company, with respect to the Project and the Premises, and the Agreement is in full force and effect and has not been amended in any way, other than as specifically identified in Exhibit A or Exhibit B.
4. Counterparty hereby ratifies and confirms all of the terms and provisions of the Agreement and agrees that all of such terms and provisions, as amended hereby, remain in full force and effect.
5. Counterparty has not transferred or assigned any interest in the Agreement.
6. All representations and warranties made by Counterparty in the Agreement are true and correct as of the date hereof.
7. There are no actions pending against Counterparty under the bankruptcy laws or any similar laws of the United States or any state.
8. Counterparty is not aware of any Force Majeure Event excusing the performance of either party under the Agreement, except as described in Exhibit C attached hereto and which Counterparty has accepted as a Force Majeure Event (the “Accepted Force Majeure Event”).

9. All fees, rental payments and other consideration due under the Agreement through and including the date hereof have been paid. There are no additional fees, rental payments or any other consideration of any type that are presently due under the Agreement.

10. All liquidated damages, if any, owed by or to Counterparty as of the date hereof have been paid or waived by the non-owing party.

11. Counterparty has not given to or received from Company written notice of an Event of Default under the Agreement.

12. Counterparty has not received written notice nor has knowledge that it is in violation of any governmental law or regulation applicable to its interest in the Premises or any adjacent property owned by Counterparty and its operation thereon, including, without limitation, any environmental laws and Counterparty has no reason to believe that there are grounds for any claim of any such violation.

13. There are no proceedings pending or, to Counterparty's knowledge, threatened against or affecting Counterparty in any court or by or before any governmental authority, arbitration board or tribunal that could reasonably be expected to have a material adverse effect on the ability of Counterparty to perform its obligations under the Agreement.

14. The execution, delivery, and performance by Counterparty of the Agreement has been duly authorized by all necessary governmental, corporate, partnership, limited liability, or other action on the part of Counterparty and does not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made. Counterparty, and the person(s) executing this Estoppel on behalf of the Counterparty, are duly authorized to do so.

15. Counterparty acknowledges that Key is a Financing Party under the Agreement and shall have all rights and benefits of a Financing Party therein.

16. Counterparty acknowledges and agrees that the Reliance Parties may rely upon the statements made in this Estoppel. This Estoppel shall have the effect of estopping the undersigned and its successors and assigns from making any assertions contrary to the contents hereof.

17. This Estoppel shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel to be duly executed and delivered by its duly authorized officer as of the date set forth above.

COUNTERPARTY:

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Name (printed): _____
Title: Board of Selectmen, Town of Medfield, MA

By: _____
Name (printed): _____
Title: Board of Selectmen, Town of Medfield, MA

By: _____
Name (printed): _____
Title: Board of Selectmen, Town of Medfield, MA

AGREED TO AND ACKNOWLEDGED BY:

COMPANY:

SOLECT ENERGY LESSEE LLC

By: Solect Energy Development LLC, its Sole Member

By: _____
Name (printed): James R. Dumas
Title: Chief Financial Officer and Authorized Signatory

EXHIBIT A

The PPA

<See attached>

POWER PURCHASE AGREEMENT

For

Town of Medfield Department of Public Works

Dated as of

between

Town of Medfield
459 Main St.
Medfield, MA 02052

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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- EXHIBIT F – ESTIMATED ANNUAL PRODUCTION
- EXHIBIT G – INSURANCE REQUIREMENTS

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**” or “**PPA**”) is entered into as of _____, (the “**Effective Date**”), by and between Town of Medfield, a municipality with an address of 459 Main St., Medfield, MA 02052 (“**Host**”), and Solect Energy Development LLC, (“**Solect**” or “**Provider**”) a Limited Liability Company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider’s participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the “**Lease**”) pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. **TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “**Term**” shall mean all of the Initial Period and the Operations Period, unless the

Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall deliver a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that

minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy.
The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an

invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal) addressed as follows:

To Host: Town of Medfield
 459 Main St
 Medfield, MA 02052

Attention: Kristine Trierweiler
Email: ktrierweiler@medfield.net

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the tenth (10th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the tenth (10th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to

Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider

for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the Town of Medfield to establish fixed payments in lieu of personal property tax in amounts not to exceed those set forth on Exhibit A-1 hereto. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, then Host acknowledges and agrees that Provider shall have the right to modify the rates set forth on Exhibit A hereto and Provider will prepare and the Parties shall execute an amendment to this Agreement in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

Host and Provider have agreed that the assessed value of the lease of the rooftop for the Term, equals \$4/square foot, which is based on an assessed value of Fifty Thousand Dollars (\$50,000) for the Term. Based on this agreed upon valuation, real property taxes related to the existence of the Project on the Premises shall be and have been calculated and assessed (not included in a PILOT) using the following methodology:

- Valuation of the rooftop lease;

- Calculate the total square feet of the rooftop occupied by the Project;
- Apply the calculated rate per square foot to the total square feet of the area occupied by the Project;
- Apply the property tax rate

Calculated real property tax liability:

\$/sq. ft rooftop value = \$4.00

PV System area = 12,500 square ft

Medfield Tax rate: .01742/\$1,000

Tax amount Year 1 = \$871.00

If, in any tax year, Provider is assessed real property taxes that exceed the amount of Nine Hundred Seventy-one Dollars (\$971.00) or are less than the amount of Seven Hundred Seventy-one (\$771.00), then Host acknowledges and agrees that Provider shall have the right to modify the rates set forth on Exhibit A hereto and Provider will prepare and the Parties shall execute an amendment to this Agreement in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric

energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 (“MA Public Records Law”) the provisions of the MA Public Records Law will govern Host’s obligations under Section 14(b) and this Section 14(c), including Provider’s right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees (“Host’s Indemnified Parties”), from and against all Losses incurred by the Host Indemnified Parties to the extent arising

from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its shareholders, directors, officers, and employees ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification

is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of

clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of

calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and

Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an “Assignment”) this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider’s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider’s right, title and interest in and to this Agreement, provided the Financing Party or proposed Purchaser is a financial institution or at least as creditworthy as Provider.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

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

(B) Opportunity to Cure Default. The Financing Party 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 Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider’s interests under this Agreement or has otherwise assumed Provider’s obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such 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 sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults 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 then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this

Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process

may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Town of Medfield
459 Main St
Medfield, MA 02052
Attention: Kristine Trierweiler
Email: ktrierweiler@medfield.net

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

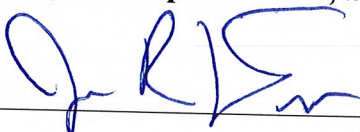
(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

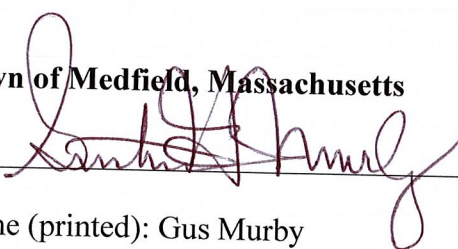
By: 

Name (printed): James R. Dumas

Title: CFO and Authorized Signatory

Date: _____

Town of Medfield, Massachusetts


By: 

Name (printed): Gus Murby

Title: Board of Selectmen, Town of Medfield, Massachusetts

Date: 8/16/22

Town of Medfield, Massachusetts

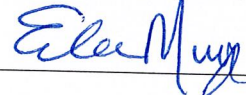
By: 

Name (printed): Osler Peterson

Title: Board of Selectmen, Town of Medfield, Massachusetts

Date: 8/17/22

Town of Medfield, Massachusetts

By: 

Name (printed): Eileen Murphy

Title: Board of Selectmen, Town of Medfield, Massachusetts

Date: 8-15-22

GLOSSARY OF TERMS

“Access Rights” means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Avoided Energy Price” means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

“Construction Start Date” means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW, not to exceed \$15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated

to pay and does pay, to third parties for permits, interconnection application fees and studies, SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, 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 Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means the entity identified as Host in the recitals, and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lease” has the meaning provided in the Recitals hereof.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider, collectively.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Production Excess” has the meaning set forth in Section 7(b)(i).

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“SMART Incentive Payment Effective Date” means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions 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 Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

The PPA \$/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 5	
SMART Incentive Amount	\$.15501
PPA Rate (\$/kWh)	\$.0414

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PILOT (Payment In Lieu of Taxes) amounts shown on Exhibit A-1.
- Prices shown do not include Costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), or such other steel index as is agreed with PowerOptions.
- Price is contingent upon the scope of work directly related to the equipment and labor associated with the solar facility as indicated in Exhibit C

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate

does not exceed a Maximum PPA Rate of: \$.10/kWh unless the parties have reached agreement on a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 3% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	\$0.1222
2	\$0.1259
3	\$0.1296
4	\$0.1335
5	\$0.1375
6	\$0.1417
7	\$0.1459
8	\$0.1503
9	\$0.1548
10	\$0.1594
11	\$0.1642
12	\$0.1691
13	\$0.1742
14	\$0.1794
15	\$0.1848
16	\$0.1904
17	\$0.1961
18	\$0.2020
19	\$0.2080
20	\$0.2143

EXHIBIT A-1
PILOT AMOUNTS

Year	PILOT Amount
1	\$1,388.16
2	\$1,346.52
3	\$1,306.12
4	\$1,266.94
5	\$1,228.93
6	\$1,192.06
7	\$1,156.30
8	\$1,121.61
9	\$1,087.96
10	\$1,055.32
11	\$1,023.66
12	\$992.95
13	\$963.16
14	\$934.27
15	\$906.24
16	\$879.05
17	\$852.68
18	\$827.10
19	\$802.29
20	\$778.22
Total	\$21,109.55

EXHIBIT B

EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	\$699,371	N/A
2	\$650,878	N/A
3	\$601,616	N/A
4	\$581,084	N/A
5	\$530,149	N/A
6	\$478,306	N/A
7	\$425,501	\$326,049
8	\$401,226	N/A
9	\$375,876	N/A
10	\$349,390	\$240,716
11	\$332,417	N/A
12	\$316,684	N/A
13	\$300,297	N/A
14	\$283,218	N/A
15	\$265,407	\$139,424
16	\$243,671	N/A
17	\$220,927	N/A
18	\$197,117	N/A
19	\$172,180	N/A
20	\$146,049	N/A

EXHIBIT C

DESCRIPTION OF SITE

Property Address: 55 North Meadows Rd., Medfield, MA 02052

The land and improvements thereon known and numbered as 55 North Meadows Rd., Medfield, MA, Map 42, Lot 140 and Map 48, Lot 027, being the site of the Town of Medfield Department of Public Works garage and facility. Being the same property that is the subject of the Special Permit granted in the Town of Medfield Board of Appeals Decision recorded with the Norfolk County Registry of Deeds on October 4, 2013, in Book 31803, Page 540.

For Landlord's title see Document No. 55494 noted on Certificate No. 18400 and recorded with the Norfolk Country Registry of Deeds, Land Court Division on October 9, 1934 and the Order of Taking recorded with the Norfolk County Registry of Deeds on May 1, 1970 in Book 4660, Page 678, copies of which are set forth below:

55
 Statute Form of
 55494
 Quitclaim Deed
 AN
 OFFICIAL
 GEN. CO. AND CCY

NON
 T
 AN
 OFFICIAL
 COPY

TO
 INHABITANTS OF THE TOWN OF
 MEDFIELD

Norfolk County Registry District

OCT 9 1934

RECEIVED FOR REGISTRATION
 10 O'CLOCK 25 M
 NOTED ON CERTIFICATE NO. 18490
 IN REGISTRATION BOOK 2, PAGE 209

..... 192
 at o'clock and minutes m.

Received and entered with

..... Deeds

Book Page

Attest:

Register.

FROM THE OFFICE OF
 Frank D. McCarthy
 60 State Street
 Boston, Mass.

Published by
 LAWYERS' PUBLISHING CO.
 Boston, Mass.

Every deed in substance in the above form when duly executed shall have the force and effect of a deed in fee simple to the grantee, his heirs and assigns to his and their own use, with covenants on the part of the grantor for himself, his heirs, executors, administrators, and successors, with the grantee, his heirs, successors and assigns, that at the time of the delivery of such deed the premises were free from all encumbrances made by him and that he will, and his heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other.

EXTRACT FROM CHAPTER 502, SECTION 3, ACTS OF 1912.

(THE FOLLOWING IS NOT A PART OF THE ACT, AND IS NOT TO BE DEEMED.)

I, Geni Catannoci, ^{N O T} of Medfield, Norfolk County, ^{N O T} Massachusetts
^{A N} O F F I C I A L O F F I C I A L
C O P Y C O P Y

•f--

County, Massachusetts

being unmarried, for consideration paid, grant to the Inhabitants of the Town of
Medfield, a municipal corporation duly established under the laws
of the Commonwealth of Massachusetts

•f--

with quitclaim covenants

the land in- a certain parcel of land situated in the northerly part of
said Medfield and shown as Lot C on ^(Description and encumbrances, if any) "plan of land in Medfield, Mass.
subdivision of land court case 185 B. Land Court Certificate 5772,
E. Worthington, Engineer, June 12, 1934" and to be recorded herewith
and bounded and described as follows: Beginning at a stone point
on the northerly side of Grove St., thence bounded westerly by land
now, or formerly, of Dasey E. Wilber 774.87 ft.; northerly by other
land of said Wilber 376.66 ft.; southeasterly by land of the Town
of Medfield in part and in part by land of Geni Catannoci 945.52 ft.
to point of beginning. Containing, according to said plan,
177,522 sq. ft.

For my title reference may be had to Norfolk Registry
District of Land Court as ~~document No.~~ ^{noted on Certificate}
of Title No. 5772.

I, Vingenza B. Catenacci wife of said grantor
release to said grantee all rights of dower and homestead and other interests therein.

Witness ~~my~~ ^{our} hands and seals this fourth day of October 1934.

Witness to said deed
James D. [unclear]

Geni Catenacci
Vingenza B. Catenacci
Commonwealth of Massachusetts

Norfolk, ss.

October 4, 1934.

Then personally appeared the above named Geni Catenacci
and acknowledge the foregoing instrument to be his free act and deed,
before me

James D. [unclear]
Notary Public
Justice of the Peace.
My commission expires Dec 23, 1938.

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

October 11, 1934

C.B. Humphrey, Engr.
Land Court
Boston, Mass.

In re Case No. 185

Dear Sir:

We are enclosing herewith the following in order that subdivision plan may be made therefrom: Document No. 55494 Deed Catanacci to Town of Medfield, Owner's Duplicate Certificate No. 5772, plan and fee of five dollars.

Very truly yours,

Acting Assistant Recorder.

Engineering Dept.

Case No.

The Commonwealth of Massachusetts

185C

NOT
AN
OFFICIAL
COPY

Land Court
Boston

NOT
AN
OFFICIAL
COPY

October 22 1934

C.E.Houghton, Acting Asst.Recorder,
Registry of Deeds,
Dedham, Mass.

Dear Sir:--

We are returning herewith duplicate certificate of
title No.5772, Geni Catenacci owner, also document 55494, and
beg to advise that subdivision plan 185C will be forwarded you
within a few days.

Very truly yours,

E. B. Humphrey
R

Engineer for Court

with
55499

Annual Town Meeting---March 5, 1934

OFFICIAL OFFICIAL

Article 17. ^{C @ P} See if the town will vote to transfer the sum of \$900 from the Lowell Mason School Fund to the Sewer Department for the purchase of approximately 4 acres of land owned by Gemi Catenacci and approximately 21 acres of land owned by Daisey Wilbur adjoining the present sewer beds.

Article 17. The Finance Committee recommended this article be accepted.

Voted, to accept the recommendation.

Grace W. Everett.
Town clerk.

with
55194

NOT
AN
OFFICIAL
COPY

NOT
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COPY

I, Grace W. Everett, of Medfield, Norfolk County, Massachusetts, on oath depose and say that I am the duly elected and qualified clerk of the Town of Medfield; that the deed from Geni Catenacci to the Town of Medfield and duly recorded with the Norfolk County Registry of Deeds, Land Court Division, Docket No. 55494, is the same parcel of land which the Town voted to purchase at the annual Town Meeting held on March 11, 1934.

Grace W. Everett

Commonwealth of Massachusetts

Norfolk, ss.

October 31st 1934.

Then personally appeared the above named Grace W. Everett and made oath that the foregoing statement by her subscribed is true to the best of her knowledge, belief and opinion,

Before me,

Francis D. Carter
Notary Public.

my Comm. Expires
Dec 23, 1935

See also Transfer Certificate of Title from Transfer Certificate No. 5772 originally registered March 24, 1922, in Registration Book 29, Page 172 for the Registry District of Norfolk County and transferred to Certificate No. 18400 which is recorded with the Norfolk County Registry of Deeds, Land Court Division on October 9, 1934, and described as follows:

Transfer Certificate of Title.

No. 13400

42-140

From Transfer Certificate No. 5772, Originally Registered March 24, 1922, in
Registration Book 29 Page 172 for the Registry District of Norfolk County.

This is to Certify that the Town of Medfield, a municipal corporation duly organized
and existing under the laws of the Commonwealth of Massachusetts,

of in the County of and Commonwealth of Massachusetts,
married to -

is the owner in fee simple

of that certain parcel of land situate in MEDFIELD

in the County of Norfolk and said Commonwealth, bounded and described as follows:

Northwesterly, seven hundred seventy four and 87/100 (774.87) feet,
Northerly, three hundred twelve and 86/100 (312.86) feet, and
Northeasterly, sixty three and 80/100 (63.80) feet by land now or formerly of
Blanche E. Mitchell;
Southeasterly by land now or formerly of the Town of Medfield, three hundred
fifty eight (358) feet; and
Southeasterly again by land now or formerly of Genl. Catonacci, five hundred
eighty seven and 52/100 (587.52) feet.

Said parcel is shown as lot C on a plan drawn by E. Worthington, Engineer,
dated June 12, 1934, as approved by the Land Court, filed in the Land Registration
Office as No. 1350, a copy of a portion of which is filed in Norfolk Registry
District with Certificate No. 13400, Vol. 92.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws,
and that the title of said Town of Medfield

to said land is registered under said chapter, subject, however, to any of the encumbrances mentioned in Section forty-six
of said Chapter, which may be subsisting, and subject also to the encumbrances noted on next page of
this certificate.

WITNESS, CHARLES THORNTON DAVIS, Esquire, Judge of the Land Court, at Dedham, in said County of
Norfolk, the ninth day of October in the year nineteen hundred and
thirty-four, at 10 o'clock and 25 minutes in the forenoon.
Attest with the Seal of said Court,

E. Worthington

ACTING Assistant Recorder.

42-140

ORDER OF TAKING

TOWN OF KEDFIELD

NORFOLK COUNTY, MASSACHUSETTS

APRIL 7, 1970

IN THE BOARD OF SELECTMEN

WHEREAS at the 1970 Annual Town Meeting of the Town of Kedfield, the voters acting upon Article 38 of the warrant for said meeting, by a count of 369 for and 25 against, adopted the following vote:

"Voted to authorize the Board of Selectmen to acquire by purchase, taking by eminent domain or otherwise, additional land for dump purposes, shown on the Town of Kedfield Assessors' maps as part of lots 847 and 848, adjacent to the present Town dump and that the sum of \$16,200.00 be raised and appropriated for that purpose."

NOW THEREFORE, acting under the provisions of Massachusetts General Laws, Chapter 40, Section 14 and Chapter 79 of said General Laws, and all other acts thereto enabling the Board of Selectmen of the Town of Kedfield, Commonwealth of Massachusetts, adjudges that public necessity and convenience require that the Town of Kedfield acquire by eminent domain for dump purposes all title to the land in said Kedfield referred to in the aforementioned Town Meeting Vote.

IT IS NOW ORDERED that there be and hereby is taken by eminent domain all right, title, fee and interest, including all trees and structures thereon, in behalf of the said Town of Kedfield the aforesaid land more particularly bounded and described as follows:

PARCEL ONE. Commencing at the point of intersection of the Southerly line of West Street with the Southerly line of the right of way of the Penn Central Railway Company; thence running by land now or formerly of P. Stokes Gaither and Elizabeth H. Gaither the following four courses and distances: S. 18° W. 191 feet to a stake and stone; running thence S. 68° E. 430 feet to a stake and stone; running thence N. 40° E. 175 feet to a marked telephone pole by the right of way of said Railway; running thence in a Southeasterly direction along side said Railway 375 feet to a corner of land now or formerly of P. Stokes Gaither and Elizabeth H. Gaither; running thence by said land S. 65° W. 52 feet to an old ditch; thence following said ditch S. 18° E. 294 feet to the corner of another ditch by land now or formerly of D.D. Curtis; thence following said ditch in a Southwesterly direction 1140 feet to the corner with another ditch; thence along said ditch by land now or formerly of Jonathan Battelle N. 57½° W. 322 feet to a maple tree; thence N. 79° W. 115 feet to a pile of stones; thence N. 22° E. 179 feet to a big stump on the edge of the swamp; thence N. 21° W. to a stake and stones at the corner of land now or formerly of Robert Powell; thence by line of said ditch N. 58° E. 175 feet to corner with another ditch; thence by line of said ditch N. 30° W. 450 feet to corner with another ditch at land now or formerly of J.P. Tobbeday; thence by line of said ditch N. 56° E. 140 feet to a stone wall; thence N. 27° E. 100 feet to a wall in the Southerly side of West Street; thence following in an Easterly direction along West Street to the point or place of beginning, containing approximately 25½ acres, and shown as part of lot 848 on the Kedfield Assessors' Maps, excluding therefrom approximately 3.94 acres as shown on a plan of land

entitled "Plan of Land in Medfield to be conveyed by Frederick Bowers and Grace A. Bowers to Town of Medfield, November 1953" filed as Plan No. 3224/64 with Norfolk Registry of Deeds, which has previously been acquired by said Town of Medfield.

PARCEL TWO. Beginning at the intersection of the Southerly line of West Street and the Westerly line of the right of way of the Penn Central Railway Company; thence running South 18° West 191 feet to a stake and stones; thence running South 68° ^{East 116} ~~West~~ 429 feet; thence running South 55° East 198 feet to a stake and stones; thence running North 40° East 170 feet to a marked telegraph pole; thence running Northwesterly by said right of way of said Railway to the point of Beginning; containing approximately 2.6 acres and shown as part of lot 847 on the Medfield Assessors' Maps.

No betterments are to be assessed in connection with this taking.

Damages have been determined to be \$16,200. and award in that amount is made as follows:

<u>Supposed Owner</u>	<u>Title Reference</u>	<u>Lot No.</u>
Elizabeth H. Gaither	34 ²⁵ - 259*	848
Elizabeth H. Gaither	2546 - 174*	847

We hereby certify that the foregoing is a true copy of an Order passed by this Board on April 7, 1970.

Henry D. Keller
Laurence C. Alar

Walter G. Kelso
 Board of Selectmen
 Town of Medfield

Recorded May 1, 1970 at 10h.13m.A.M.

DESCRIPTION OF PREMISES

The Premises is benefited by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

- #482 Tier 1 480W solar PV modules or equivalent
- #4 Sollectria PVI 50TL inverters or equivalent
- EcoFoot Equilibrium ballast solar racking system, or equivalent, and Unirac pitched roof fasteners, or equivalent
- Monitoring equipment, combiner, disconnect, breaker, production meters, conduit, wire and remaining balance of system materials.

Equipment list may change during the course of the Project

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	251,224	11	237,743
2	249,842	12	236,436
3	248,468	13	235,135
4	247,101	14	233,842
5	245,742	15	232,556
6	244,391	16	231,277
7	243,046	17	230,005
8	241,710	18	228,740
9	240,380	19	227,482
10	239,058	20	226,231

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT B

The Lease

<See attached>

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of _____, 2022, (the “**Effective Date**”) by and between Town of Medfield (“**Host**”), and Solect Energy Development LLC (“**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider’s participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the “**Site**” or the “**Property**”) and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the “**Premises**”) available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the “**Project**”); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the “**PPA**”) describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

3. LEASE RIGHTS.

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the “**Permitted Uses**”), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host’s approval and shall be at locations that minimize any disruption to Host’s activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider’s reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures at Provider's cost, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: N/A.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing, to Provider no less than 60 days prior to the commencement of construction

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: N/A.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property. In no case shall Provider's installation of the Project adversely affect the integrity of the Building's roof, which shall be as leak proof as it was prior to installation, ordinary wear and tear excepted; Provider shall indemnify, hold harmless, and defend Host from and against all Losses incurred by Host to the extent arising from or out of damage to the roof or interior of Host's building resulting from Provider's failure to comply with the requirements of this paragraph.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

6. **RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. **INTENTIONALLY OMITTED.**

8. **PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent

allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project,

Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

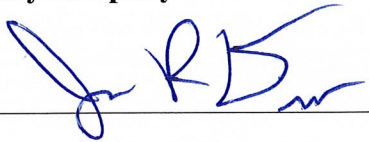
25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

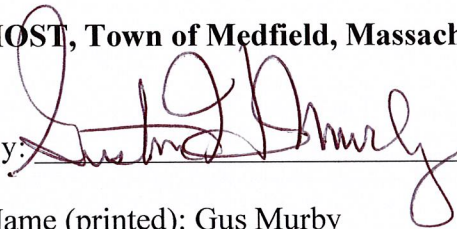
PROVIDER, Solect Energy Development LLC, a Massachusetts limited liability company

By: 

Name (printed): James R. Dumas

Title: CFO and Authorized Signatory

HOST, Town of Medfield, Massachusetts

By: 

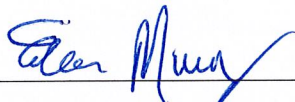
Name (printed): Gus Murby

Title: Board of Selectmen, Town of Medfield, Massachusetts

By: 

Name (printed): Osler Peterson

Title: Board of Selectmen, Town of Medfield, Massachusetts

By: 

Name (printed): Eileen Murphy

Title: Board of Selectmen, Town of Medfield, Massachusetts

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

Property Address: 55 North Meadows Rd., Medfield, MA 02052

The land and improvements thereon known and numbered as 55 North Meadows Rd., Medfield, MA, Map 42, Lot 140 and Map 48, Lot 027, being the site of the Town of Medfield Department of Public Works garage and facility. Being the same property that is the subject of the Special Permit granted in the Town of Medfield Board of Appeals Decision recorded with the Norfolk County Registry of Deeds on October 4, 2013, in Book 31803, Page 540.

For Landlord's title see Document No. 55494 noted on Certificate No. 18400 and recorded with the Norfolk County Registry of Deeds, Land Court Division on October 9, 1934 and the Order of Taking recorded with the Norfolk County Registry of Deeds on May 1, 1970 in Book 4660, Page 678, copies of which are set forth below:

55
Statute Form of
55494
Quitclaim Deed
A N
O F F I C I A L
G E N E R A L R E G I S T R Y
TO
INHABITANTS OF THE TOWN OF
MEDFIELD
Norfolk County Registry District
OCT 9 1934
RECEIVED FOR REGISTRATION
NOTED ON CERTIFICATE NO. 18400
IN REGISTRATION BOOK 31803 PAGE 540
192
at o'clock and minutes m.
Received and entered with
Book Page
Attest:
Register.
FROM THE OFFICE OF
Frank D. McCarthy
60 State Street
Boston, Mass.

N O T
O F F I C I A L
C O P Y

Every deed in substance in the above form when duly executed shall have the force and effect of a deed in fee simple to the grantee, his heirs and assigns to his and their own use, with covenants on the part of the grantor for himself, his heirs, executors, administrators, and successors, with the grantee, his heirs, successors and assigns, that at the time of the delivery of such deed the premises were free from all encumbrances made by him and that he will, and his heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other.

EXTRACT FROM CHAPTER 502, SECTION 3, ACTS OF 1912.

(THIS POLICYPHASE IS NOT A PART OF THIS DEED, AND IS NOT TO BE REPRODUCED.)

I, Geni Catannoci, ^{N. O. T.} of Medfield, Norfolk County, ^{N. O. T.} Massachusetts

O F F I C I A L
C O P Y

O F F I C I A L
C O P Y

of-

County, Massachusetts

~~being unmarried~~, for consideration paid, grant to the Inhabitants of the Town of Medfield, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts

of-

with quitclaim covenants

~~the land in~~ a certain parcel of land situated in the northerly part of said Medfield and shown as Lot C on ^(Description and encumbrances, if any) "plan of land in Medfield, Mass. subdivision of land court case 185 B. Land Court Certificate 5772, E. Worthington, Engineer, June 12, 1934" and to be recorded herewith and bounded and described as follows: Beginning at a stone point on the northerly side of Grove St., thence bounded westerly by land now, or formerly, of Dasey E. Wilber 774.87 ft.; northerly by other land of said Wilber 376.66 ft.; southeasterly by land of the Town of Medfield in part and in part by land of Geni Catannoci 945.52 ft. to point of beginning. Containing, according to said plan, 177,522 sq. ft.

For my title reference may be had to Norfolk Registry
District of Land Court ~~as document No.~~ ~~noted on~~ Certificate
of Title No. 5772.

I, *Vingenza B. Catenacci* wife of said grantor

release to said grantee all rights of dower and homestead and other interests therein.

Witness ~~my~~ ^{our} hands and seals this *fourth* day of *October* 19*34*.

James D. [illegible]

Geni Catenacci

Commonwealth of Massachusetts

Vingenza B. Catenacci

Norfolk, ss.

October 4, 19*34*.

Then personally appeared the above named *Geni Catenacci*
and acknowledge the foregoing instrument to be *his* free act and deed,
before me

James D. [illegible]
Notary Public
Justice of the Peace.
My commission expires *Dec 23, 1938.*

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

October 11, 1934

C.B. Humphrey, Engr.
Land Court
Boston, Mass.

In re Case No. 185

Dear Sir:

We are enclosing herewith the following in order that subdivision plan may be made therefrom: Document No. 55494 Deed Catanacci to Town of Medfield, Owner's Duplicate Certificate No. 5772, plan and fee of five dollars.

Very truly yours,

Acting Assistant Recorder.

Engineering Dept.

Case No.

The Commonwealth of Massachusetts

185C

NOT
AN
OFFICIAL COPY
Land Court
Boston
NOT
AN
OFFICIAL COPY

October 22 1934

C.E.Houghton, Acting Asst.Recorder,
Registry of Deeds,
Dedham, Mass.

Dear Sir:--

We are returning herewith duplicate certificate of
title No.5772, Geni Catenacci owner, also document 55494, and
beg to advise that subdivision plan 185C will be forwarded you
within a few days.

Very truly yours,

E. B. Humphrey
R

Engineer for Court

with
55494

Annual Town Meeting---March 5, 1934

OFFICIAL OFFICIAL

Article 17. See if the town will vote to transfer the sum of \$900 from the Lowell Mason School Fund to the Sewer Department for the purchase of approximately 4 acres of land owned by Gemi Catenacci and approximately 21 acres of land owned by Daisey Wilbur adjoining the present sewer beds.

Article 17. The Finance Committee recommended this article be accepted.

Voted, to accept the recommendation.

Grace W. Everett.
Town clerk.

with
55494

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COPY

I, Grace W. Everett, of Medfield, Norfolk County,
Massachusetts, on oath depose and say that I am the duly elected
and qualified clerk of the Town of Medfield; that the deed from
Geni Catenacci to the Town of Medfield and duly recorded with the
Norfolk County Registry of Deeds, Land Court Division, Docket No.
55494, is the same parcel of land which the Town voted to purchase
at the annual Town Meeting held on March 12, 1934.

Grace W. Everett

Commonwealth of Massachusetts

^{nt}
October 31 1934.

Norfolk, ss.

Then personally appeared the above named Grace W. Everett
and made oath that the foregoing statement by her subscribed is
true to the best of her knowledge, belief and opinion,

Before me,

Francis D. Lantry
Notary Public.
my Comm. Expires
Dec 23, 1935

See also Transfer Certificate of Title from Transfer Certificate No. 5772 originally registered
March 24, 1922, in Registration Book 29, Page 172 for the Registry District of Norfolk County
and transferred to Certificate No. 18400 which is recorded with the Norfolk County Registry of
Deeds, Land Court Division on October 9, 1934, and described as follows:

Transfer Certificate of Title.

No. 18200

42-140

From Transfer Certificate No. 5772 , Originally Registered March 24, 1922 , in
Registration Book 29 Page 172 for the Registry District of Norfolk County.

This is to Certify that the Town of Medfield, a municipal corporation duly organized
and existing under the laws of the Commonwealth of Massachusetts,

of in the County of and Commonwealth of Massachusetts,
married to -

is the owner in fee simple

of that certain parcel of land situate in MEDFIELD

in the County of Norfolk and said Commonwealth, bounded and described as follows:

Northwesterly, seven hundred seventy four and 87/100 (774.87) feet,
Northerly, three hundred twelve and 86/100 (312.86) feet, and
Northeasterly, sixty three and 80/100 (63.80) feet by land now or formerly of
Blanche E. Mitchell;
Southeasterly by land now or formerly of the Town of Medfield, three hundred
fifty eight (358) feet; and
Southeasterly again by land now or formerly of Genl Catenacci, five hundred
eighty seven and 52/100 (587.52) feet.

Said parcel is shown as lot C on a plan drawn by E. Worthington, Engineer,
dated June 12, 1934, as approved by the Land Court, filed in the Land Registration
Office as No. 1358, a copy of a portion of which is filed in Norfolk Registry
District with Certificate No. 18400, Vol. 92.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws,
and that the title of said Town of Medfield

to said land is registered under said chapter, subject, however, to any of the encumbrances mentioned in Section forty-six
of said Chapter, which may be subsisting, and subject also to the encumbrances noted on next page of
this certificate.

WITNESS, CHARLES THORNTON DAVIS, Esquire, Judge of the Land Court, at Dedham, in said County of
Norfolk, the ninth day of October in the year nineteen hundred and
thirty-four, at 10 o'clock and 25 minutes in the forenoon.

Attest with the Seal of said Court,

E. Worthington

ACTING Assistant Recorder.

42-140

ORDER OF TAKING

TOWN OF KEDFIELD

NORFOLK COUNTY, MASSACHUSETTS

APRIL 7, 1970

IN THE BOARD OF SELECTMEN

WHEREAS at the 1970 Annual Town Meeting of the Town of Kedfield, the voters acting upon Article 38 of the warrant for said meeting, by a count of 369 for and 25 against, adopted the following vote:

"Voted to authorize the Board of Selectmen to acquire by purchase, taking by eminent domain or otherwise, additional land for dump purposes, shown on the Town of Kedfield Assessors' maps as part of lots 847 and 848, adjacent to the present Town dump and that the sum of \$16,200.00 be raised and appropriated for that purpose."

NOW THEREFORE, acting under the provisions of Massachusetts General Laws, Chapter 40, Section 14 and Chapter 79 of said General Laws, and all other acts thereto enabling the Board of Selectmen of the Town of Kedfield, Commonwealth of Massachusetts, adjudges that public necessity and convenience require that the Town of Kedfield acquire by eminent domain for dump purposes all title to the land in said Kedfield referred to in the aforementioned Town Meeting Vote.

IT IS NOW ORDERED that there be and hereby is taken by eminent domain all right, title, fee and interest, including all trees and structures thereon, in behalf of the said Town of Kedfield the aforesaid land more particularly bounded and described as follows:

PARCEL ONE. Commencing at the point of intersection of the Southerly line of West Street with the Southerly line of the right of way of the Penn Central Railway Company; thence running by land now or formerly of P. Stokes Gaither and Elizabeth H. Gaither the following four courses and distances: S. 18' W. 191 feet to a stake and stone; running thence S. 68' E. 430 feet to a stake and stone; running thence N. 40' E. 175 feet to a marked telephone pole by the right of way of said Railway; running thence in a Southeasterly direction along side said Railway 375 feet to a corner of land now or formerly of P. Stokes Gaither and Elizabeth H. Gaither; running thence by said land S. 65' W. 52 feet to an old ditch; thence following said ditch S. 18' E. 294 feet to the corner of another ditch by land now or formerly of D.D. Curtis; thence following said ditch in a Southwesterly direction 1140 feet to the corner with another ditch; thence along said ditch by land now or formerly of Jonathan Battelle N. 57½' W. 322 feet to a maple tree; thence N. 79' W. 115 feet to a pile of stones; thence N. 22' E. 179 feet to a big stump on the edge of the swamp; thence N. 21' W. to a stake and stones at the corner of land now or formerly of Robert Powell; thence by line of said ditch N. 58' E. 175 feet to corner with another ditch; thence by line of said ditch N. 30' W. 450 feet to corner with another ditch at land now or formerly of J.P. Tobbeday; thence by line of said ditch N. 56' E. 140 feet to a stone wall; thence N. 27' E. 100 feet to a wall in the Southerly side of West Street; thence following in an Easterly direction along West Street to the point or place of beginning, containing approximately 25½ acres, and shown as part of lot 848 on the Medfield Assessors' Maps, excluding therefrom approximately 3.94 acres as shown on a plan of land

entitled "Plan of Land in Medfield to be conveyed by Frederick Bowers and Grace A. Bowers to Town of Medfield, November 1953" filed as Plan No. 3224/64 with Norfolk Registry of Deeds, which has previously been acquired by said Town of Medfield.

PARCEL TWO. Beginning at the intersection of the Southerly line of West Street and the Westerly line of the right of way of the Penn Central Railway Company; thence running South 18' West 191 feet to a stake and stones; thence running South 68' ^{East NK} ~~West~~ 429 feet; thence running South 55' East 198 feet to a stake and stones; thence running North 40' East 170 feet to a marked telegraph pole; thence running Northwesterly by said right of way of said Railway to the point of Beginning; containing approximately 2.6 acres and shown as part of lot 847 on the Medfield Assessors' Maps.

No betterments are to be assessed in connection with this taking.

Damages have been determined to be \$16,200. and award in that amount is made as follows:

<u>Supposed Owner</u>	<u>Title Reference</u>	<u>Lot No.</u>
Elizabeth H. Gaither	34 ²⁵ - 259 ^a	848
Elizabeth H. Gaither	2546 - 174 ^a	847

We hereby certify that the foregoing is a true copy of an Order passed by this Board on April 7, 1970.

Henry D. Kelleher
Laurence C. Altar

William G. Kelso
 Board of Selectmen
 Town of Medfield

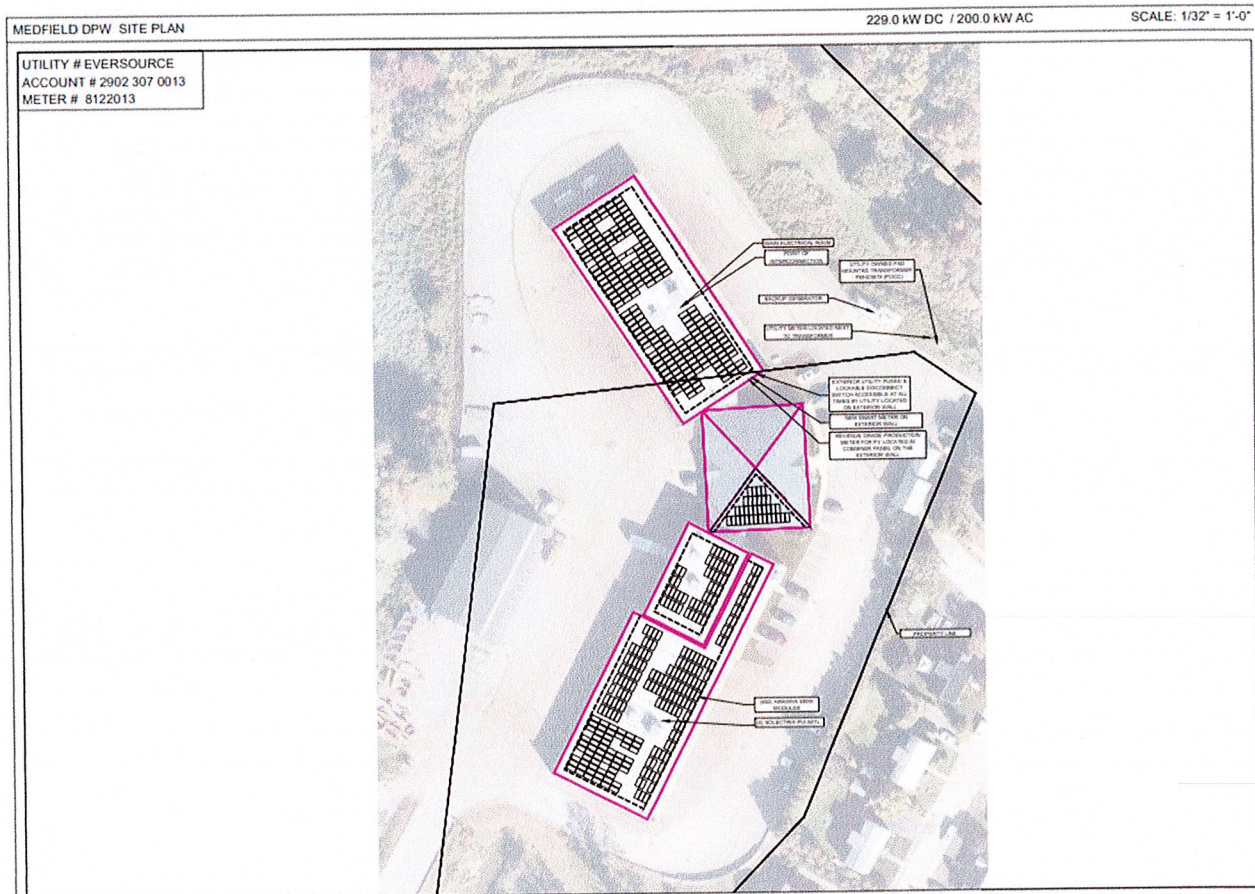
Recorded May 1, 1970 at 10h.13m.A.M.

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefited by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the Lease Agreement (the "Lease"):

Host/Landlord:

Town of Medfield
459 Main St.
Medfield, MA 02052

Provider/Tenant:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at 55 North Meadows Rd., Medfield, MA 02052 described on the attached Exhibit A (the "Property"). For Landlord's title see Document No. 55494 noted on Certificate No. 18400 and recorded with the Norfolk County Registry of Deeds, Land Court Division on October 9, 1934 and the Order of Taking recorded with the Norfolk County Registry of Deeds on May 1, 1970 in Book 4660, Page 678.

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

Date of Execution of the Lease: _____ (the "Effective Date").

(a) **Term of Lease:** The Term of the Lease includes an Initial Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, The Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs, as defined in the Lease,

55 North Meadows Rd., Medfield, MA 02052

unless the Tenant exercises the Option to Extend, in which case the Term of Lease shall include the Initial Period, the Operations Period, the Extension Term and the Decommissioning Period.

Option to Extend:

Tenant shall have the right to extend the Term of the Lease for one additional five (5) year term.

Decommissioning Period

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

Easements.

Under the Lease, Landlord granted the easements and access rights (the “Easements”) to Tenant described in Exhibit C across and burdening the Property.

- (a) Landlord’s grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

Ownership of the Facility.

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) (“Project”) or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of August 16, 2022.

LANDLORD:

Town of Medfield

By: 

Name and Title: Gus Murby, Board of Selectmen,
Town of Medfield, Massachusetts

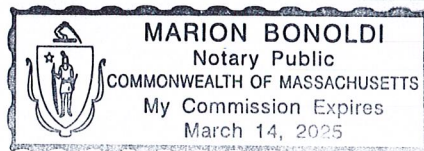
COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 16 day of August, 2022, before me, the undersigned notary public, personally appeared the above-named Gus Murby, a Member of the Board of Selectmen for the Town of Medfield, Massachusetts proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Board of Selectmen for the Town of Medfield, Massachusetts.


Notary Public

My Commission Expires: 3/14/2025



LANDLORD:

Town of Medfield

By: _____

Name and Title: Osler Peterson, Board of
Selectmen, Town of Medfield, Massachusetts

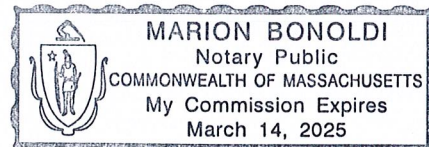
COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 12 day of August, 2022, before me, the undersigned notary public,
personally appeared the above-named Osler Peterson, a Member of the Board of Selectmen for
the Town of Medfield, Massachusetts proved to me by satisfactory evidence of identification,
being (check whichever applies): ☐ driver's license or other state or federal governmental
document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me
who knows the above signatory, or ☐ my own personal knowledge of the identity of the
signatory, to be the person whose name is signed above, and acknowledged the foregoing to be
signed by him/her voluntarily for its stated purpose on behalf of the Board of Selectmen for the
Town of Medfield, Massachusetts.

Marion Bonoldi
Notary Public

My Commission Expires: 3/14/25



LANDLORD:

Town of Medfield

By: Eileen Murphy

Name and Title: Eileen Murphy, Board of
Selectmen, Town of Medfield, Massachusetts

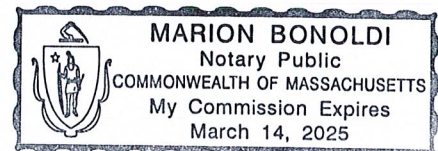
COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 15 day of August, 2022, before me, the undersigned notary public,
personally appeared the above-named Eileen Murphy, a Member of the Board of Selectmen for
the Town of Medfield, Massachusetts proved to me by satisfactory evidence of identification,
being (check whichever applies): ☐ driver's license or other state or federal governmental
document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me
who knows the above signatory, or ☐ my own personal knowledge of the identity of the
signatory, to be the person whose name is signed above, and acknowledged the foregoing to be
signed by him/her voluntarily for its stated purpose on behalf of the Board of Selectmen for the
Town of Medfield, Massachusetts.

Marion Bonoldi
Notary Public

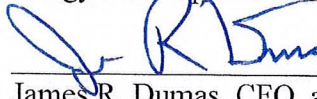
My Commission Expires: 3/14/25



TENANT:

Solect Energy Development LLC

By:

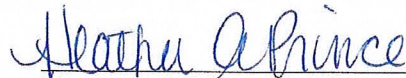


James R. Dumas, CFO, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 10th date of August, 2022, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.



Notary Public

My Commission Expires: 08-07-2026



EXHIBIT A

PROPERTY DESCRIPTION

Property Address: 55 North Meadows Rd., Medfield, MA 02052

The land and improvements thereon known and numbered as 55 North Meadows Rd., Medfield, MA, Map 42, Lot 140 and Map 48, Lot 027, being the site of the Town of Medfield Department of Public Works garage and facility. Being the same property that is the subject of the Special Permit granted in the Town of Medfield Board of Appeals Decision recorded with the Norfolk County Registry of Deeds on October 4, 2013, in Book 31803, Page 540.

For Landlord's title see Document No. 55494 noted on Certificate No. 18400 and recorded with the Norfolk County Registry of Deeds, Land Court Division on October 9, 1934 and the Order of Taking recorded with the Norfolk County Registry of Deeds on May 1, 1970 in Book 4660, Page 678, copies of which are set forth below:

55
Statute Form of
55494
Quitclaim Deed
OFFICIAL
GEN. CO. REC'D
TO
INHABITANTS OF THE TOWN OF
MEDFIELD
Norfolk County Registry District
OCT 9 1934
RECEIVED FOR REGISTRATION
10:00 AM
NOTED ON CERTIFICATE NO. 18400
IN REGISTRATION BOOK 18, PAGE 192
at _____ o'clock and _____ minutes _____ m.
Received and entered with _____ Deeds
Book _____ Page _____
Attest:
Register.

FROM THE OFFICE OF
Frank D. McCarthy
60 State Street
Boston, Mass.

N O T
A N N
O F F I C I A L
C O P Y

Every deed in substance in the above form when duly executed shall have the force and effect of a deed in fee simple to the grantee, his heirs and assigns to his and their own use, with covenants on the part of the grantor for himself, his heirs, executors, administrators, and successors, with the grantee, his heirs, successors and assigns, that at the time of the delivery of such deed the premises were free from all encumbrances made by him and that he will, and his heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other.

EXTRACT FROM CHAPTER 502, SECTION 3, ACTS OF 1912.

(THIS PROVISION IS NOT A PART OF THE DEED, BUT IS SET FORTH AS BACKGROUND.)

I, Geni Catannucci, ^{N O T} of Medfield, Norfolk County, ^{N O T} Massachusetts
 O F F I C I A L O F F I C I A L
 C O P Y C O P Y

of-

County, Massachusetts

~~being unmarried~~, for consideration paid, grant to the Inhabitants of the Town of
 Medfield, a municipal corporation duly established under the laws
 of the Commonwealth of Massachusetts

of-

with quitclaim covenants

~~the land in~~ a certain parcel of land situated in the northerly part of
 said Medfield and shown as Lot C on ^(Description and encumbrances, if any) "plan of land in Medfield, Mass.
 subdivision of land court case 185 B. Land Court Certificate 5772,
 E. Worthington, Engineer, June 12, 1934" and to be recorded herewith
 and bounded and described as follows: Beginning at a stone point
 on the northerly side of Grove St., thence bounded westerly by land
 now, or formerly, of Dasey E. Wilber 774.87 ft.; northerly by other
 land of said Wilber 376.66 ft.; southeasterly by land of the Town
 of Medfield in part and in part by land of Geni Catannucci 945.52 ft.
 to point of beginning. Containing, according to said plan,
 177,522 sq. ft.

For my title reference may be had to Norfolk Registry
District of Land Court as ~~document~~ No. ~~noted on~~ Certificate
of Title No. 5772.

I, *Vingenza B. Catanacci* wife of said grantor
release to said grantee all rights of dower and homestead and other interests therein.

Witness ~~my~~ ^{our} hands and seals this *fourth* day of *October* 19*34*.
James D. [unclear] *Geni Catanacci*
Vingenza B. Catanacci
Commonwealth of Massachusetts
Norfolk, ss. *October 4,* 19*34*.

Then personally appeared the above named *Geni Catanacci*
and acknowledge the foregoing instrument to be *his* free act and deed,
before me

James D. [unclear]
Notary Public
Justice of the Peace.
My commission expires *Dec 23, 1938*.

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

October 11, 1934

C.B. Humphrey, Engr.
Land Court
Boston, Mass.

In re Case No. 185

Dear Sir:

We are enclosing herewith the following in order that subdivision plan may be made therefrom: Document No. 55494 Deed Catanacci to Town of Medfield, Owner's Duplicate Certificate No. 5772, plan and fee of five dollars.

Very truly yours,

Acting Assistant Recorder.

Engineering Dept.

The Commonwealth of Massachusetts

Case No.

185C

NOT
AN
OFFICIAL
COPY

Land Court
Boston

NOT
AN
OFFICIAL
COPY

October 22 1934

C.E. Houghton, Acting Asst. Recorder,
Registry of Deeds,
Dedham, Mass.

Dear Sir:--

We are returning herewith duplicate certificate of title No. 5772, Geni Catenacci owner, also document 55494, and beg to advise that subdivision plan 185C will be forwarded you within a few days.

Very truly yours,

E. B. Humphrey
R

Engineer for Court

with
55494

NOT
Annual Town Meeting---March 5, 1934
NOT
A N

O F F I C I A L O F F I C I A L

Article 17. C O P S See if the town will vote to transfer the sum of \$900 from the Lowell Mason School Fund to the Sewer Department for the purchase of approximately 4 acres of land owned by Gemi Catenacci and approximately 21 acres of land owned by Daisey Wilbur adjoining the present sewer beds.

Article 17. The Finance Committee recommended this article be accepted.

Voted, to accept the recommendation.

Grace W. Everett.
Town clerk.

with
55090

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

I, Grace W. Everett, of Medfield, Norfolk County,
Massachusetts, on oath depose and say that I am the duly elected
and qualified clerk of the Town of Medfield; that the deed from
Geni Catenacci to the Town of Medfield and duly recorded with the
Norfolk County Registry of Deeds, Land Court Division, Docket No.
55494, is the same parcel of land which the Town voted to purchase
at the annual Town Meeting held on March 12, 1934.

Grace W. Everett

Commonwealth of Massachusetts

st
October 31 1934.

Norfolk, ss.

Then personally appeared the above named Grace W. Everett
and made oath that the foregoing statement by her subscribed is
true to the best of her knowledge, belief and opinion,

Before me,

Francis D. Lantry
Notary Public.

my Comm. Expires
June 23, 1935

See also Transfer Certificate of Title from Transfer Certificate No. 5772 originally registered
March 24, 1922, in Registration Book 29, Page 172 for the Registry District of Norfolk County
and transferred to Certificate No. 18400 which is recorded with the Norfolk County Registry of
Deeds, Land Court Division on October 9, 1934, and described as follows:

Transfer Certificate of Title.

No. 13400

42-140

From Transfer Certificate No. 5772 , Originally Registered March 24, 1922 , in
Registration Book 29 Page 172 for the Registry District of Norfolk County.

This is to Certify that the Town of Medfield, a municipal corporation duly organized
and existing under the laws of the Commonwealth of Massachusetts,

of in the County of- and Commonwealth of Massachusetts,
married to -

is the owner in fee simple

of that certain parcel of land situate in MEDFIELD

in the County of Norfolk and said Commonwealth, bounded and described as follows:

Northwesterly, seven hundred seventy four and 87/100 (774.87) feet,
Northerly, three hundred twelve and 86/100 (312.86) feet, and
Northeasterly, sixty three and 80/100 (63.80) feet by land now or formerly of
Blanche E. Mitchell;
Southeasterly by land now or formerly of the Town of Medfield, three hundred
fifty eight (358) feet; and
Southeasterly again by land now or formerly of Genl Catenacci, five hundred
eighty seven and 52/100 (587.52) feet.

Said parcel is shown as lot C on a plan drawn by E. Worthington, Engineer,
dated June 12, 1934, as approved by the Land Court, filed in the Land Registration
Office as No. 1350, a copy of a portion of which is filed in Norfolk Registry
District with Certificate No. 13400, Vol. 92.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws,
and that the title of said Town of Medfield

to said land is registered under said chapter, subject, however, to any of the encumbrances mentioned in Section forty-six
of said Chapter, which may be subsisting, and subject also to the encumbrances noted on next page of
this certificate.

WITNESS, CHARLES THORNTON DAVIS, Esquire, Judge of the Land Court, at Dedham, in said County of
Norfolk, the ninth day of October in the year nineteen hundred and
thirty-four, at 10 o'clock and 25 minutes in the forenoon.

Attest with the Seal of said Court,

E. Worthington

ACTING Assistant Recorder.

42-140

ORDER OF TAKING

TOWN OF KEDFIELD

NORFOLK COUNTY, MASSACHUSETTS

APRIL 7, 1970

IN THE BOARD OF SELECTMEN

WHEREAS at the 1970 Annual Town Meeting of the Town of Kedfield, the voters acting upon Article 38 of the warrant for said meeting, by a count of 369 for and 25 against, adopted the following vote:

"Voted to authorize the Board of Selectmen to acquire by purchase, taking by eminent domain or otherwise, additional land for dump purposes, shown on the Town of Kedfield Assessors' maps as part of lots 847 and 848, adjacent to the present Town dump and that the sum of \$16,200.00 be raised and appropriated for that purpose."

NOW THEREFORE, acting under the provisions of Massachusetts General Laws, Chapter 40, Section 14 and Chapter 79 of said General Laws, and all other acts thereto enabling the Board of Selectmen of the Town of Kedfield, Commonwealth of Massachusetts, adjudges that public necessity and convenience require that the Town of Kedfield acquire by eminent domain for dump purposes all title to the land in said Kedfield referred to in the aforementioned Town Meeting Vote.

IT IS NOW ORDERED that there be and hereby is taken by eminent domain all right, title, fee and interest, including all trees and structures thereon, in behalf of the said Town of Kedfield the aforesaid land more particularly bounded and described as follows:

PARCEL ONE. Commencing at the point of intersection of the Southerly line of West Street with the Southerly line of the right of way of the Penn Central Railway Company; thence running by land now or formerly of P. Stokes Gaither and Elizabeth H. Gaither the following four courses and distances: S. 18' W. 191 feet to a stake and stone; running thence S. 68' E. 430 feet to a stake and stone; running thence N. 40' E. 175 feet to a marked telephone pole by the right of way of said Railway; running thence in a Southeasterly direction along side said Railway 375 feet to a corner of land now or formerly of P. Stokes Gaither and Elizabeth H. Gaither; running thence by said land S. 65' W. 52 feet to an old ditch; thence following said ditch S. 18' E. 294 feet to the corner of another ditch by land now or formerly of D.D. Curtis; thence following said ditch in a Southwesterly direction 1140 feet to the corner with another ditch; thence along said ditch by land now or formerly of Jonathan Battelle N. 57½' W. 322 feet to a maple tree; thence N. 79' W. 115 feet to a pile of stones; thence N. 22' E. 179 feet to a big stump on the edge of the swamp; thence N. 21' W. to a stake and stones at the corner of land now or formerly of Robert Powell; thence by line of said ditch N. 58' E. 175 feet to corner with another ditch; thence by line of said ditch N. 30' W. 450 feet to corner with another ditch at land now or formerly of J.P. Tobbeday; thence by line of said ditch N. 56' E. 140 feet to a stone wall; thence N. 27' E. 100 feet to a wall in the Southerly side of West Street; thence following in an Easterly direction along West Street to the point or place of beginning, containing approximately 25½ acres, and shown as part of lot 848 on the Kedfield Assessors' Maps, excluding therefrom approximately 3.94 acres as shown on a plan of land

entitled "Plan of Land in Kedfield to be conveyed by Frederick Bowers and Grace A. Bowers to Town of Kedfield, November 1953" filed as Plan No. 3224/64 with Norfolk Registry of Deeds, which has previously been acquired by said Town of Kedfield.

PARCEL TWO. Beginning at the intersection of the Southerly line of West Street and the Westerly line of the right of way of the Penn Central Railway Company; thence running South 18° West 191 feet to a stake and stones; thence running South 68° ^{East 111°} ~~West~~ 429 feet; thence running South 55° East 198 feet to a stake and stones; thence running North 40° East 170 feet to a marked telegraph pole; thence running Northwesterly by said right of way of said Railway to the point of Beginning; containing approximately 2.6 acres and shown as part of lot 847 on the Kedfield Assessors' Maps.

No betterments are to be assessed in connection with this taking.

Damages have been determined to be \$16,200. and award in that amount is made as follows:

<u>Supposed Owner</u>	<u>Title Reference</u>	<u>Lot No.</u>
Elizabeth H. Gaither	34 ²⁵ - 259°	848
Elizabeth H. Gaither	2546 - 174°	847

We hereby certify that the foregoing is a true copy of an Order passed by this Board on April 7, 1970.

Harry D. Kelleher
Laurance C. Clark

Walter G. Kalatz
 Board of Selectmen
 Town of Kedfield

Recorded May 1, 1970 at 10h.13m.A.M.

LEASE AND EASEMENT AREA DESCRIPTION

The Premises is benefited by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

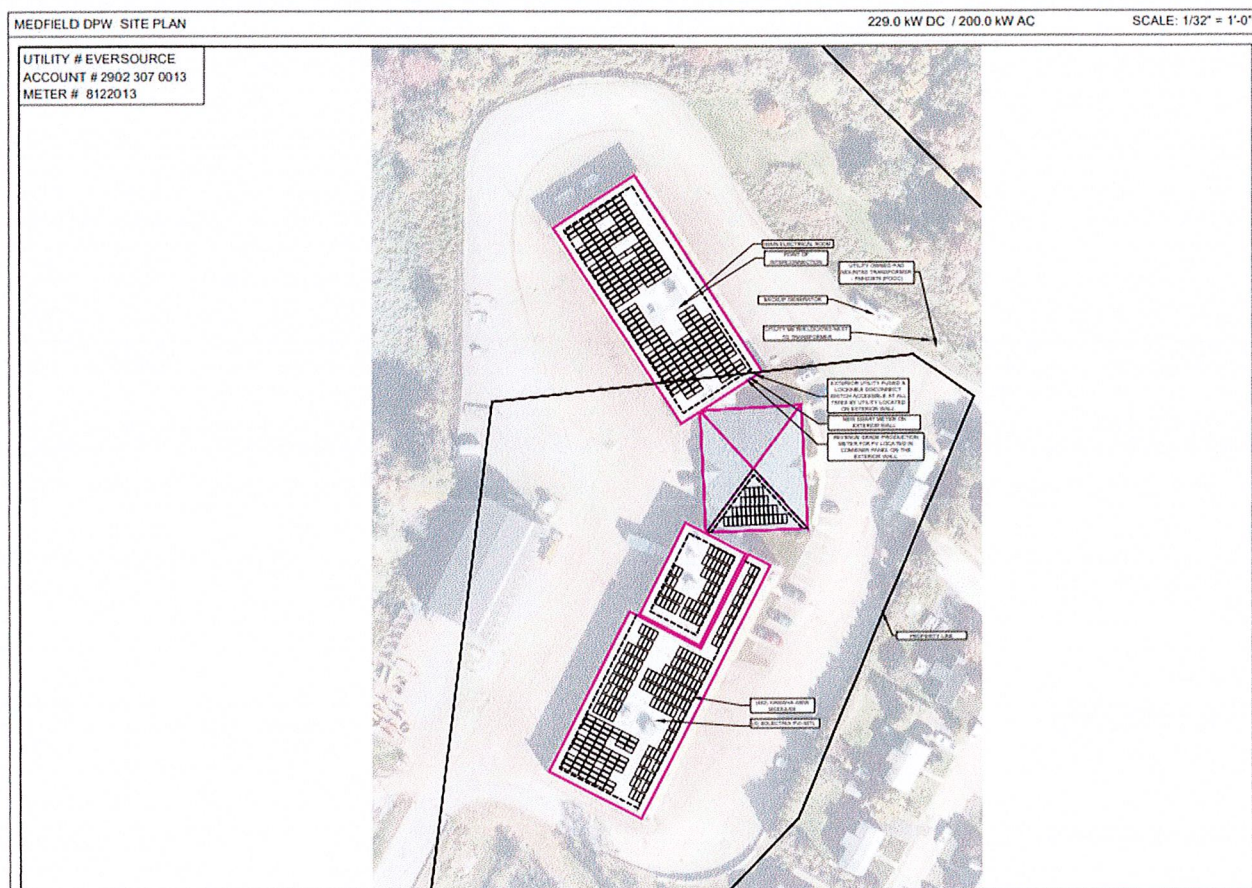


EXHIBIT C

EASEMENTS AND ACCESS RIGHTS

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the “**Permitted Uses**”), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host’s approval and shall be at locations that minimize any disruption to Host’s activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider’s reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation,

maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

EXHIBIT C

Accepted Force Majeure Events

AGREEMENT FOR SERVICES

Agreement made this 29 day of June, 2023 by and between the Town of Medfield, a duly-organized municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, MA acting by and through its Board of Selectmen (hereinafter: "Town") and Rhona Kerans, LICSW, with a principal place of business at 59 Middlecot Street, Belmont, MA 02478 (hereinafter: "Contractor"):

1. **Services.** Contractor will provide clinical oversight and supervisory services to employees of Medfield Outreach, as determined by its Director.
2. **Price.** \$120/hour.
3. **Term.** 40 hours of work between July 1, 2023 and June 30, 2024.
4. **Performance of Work.** Performance of Work. If applicable, the Contractor shall furnish all equipment, staffing and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
5. **Payment for Work.** Contractor shall bill Town monthly and Town shall pay Contractor within thirty (30) days of its receipt of each bill.
6. **Indemnification of the Town.** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
7. **Contractor's Standard of Care.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by LICSW performing clinical consulting, currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
8. **Contractor's Personnel.** The Contractor shall utilize only her employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. **Insurance.** The Contractor shall provide a Certificate of Insurance showing evidence of Professional liability and General Liability, each with a minimum of \$1,000,000 and, in case of General Liability, naming the Town of Medfield as an additional insured, as well as motor vehicle liability insurance with the same minimum coverage and Worker's Compensation Insurance (per Statute).

10. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

12. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

13. Termination.

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

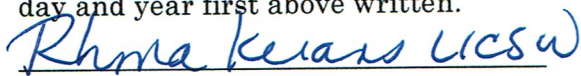
b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature

whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

14. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
15. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk Court, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative , private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
17. Entire Agreement. This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.


Rhona Kerans, LICSW

Approved as to Form:

Town of Medfield, by its Board of Selectmen

Town Attorney

I certify that an appropriation is available in the amount of the Contract.

Town Accountant

Account Number: MA KERR 5900

Date: 6/15/23 Initials: LPD

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

Additional Named Insureds:

RHONA KERANS
59 MIDDLECOT ST
BELMONT MA 02478

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A

(If different than address listed above)

Claim History: None

Retroactive date is 08/23/2016

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5605-0165	8/23/2023	8/23/2024	1,000,000 1,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$35,000.

This Certificate Issued to:

Name: RHONA KERANS
59 MIDDLECOT ST
Address: BELMONT MA 02478



Authorized Representative

APA 00138 00 (06/2014)

**FIRST AMENDMENT TO REGULATORY AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS FOR OWNERSHIP PROJECT**

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (the "Amendment") is made this _____, 2023 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of Medfield ("the Municipality"), and Medfield Holdings LLC, a Massachusetts limited liability company, having an address at Post Office Box 377, Medfield, MA 02052, and its successors and assigns ("Project Sponsor") (collectively, the "Parties").

WHEREAS, the Parties entered into a Regulatory Agreement and Declaration of Restrictive Covenants, which was recorded at the Norfolk County Registry of Deeds on September 9, 2022 in Book 40801, Page 225 (the "Agreement");

WHEREAS, the Agreement is in connection with a project to construct a housing development known as Enclave Medfield, a for sale condominium project on a 6.44 ± acre site off of Ice House Road in the Municipality (the "Project");

WHEREAS, such Project is to consist of a total number of twenty-four (24) condominium units (the "Units") and six (6) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, Exhibit B of the Agreement designated the Low and Moderate Income Units as lot/unit numbers 1, 5, 10, 14, 19, and 23, as shown on the Plans recorded at the Norfolk County Registry of Deeds in Plan Book 713, Pages 59-73.

NOW THEREFORE, the Parties agree as follows:

1. Exhibit B of the Agreement is hereby amended to read as follows: "The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers 1, 5, 9, 14, 19 and 24 on the plans approved by the Municipality and recorded at the Norfolk County Registry of Deeds in Plan Book 713, Pages 59-73."
2. All other terms and conditions of the Agreement remain unchanged.


[remainder of page intentionally left blank]

[signature pages follow]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

Medfield Holdings LLC

By: 
Robert Borrelli, Manager
Its: Authorized Signatory

COMMONWEALTH OF

MASSACHUSETTS COUNTY OF Middlesex, ss.

On this 20th day of June, 2023, before me, the undersigned notary public, personally appeared Robert Borrelli, Manager of Medfield Holdings LLC, who proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as Authorized Signatory of Medfield Holdings LLC, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:



**DEPARTMENT OF PUBLIC WORKS
TOWN OF MEDFIELD
MEDFIELD, MASSACHUSETTS**

CONTRACT AMENDMENT NO. 1

**AGREEMENT
FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH**

**CONSTRUCTION PHASE ENGINEERING SERVICES
FOR THE PROPOSED WATER TREATMENT FACILITY CONSTRUCTION
FOR WELLS 3 AND 4**

JUNE 16, 2023



THIS CONTRACT AMENDMENT, is entered upon this ____ day of _____ in the year Two Thousand and Twenty-Three, and amends the Agreement dated July 13, 2023 by and between the TOWN OF MEDFIELD, acting through its DEPARTMENT OF PUBLIC WORKS, (hereinafter called the OWNER), and ENVIRONMENTAL PARTNERS GROUP, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business at 1900 Crown Colony Drive, Quincy, Massachusetts (hereinafter called Environmental Partners or EP).

WITNESSETH, that in consideration of the mutual agreements herein contained, the parties hereto agree to amend the above referenced contract.

Make the following changes to the Scope of Services.

Revised Scope of Services

The construction schedule for the Wells 3 and 4 Water Treatment Facility has been extended until August 2023 due to supply chain disruptions related to process-mechanical and electrical equipment. Replacement Well 3A and the Water Treatment Facility reached substantial completion on May 25, 2023. Remaining work includes rehabilitation of Well 4, project punch-list items, project closeout, and commissioning support. Contract Amendment No. 1 provides supplemental funding for Task 4 – Project Closeout and Start-up Activities. The supplemental funding will allow Environmental Partners to provide the Town with closeout, start-up, and post-commissioning support in 2023. The scope of work for Task 4 remains as outlined in the original contract and is provided herein for reference.

Task 4: Project Closeout/Startup Activities

ENVIRONMENTAL PARTNERS will provide project closeout and startup activities services to assist the Town with the closeout and startup of the water treatment plant for Wells 3 and 4. Task 4 shall include:

1. Attend checkout, startup, and training of equipment and instrumentation systems. EP anticipates 230 hours for startup and training.
2. Prepare preliminary punch list.
3. Prepare final punch list and observe work completed by contractor.
4. Preparation of facility operation and maintenance manual (O&M) in accordance with MassDEP requirements. Draft O&M manual will be provided to the Town for review and comment and discussed at a workshop. Final O&M manual will be provided to the Town in hard copy and electronic format. O&M Manual will include chapters on the Town's water system, water quality standards, facility supervision and operations personnel responsibilities, description of facility operations and hydraulics, detailed description of

facility equipment and interrelationships, instrumentation and SCADA system, facility troubleshooting, chemical application and quality control standards, facility start-up and operation protocols, laboratory testing requirements, residuals management, emergency operations procedures, operation and maintenance logs, and drinking water regulation compliance information.

5. Prepare engineer of record certification letter and request MassDEP inspection.
6. Attend MassDEP final walk-through inspection.
7. Coordinate and assist Town with facility process start-up and operations for up to 4 weeks following facility commissioning.
8. Coordinate project closeout including review of substantial completion requests and preparation of closeout documentation (certificate of substantial completion, contractor's affidavit of payment, contractor's waiver of liens, and consent to final payment).
9. Conduct a review to determine if the Project is substantially complete and to determine if, to the best of ENVIRONMENTAL PARTNERS' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that ENVIRONMENTAL PARTNERS may recommend, in writing, final payment to Contractor(s) and may give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in the paragraph above.
10. Coordinate and assist Town with closeout activities as required by the local, state, and federal environmental permits.
11. Preparation of construction record drawings, including two hardcopies and one Adobe PDF electronic version.

Compensation:

Compensation for services described above shall be made on the basis of a not to exceed fee of seventy-five thousand dollars (\$75,000). The break down by task is provided in the table below:

Contract Task	Contract Budget	Amendment No. 1 Fee	Total Fee
Task 1: Well 3 Replacement Well and Report	\$150,000	-	\$150,000
Task 2: Construction Contract Administration	\$768,000	-	\$768,000
Task 3: Resident Engineering	\$442,000	-	\$442,000

Contract Task	Contract Budget	Amendment No. 1 Fee	Total Fee
Task 4: Project Closeout/Startup Activities	\$76,000	\$75,000	\$151,000
Total	\$1,436,000	\$75,000	\$1,511,000

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract Amendment as of the day and year herein below written.

DEPARTMENT OF PUBLIC WORKS

MEDFIELD, MASSACHUSETTS

Additional Town of Medfield Personnel:

Maurice Goulet, Director of Public Works

Date

ENVIRONMENTAL PARTNERS GROUP, LLC



Ryan J. Trahan, P.E., President

June 16, 2023

Date

Select Board
Osler L. Peterson, Chair
Eileen Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

July 18, 2023

Local Initiative Program
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Rieko Hayashi

RE: Medfield State Hospital

Dear Ms. Hayashi:

This letter will confirm that the Town of Medfield wishes to employ the maximum allowable local preference of 70% of affordable units at Medfield State Hospital. The Medfield Planning Board voted unanimously at its meeting to request the maximum 70% local preference as part of its approval of this project. The project consists of 334 rental units, 85 of which are to be affordable. This request is based on the clear agreement regarding the need to maximize access to affordable rental units for local residents, employees of the municipality and businesses located in Medfield, and families with children enrolled in the Medfield School District.

The Town's decision is informed and supported by a Housing Production Plan completed by JM Goldson LLC for the Town of Medfield, a copy of which is on file with EOHLIC. Key findings supporting the Town's request for this local preference are as follows:

1. The median income of renter households was \$38,000 in 2014. Renters have experienced no income growth (when adjusted for inflation) over the past 15 years, while median rent has increased. (HPP 2016, Page 9)
2. The Town's housing stock is comprised primarily of single-family, owner-occupied housing (87%) with very limited options for renter households:
 - a. There are only 556 total rental units in Medfield, or 13% of housing units - compared to 38% statewide and 31% in Norfolk County. (HPP 2022, Page 38)
 - b. The rental units available in Medfield are unaffordable to 57% of renter households – who must pay more than 30% of household income to rent a median priced rental unit in town. (HPP 2022, Page 33)
 - c. The vacancy rate for rental units is 2.6% in Medfield compared to 4.6% in Norfolk County (American Community Survey, DP04, 2021, 5-year estimate)

3. In Medfield, 68.5% of renter households are cost-burdened compared to 50.5% for Norfolk County and 51.6% statewide (American Community Survey, DP04, 2021, 5-year estimate)
4. The majority (78%) of extremely low-income households (households that earn less than 30 percent of the Area Median Income) are cost-burdened. The proportion of cost-burdened very low-income households, which make between 30 - 50 percent of the AMI, is also 78%. About 13% of those that make more than the Area Median Income are cost-burdened. (HPP 2022, Page 33)
5. Approximately 4.6% (5.1% of men and 4.2% of women) of Medfield's population is disabled, compared to 9.6% of Norfolk County and 11.7% of Massachusetts residents. The lower incidence rate of disabilities in Medfield may be due in part to the lack of accessible housing options with the Town, forcing residents to look elsewhere for housing.
6. While the number of rental units in Medfield is low overall, low-income renter households have very few options unless they have a mobile housing subsidy.

Development	Waitlist (as of 1/1/22)
Tilden Village (60 affordable senior units)	1405 on waitlist statewide (543 are elderly, 862 are non-elderly handicap) <i>Avg. annual turnover: 15 (2021)</i>
Wilkins Glen (103 affordable units)	156 applicants <i>Avg. annual turnover: 5</i>
The Parc at Medfield (96 affordable units)	2 applicants <i>Avg. annual turnover: 12 (2021)</i>
67 North Street (8 units, 2 affordable)	No waitlist <i>Avg. annual turnover: 0 (2021)</i>
Hillside Village (16 units, 4 affordable)	7 applicants <i>Avg. annual turnover: 2 (2021)</i>
71 North Street (8 units, 2 affordable)	No waitlist <i>Avg. annual turnover: 0 (2021)</i>
Medfield Meadows (24 units, 6 affordable)	No waitlist, 1 available unit <i>Avg. annual turnover: 0 (2021)</i>

We believe that there is a clear need for a 70% local preference for the affordable rental units at Medfield State Hospital in Medfield. Medfield has been actively working to increase its affordable housing supply in order to meet the needs of our residents by supporting proposals that meet the strategies outlined in the Housing Production Plan. There is currently a significant lack of rental housing in Town, and an even greater lack of rental housing affordable to individuals and families earning less than 80% of AMI. The Town is dedicated to encouraging further development of LIP units and the Medfield State Hospital in Medfield must be part of the solution to addressing increasing housing costs.

By electing to include current residents, employees of the town and local businesses as well as families with children in the schools, we are creating a broad and inclusive local preference pool, which will be augmented by adding additional minority applicants from outside the town if needed in order to increase the minority percentage within the local preference pool to more closely match the regional minority percentages. The Town of Medfield will mitigate any potential discriminatory effects of the local preference by including all four allowable local preference

categories (local resident, employee of the Town, employee of a local business, or household with children in the Medfield Schools). In addition, if the percentage of minority applicants in the local preference pool does not meet or exceed the regional minority percentage (27.6%), a pre-lottery will be held of minority applicants in the general pool to determine the order in which they will be added to the local preference pool until either a) the minority percentage of the local preference pool equals 27.6% or b) all minority applicants have been added to the local preference pool, whichever first occurs.

I respectfully request that EOHLC approve a 70% local preference for Medfield State Hospital in support of the Town's affordable housing efforts.

Please let me know if you have any questions or require any additional information.

Respectfully submitted,

Osler Peterson
Chair of Select Board
Town of Medfield



July 10, 2023

Andrew Foster
Town Accountant
459 Main Street
Medfield, MA 02052

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Medfield, Massachusetts (the Town) as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements. We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Marcum LLP ("Marcum," the "Firm," "we," "us" or "our") will provide for the year ending June 30, 2023.

In addition, we will audit the Town's compliance over major federal award programs for the period ended June 30, 2023. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal award programs.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, budgetary comparison information for the General Fund, and various pension and other post-employment benefits (OPEB) schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. This RSI will be subjected to certain limited procedures but will not be audited.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements and the Schedule of Expenditures of Federal Awards in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods or any losses that might be incurred during any later periods for which we are not engaged as auditors.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and *Government Auditing Standards*. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Audit of Major Program Compliance

Our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot

provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Town's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Town's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Communication of Significant Risks

Communication of significant risks identified by the auditor helps those charged with governance understand those matters and why they require special audit consideration. The communication about significant risks may assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process.

In every organization, we have identified that the potential for management override of internal controls exists due to the unpredictable nature in which management override of controls could occur. In essentially every organization, we have also identified the potential for revenue recognition risk (not recognizing revenue in proper fiscal period) due to the complexity of standards requiring accrual basis of accounting for government-wide and fiduciary funds vs. modified accrual basis for governmental fund financial statements.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received in accordance with the Uniform Guidance;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with GAAP, attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Board and committee meetings, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the Town's internal control structure. Management is also responsible for adjusting the financial statements to correct misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the audited financial statements are immaterial, both individually and in the aggregate, to the financial statements as a whole. Any assistance provided by us in preparing the financial statements, adjusting entries or disclosures does not decrease management's responsibility to assure that the result is not misleading. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing any such services. The management representation letter must be signed and returned to us before we will release our auditors' report.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. GAAS does not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as the Town's auditors.

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over

compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

If you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the Town's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to Marcum before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the Town's financial statements, including financial statements published electronically on the Town's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document. However, you agree that you will notify Marcum and obtain our approval prior to including any of our reports on any electronic site.

If the Town elects to issue public debt and not have us associated with the proposed offering, we agree that our association with the proposed offering is not necessary providing that the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.

Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP also has not performed any procedures relating to this official statement.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Assistance by Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that the Town's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information. During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

Background Checks

As a matter of our Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures, and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. Marcum will periodically reevaluate the Firm's independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether Marcum's independence may have been impaired. You agree to advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including: changes in beneficial owners of more than 20% of your voting interests, senior management or the board of directions, or potential mergers, acquisitions or business combinations with companies that may have preexisting relationships with Marcum or conflicts that could affect our independence.

Also, in order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one-year period prior to the commencement of the year-end audit, and through the date of issuance of our audit report. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

Confidentiality/Access to Working Papers

“Confidential Information” means non-public information that a party marks as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to a recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by recipient from a non-party. Each party will protect the confidentiality of Confidential Information that it accesses or receives, except that a party may disclose Confidential Information to the extent required by applicable law, statute, rule, regulation, judicial or administrative process or professional standards or litigation pertaining hereto. If disclosure of Confidential Information is required by law, statute, rule or regulation judicial or administrative process (including any subpoena or other similar form of process), or by professional standards, then the party required to make that disclosure shall (other than in connection with routine supervisory examinations by regulatory or authorities with jurisdiction or professional standards or reviews, and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and if practicable under the circumstances, allow the disclosing party to seek a restraining order or other appropriate relief at disclosing party’s sole cost and expense. In addition, the Town acknowledges and agrees that Marcum may disclose Confidential Information to respond to its professional obligations. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this agreement, Marcum and the Marcum Subcontractors (defined below) may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. Marcum and the Marcum Subcontractors will not use or disclose Confidential Information in a way that would permit you to be identified by third parties without your consent. With respect to tax return information, you may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by you.

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and with our Firm’s policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their

review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third party in connection with a legal or administrative proceeding (including a grand jury investigation) to which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

Marcum may use or subcontract the services to its affiliates, subsidiaries, Marcum related parties and/or third parties, including contractors, subcontractors and cloud-based service providers, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible to you for the protection of such information and services performed by such Subcontractors as provided herein.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

The Firm and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. The Firm and the Town each expressly agree and acknowledge that the Supreme Court of the State of New York, County of New York, Commercial Division, and the United States District Court for the Southern District of New York, Manhattan Courthouse, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party. If and only if the action does not satisfy the damage prerequisite for

jurisdiction in the County of New York Commercial Division, then any such state court action shall be brought in the County of Suffolk, Commercial Division.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Town and our relationship with you shall be governed by the laws of the State of New York to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either the Firm or the Town, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

LIMITATION OF LIABILITY

You agree that our liability arising from or relating to our services shall not exceed the total amount paid by you for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The Town hereby indemnifies Marcum and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Town's management, regardless of whether such person was acting in the Town's interest. This indemnification will survive completion or termination of this agreement.

Other Services – Agreed-Upon Procedures Engagement (AUP) for School End-of-Year Financial Report (EOYR)

We agree to apply procedures to the School End-of-Year Financial Report for the year ended June 30, 2023. These procedures will be applied for the purpose of reporting our findings in regard to the results of the procedures performed. The procedures we will perform have been agreed to by the Medfield Public Schools (MPS). The agreed-upon procedures are based on the Massachusetts Department of Elementary and Secondary Education's Compliance Supplement for Massachusetts School Districts Agreed Upon Procedures Engagements which will be applied to the School End of-Year Financial Report.

Our engagement will be conducted in accordance with attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants. Management

of the MPS is solely responsible for the sufficiency of the agreed-upon procedures. Therefore, we make no representations as to the sufficiency of the procedures as described in the preceding paragraph or for any other purpose. The agreed-upon procedures are not designed to constitute an examination of the School End-of-Year Financial Report in accordance with Generally Accepted Auditing Standards. Therefore, we will not express reasonable or limited assurance on the School End-of-Year Financial Report. We have no obligation to perform any procedures beyond those agreed to by the specified parties as enumerated in this letter of engagement. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report or we will not issue a report as a result of this engagement.

Our procedures are also not designed to detect error or fraud that is immaterial to the School End-of-Year Financial Report. However, we will inform you of any material errors or fraud that come to our attention, unless clearly inconsequential. Our responsibility is limited to the period covered by our procedures and does not extend to matters that might arise during any later periods for which we are not engaged. At the conclusion of our engagement, we will present a written report listing the procedures and our related findings. This report will be intended for use by and restricted to the use of the management and governing body of the MPS, and our report will contain such restricted-use language.

The MPS's management is responsible for maintaining a sound system of internal control. These controls are the best means of preventing or detecting errors or fraud. Management is also responsible for selecting and determining the suitability and appropriateness of the criteria upon which the School End-of-Year Financial Report will be evaluated. Management is responsible for making all financial records and related information available to us. We understand that you will provide us with the basic information required for our procedures and that you are responsible for the accuracy and completeness of the information.

Non-Attest/Non-Audit Services

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee any non-attest services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they

are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the Town's internal control as part of a non-attest/non-audit service engagement.

We will perform the following services that are considered non-attest services:

- Financial statement preparation
- Consolidating funds into governmental and business-type activities and converting to the accrual basis of accounting based on information from the Town's accounting records
- Preparation of the capital asset/depreciation schedules
- Preparation of the Data Collection Form

Other Services

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the Town. Whenever you feel such meetings are desirable, please let us know; we are prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend the meetings of the Select Board.

Timeline

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our fee for audit services will be \$32,500. Fees for the testing of the School End-of-Year Report will be an additional \$5,000.

This fee assumes the audit of one Federal programs (clusters). The uncertainty surrounding the affect the COVID-19 pandemic may result in an increase in the number of Federal programs (clusters) required to be audited in compliance with Uniform Guidance. As a result, additional fees may apply. We will discuss this with you once this determination is made.

Our invoices for these fees will be rendered as the work progresses and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding

invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The Town may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the Town's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Town.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Scott McIntire, CPA

PTN/ck

Town of Medfield, Massachusetts
July 10, 2023
Page 16

ACCEPTED

This letter correctly sets forth the agreement of the Town of Medfield, Massachusetts.

Officer's signature: _____

Title: _____

Date signed: _____

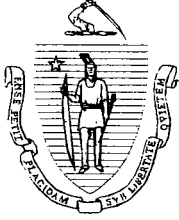
APPENDIX A

Town of Medfield, Massachusetts Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

Informational



Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus Jr., Secretary

June 13, 2023

Gus Murby
Select Board
Town of Medfield
459 Main Street
Medfield, Massachusetts 02052

David McCready
The Jacob R. Cushman Realty Trust
266 Main Street, #34
Medfield, Massachusetts 02052

RE: 441 Main Street, Medfield, Massachusetts
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Messrs. Murby and McCready:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed 441 Main Street project has been approved. This approval is based on your application that sets forth a plan for the development of eight rental units. The proposed rents for the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Executive Office of Housing and Livable Communities (EOHLC) staff has performed an on-site inspection of the proposed project sites. EOHLC has made the following findings:

1. The proposed project appears generally eligible under the requirements of LIP, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Medfield housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project sponsor and the development team meet the general eligibility standards of LIP;
7. The project sponsor has an executed Purchase and Sale agreement for the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

Please provide us with a copy of the comprehensive permit as soon as it is issued. The EOHLC legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer, and EOHLC prior to starting construction.

As stated in the application, the 441 Main Street project will consist of eight units, four of which will be affordable; all will be eligible for inclusion in the Town's subsidized housing inventory. The affordable units will be marketed and rented to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

Please note that, after reviewing the request and supporting documentation submitted by the Town of Medfield, EOHLC has agreed to waive the requirement for an appraisal (Comprehensive Permit Guidelines, Section IV.B.1.b). Please note that under the Comprehensive Permit Guidelines, IV.B.1.b, this project qualifies as an exception to the requirement to submit an as-is appraisal of the property.

The conditions that must be met prior to final EOHLC approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans*;
2. Any changes to the application it has just reviewed and approved, including but not limited to alterations in unit mix, rents, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by EOHLC;
3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and
4. The Town shall submit to EOHLC the finalized details of the comprehensive permit.

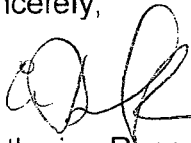
As the 441 Main Street project nears completion of construction, EOHLC staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both EOHLC and the Medfield Select Board a project cost examination for the comprehensive permit project.

This letter shall expire two years from this date or on June 13, 2025, unless a comprehensive permit has been issued.

We congratulate the town of Medfield and The Jacob R. Cushman Realty Trust on your efforts to work together to increase the Town's supply of affordable housing. If you have any questions as you proceed with the project, please call Rieko Hayashi at 617-573-1426.

Sincerely,



Catherine Racer
Director

cc: Maria De La Fuente, Director of Land Use and Planning
Kristine Trierweiler, Town Administrator
John McNicholas, Zoning Board of Appeals
Office of the Chief Counsel, EOHLC

Enc.

RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, The Jacob R. Cushman Realty Trust, acknowledges and accepts this approval letter, including the obligation under law to provide the Executive Office of Housing and Livable Communities and the town of Medfield with a project cost examination.

Signature: _____

Name (print): _____

Date: _____

Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Executive Office of Housing and Livable Communities, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program

441 Main Street, Medfield, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT

Sponsor:

The Jacob R. Cushman Realty Trust
266 Main Street, #34
Medfield, MA 02052

Project Addresses:

441 Main Street
Medfield, MA 02052

This project will provide rental opportunities according to the following breakdown:

Type of Unit	# of Units	# of Bdrms.	# of Baths	Gross SF	Utility Allowance	Maximum Rent
Market Units	4	2	1.5	1,058	N/A	\$2,700
LIP Units	4	2	1.5	1,058	N/A	\$2,208
Total Units	8					



June 22, 2023

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly please note the following which will occur on or about August 29, 2023, to the Xfinity channel lineup provided in your community:

- The following will move to a new channel location: Local Programming 12/1090 to 6/1070, Local Programming 98/1071 to 9/1075, Local Programming 1084 to 1076, and Local Programming 1070 to 1071; WLVI (CW) 11 to 12; WNEU (Telemundo) 96 to 19; WSBE (PBS) 9 to 11; WWDP (IND) 81 to 24; QVC 82 to 25; NECN 6 to 48; Jewelry TV 48 to 57; Leased Access 283 to 190.
- The following changes will occur: HBO Zone, 5 Star Max, MovieMax, OuterMax and SHO X BET will no longer be available from Xfinity; HBO Signature HD will be added to 771/1806.
- The following channels will only be available in the channels noted and removed from any 3-digit channels numbers: Leased Access 1096; Leased Access 1099; WGBH World 1146; WGBX Kids 1147; WGBX Create 1148; WSBE Learn 1150; WBZ Start 1165; WBZ Dabl 1166; WBTS Cozi 1171; WBTS 1172; WHDH This TV 1174; WLVI BuzzR 1177; WCVB MeTV 1180; WFXT Comet 1186; WFXT Laff 1187; WNEU TeleXitos 1192; and WUTF LATV 1195.
- The following will move to a new channel location: Disney Channel 24 to 70; Nickelodeon 25 to 71; Freeform 26 to 72; Bravo 57 to 53; Food Network 40 to 54; MSNBC 27 to 40; Travel 53 to 67; BET 67 to 68; TruTV 68 to 27; History 71 to 66; Golf Channel 65 to 69; Hallmark Channel 54 to 73; BBC News 190 to 189; Pursuit Channel 686 to 258; MLB 269 to 262; ESPN U 286 to 263; NFL Red Zone 287 to 264; Big Ten Network 285 to 269; Screenpix 205 to 330; Screenpix Action 197 to 331; Screenpix Westerns 206 to 332; Screenpix Voices 209 to 333; Starz 321 to 335; Encore 326 to 336; Encore Action 203 to 337; Encore Westerns 207 to 338; and Encore Black 192 to 339.
- The following duplicate channels will no longer be available: TruTV 186; Flix 202; Hallmark 208; INSP 234; EWTN 238; MSNBC 251; NBA TV 599 and NFL Network 715.

Customers are receiving notice of these changes in their bill. Please do not hesitate to contact me with any questions at patrick_shearns@comcast.com or 617.279.1406.

Sincerely,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs



June 12, 2023

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: Price Change to Starz Channel

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- *Starz will be increasing its per month price from \$8.99 to \$9.99 effective with a customer's July 2023 billing statement.*

Please do not hesitate to contact me should you have questions at patrick_shearns@comcast.com.

Sincerely,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs

The Law Offices of
JAMES W. MURPHY
Post Office Box 1327
Sherborn, Massachusetts 01770

James W. Murphy, Esq.
Martin J. Murphy, Esq.*
* Admitted in MA and RI

Telephone: (508) 653-7162
Facsimile: (508) 653-7163

Cell Phone: (508) 335-8708
Email: james.murphy.esquire@gmail.com

July 7, 2023

Department of Housing and Community Development
100 Cambridge St., Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program

Town of Medfield
459 Main Street
Medfield, MA 02052

RE: 67 & 71 North Street, Medfield, Massachusetts

To Whom It May Concern:

Enclosed please find the updated Affordable Housing Units Annual Schedule of Rents and Allowances for the above referenced properties.

Very truly yours,


Martin J. Murphy

Enclosures

Affordable Housing Units Annual Schedule of Rents and Allowances

<u>Address:</u> <u>Allowance:</u>	<u>Lease Expiration:</u>	<u>Total Rental Amount:</u>	<u>Utility</u>
71 North Street Unit 1E Medfield, MA 02052	3/31/2024	\$1,995.00	\$136.00
71 North Street Unit 3F Medfield, MA 02052	6/30/2024	\$2,200.00 starting 7/15/2023	\$136.00
71 North Street Unit 1D Medfield, MA 02052	3/31/2024	\$2,395.00	\$136.00
67 North Street Unit 1B Medfield, MA 02052	10/31/2023*	\$1,700.00	\$136.00

*The current Tenant has been offered a year lease term extension at a rental rate of \$1,750/month. We are waiting on the Tenant to complete the necessary recertification of income paperwork.