Select Board
Meeting Packet
August 22, 2023

REQUEST FOR MUTUAL AID ASSISTANCE

A **Request for Mutual Aid Assistance** is being made by the **Requesting Party** to the **Sending Party** for the event described herein pursuant to the provisions of Chapter 40, section 4J of the Massachusetts General Laws, as amended.[1]

The event for which mutual aid assistance is being requested qualifies as a "**public safety incident**" as defined in Chapter 40, section 4J of the General Laws, as amended.[2]

Requesting Party:	Foxborough Police Department 8 Chestnut Street Foxborough, MA 02035
Requesting Party Point of Contact:	Deputy Chief Richard Noonan
Sending Party:	[insert Police Department here]
Date & Time of Event:	All permitted events at Gillette
Location of Event:	Gillette Stadium 1 Patriot Place Foxborough, MA 02035
Description of Event:	NFL Football Games, Concerts, and other large scale events.
Nature, Type, and Amount of Personnel, Equipment, Materials,	Officers to assist with security operations of Gillette Stadium

[1] The Statewide Mutual Aid Agreement is established under Chapter 40, section 4J of the General Laws. Communities that chose to be a part of this agreement can request emergency response assistance from any participating community in the state. A community that has opted in can send or request resources during any public safety event or incident.

[2] "Public safety incident" is an event, emergency or natural or man-made disaster, that threatens or causes harm to public health, safety or welfare and that exceeds, or reasonably may be expected to exceed, the response or recovery capabilities of a governmental unit including, but not limited to, a technological hazard, planned event, civil unrest, health-related event and an emergency, act of terrorism and training and exercise that tests and simulates the ability to manage, respond to or recover from any such event.

Supplies, or Other	
Resources being Requested:	Personnel
Manner in which the Resources Shall be Used and Deployed:	Officers assigned per operational requirements
Length of Time for which the Resources Shall be Needed:	Event duration: 4 to 16 hours
Command & Control:	The **Requesting Party** shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by a **Sending Party** consistent with the incident command system. The **Sending Party** shall retain direct supervision, command and control of personnel, equipment and resources provided by the **Sending Party**. While rendering mutual aid assistance under the agreement, the **Sending Party** shall be responsible for the operation of its equipment and for any damage thereto.
Expenses & Costs:	While providing the requested mutual aid assistance, employees of a **Sending Party** shall receive the same detail rate of pay offered to employees of the **Receiving Party**. The Town of Foxborough will be responsible for paying employees of the **Sending Party** who render assistance hereunder directly.
Authority & Powers of Sending Party Personnel:	While providing mutual aid assistance hereunder, employees of the **Sending Party** shall be afforded the same powers, duties, rights and privileges as they are afforded in the **Sending Party's** geographical jurisdiction or location.
Other Obligations:	

Except as otherwise provided for by the **Requesting Party** herein, a **Sending Party** shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the **Sending Party's** jurisdiction. See Attachment from Cabot Risk Strategies LLC outlining insurance coverage for **Sending Party** personnel working details at Gillette Stadium.

Any citizen or other complaints or investigatory or disciplinary action arising out of the conduct of any employee of the **Sending Party** acting pursuant to this request shall be treated as if the employee had been operating within the territorial limits of the **Sending Party** at the time of the incident(s) or conduct at issue, unless otherwise agreed upon by the **Sending Party** and the **Receiving Party**. The Foxborough Police Department agrees to investigate all citizen's complaints and forward all information to **Sending Party** agency.

Waiver of Claims:

Each party waives all claims and causes of action against each other that may arise out of their activities while rendering or receiving mutual aid assistance, including travel outside of its jurisdiction.

Indemnification & Hold Harmless:

The **Requesting Party** shall defend, indemnify, and hold harmless the **Sending Party** from all claims by third parties for property damage or personal injury which may arise out of the activities of the **Sending Party** or its employees while providing the mutual aid assistance requested here.

This **Request for Mutual Aid Assistance** is hereby requested by:

The Foxborough Police Department,
by and through its Authorized Representative

Michael Grace
Chief of Police
Town of Foxborough

The **Sending Party** hereby agrees to provide the requested assistance pursuant to the terms and conditions set forth in this **Request for Mutual Aid Assistance**.

The Sending Party,
by and through its Authorized Representative

[insert name and rank here]

Article IV, Police Regulations
Section 21 Solicitation

OK 8

TOWN OF MEDFIELD
APPLICATION TO SOLICIT

DATE: 05 JULY 23

NAME: MITCHELL WHITTINGHAM

HOME ADDRESS: [redacted]

TELEPHONE NO: [redacted] DATE OF BIRTH: 07/07/1996

SOCIAL SECURITY NO. [redacted] HEIGHT: 6'2" WEIGHT: 240
COLOR OF HAIR: Brown EYES: Brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: [redacted]

VEHICLE: YEAR 2019 MAKE ~~Dodge~~ Dodge PLATE NO. BR24GZ STATE MA

VEHICLE OWNER AND ADDRESS [redacted]

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones RD Waltham ma, 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free estimates, Windows, Roof, Sd

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

APPROVED / DISAPPROVED

DATE: _____

_____
BOARD OF SELECTMEN

Article IV, Police Regulations
Section 21 Solicitation

OK

TOWN OF MEDFIELD
APPLICATION TO SOLICIT

DATE: 05JUL23

NAME: JACOB A. CRAM

HOME ADDRESS: [redacted]

TELEPHONE NO: [redacted] DATE OF BIRTH: 08/10/1998

SOCIAL SECURITY NO. [redacted] HEIGHT: 6 WEIGHT: 198

COLOR OF HAIR: BRWN EYES: HZL

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: [redacted]

VEHICLE: YEAR '18 MAKE BMW PLATE NO. 1IR244 STATE R.I.

VEHICLE OWNER AND ADDRESS SAME AS ABOVE

NAME OF BUSINESS: POWER HOME REMODELING

BUSINESS ADDRESS: 201 JONES RD, WALTHAM, MA

NATURE OF BUSINESS AND GOODS TO BE SOLD: FREE ESTIMATES ON WINDOWS, ROOFING, SIDING

IF APPLICABLE, STATE PERMIT NO: ~~LENGTH OF PERMIT~~

REQUESTED LENGTH OF TIME TO SOLICIT: ~~LEN~~ PERMIT DURATION

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

APPROVED / DISAPPROVED

DATE: _____

_____
BOARD OF SELECTMEN

Article IV, Police Regulations
Section 21 Solicitation

OK C

TOWN OF MEDFIELD
APPLICATION TO SOLICIT

DATE: 6·30·23

NAME: Kyle Renaut

HOME ADDRESS: [redacted]

TELEPHONE NO [redacted] DATE OF BIRTH: 7·22·96

SOCIAL SECURITY NO [redacted] HEIGHT: 5'10 WEIGHT: 165

COLOR OF HAIR: Brown EYES: Brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE [redacted]

VEHICLE: YEAR 2013 MAKE Chrysler PLATE NO. 5ER346 STATE MA

VEHICLE OWNER AND ADDRESS Kyle Renaut / [redacted]

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones Rd Waltham 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimates on Windows / Roofing / Siding

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of Permit

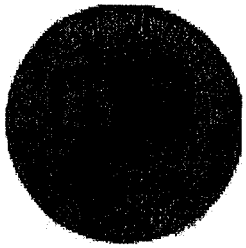
LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

APPROVED / DISAPPROVED

DATE: _____

_____
BOARD OF SELECTMEN



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

Applicant's email: [redacted]

Town of Medfield
Application to Solicit

Date: 7/31/23

Applicant's Name: Christopher Joseph Kelley

Home Address: [redacted]

Telephone No. [redacted] Date of Birth: 09/22/89

Social Security No [redacted] Height 5, 9" Weight 250

Color: Hair Blonde Eyes Hazel

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

Motor Vehicle Owner and Address: [redacted]

Motor Vehicle Registration No. [redacted]

Motor Vehicle Make: Toyota Model: Prius Year: 2012

Name of Business: Renewal by Andersen

Business Address: 30 Forbes rd, Northborough MA 01532

Nature of Business and goods to be sold: Windows and Doors

Non-Profit (Y/N) Other: _____

Permit Number (State or local if any): NA

License requested for what length of time: 90 Days

Days of week and hours of solicitation: Mon - Fri. 10-6 or 11-7

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

Name	Address	Date of Birth	SS#
NA			

Application Fee: $10.00

Public Hearing will be required

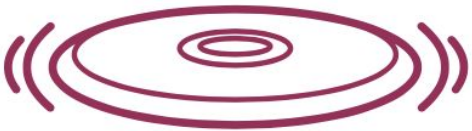
Applicant's Signature: _____

Approved/Disapproved

Date: 8-1-23

_____

Chief of Police



MEDFIELD

DISC GOLF

DISC GOLF

- Rob Tatro
  - Medfield Park and Recreation Commissioner (4th term)
  - Physical Education and Wellness Teacher at Sunita Williams Elementary School in Needham
  - Member of the Professional Disc Golf Association since 2003
  - Past President of the New England Flying Disc Association
- What is Disc Golf?
  - This video will help give a visual about what a typical disc golf course can look and play like

MEDFIELD
DISC GOLF

DISC GOLF IN MASSACHUSETTS

Learn all about disc golf in Massachusetts. Ranked as the 34th best disc golf state in United States, Massachusetts has 93 courses. Among these are 50 courses which have 18 or more holes. Massachusetts is also home to 112 leagues and 23 stores that sell disc golf gear.

Courses in Massachusetts, United States

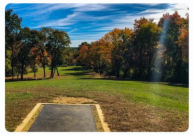
Show all

Maple Hill

4.9 7787 ratings

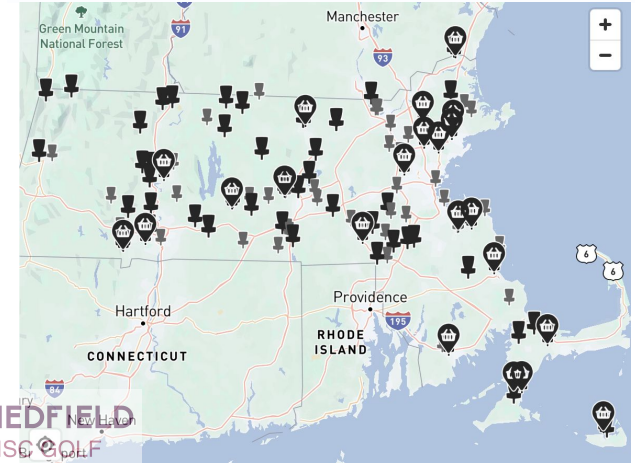
Nantucket

4.7 440 ratings

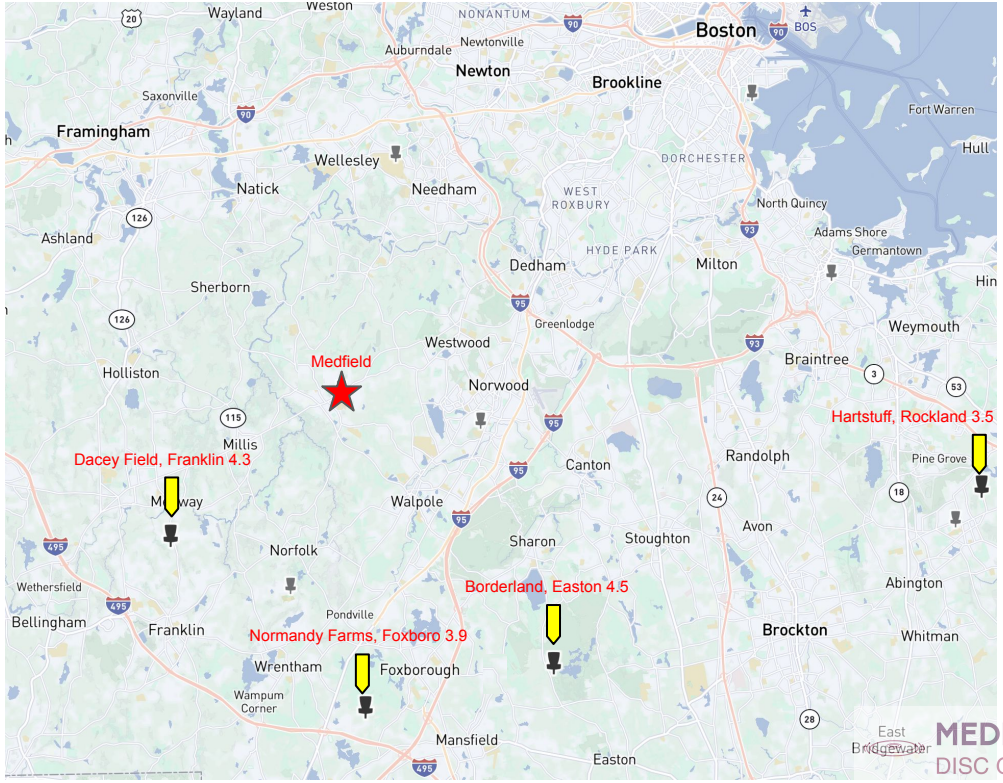


501 Disc Golf

4.6 1620 ratings



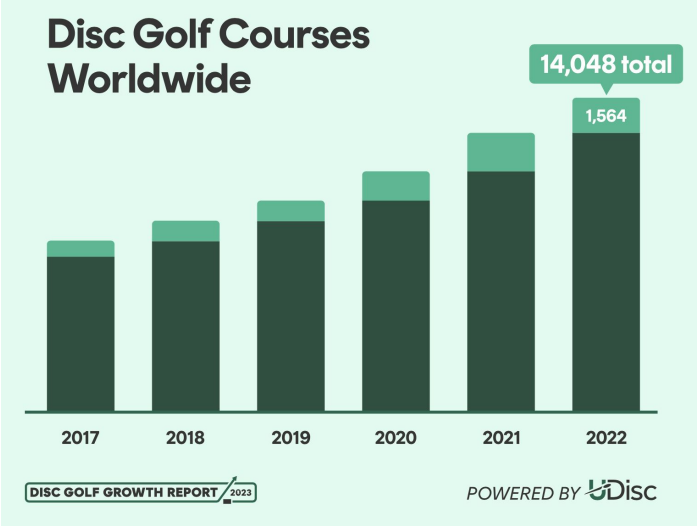
Disc Golf Courses in the Medfield Area



MEDFIELD DISC GOLF
MEDFIELD DISC GOLF

WHAT ARE THE BENEFITS FOR MEDFIELD?

- Disc golf is a form of passive recreation that can coexist with other user groups
- Disc golf provides recreational opportunities for all age levels, particularly within our teen population which have limited opportunities here in Medfield
- The introduction of a disc golf course at Hospital Hill will provide a rotating “neighborhood watch” which can help reduce unwanted behaviors in that area
- Many parts of the property are being overwhelmed by invasive species which can do damage to even the most mature trees. The installation of a disc golf course on this property will help manage these invasive species while preserving and enhancing the existing landscape for years to come
- Disc golf tourism is a burgeoning industry with incredible growth potential.
  - 87% of UDisc players traveled 20 or more miles to play a round in 2022, according to a survey conducted by UDisc last year



MEDFIELD
DISC GOLF

MEDFIELD DISC GOLF

PROFESSIONAL DISC GOLF DESIGN

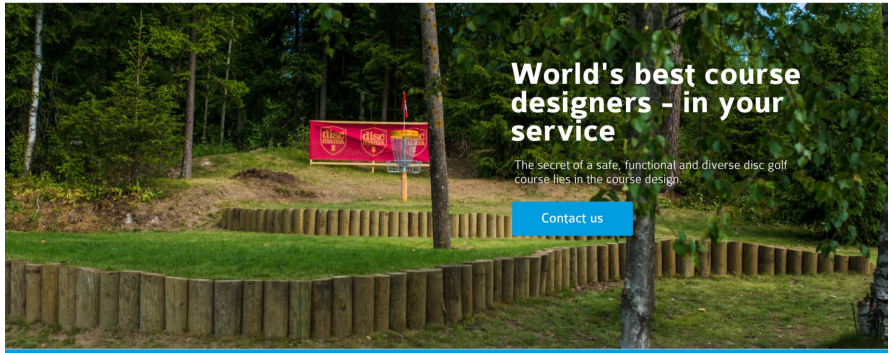
MEDFIELD DISC GOLF

Avery Jenkins
Designer since: 2015
Courses designed: 21
Area: United States
E-mail:
avery.jenkins@discgolfpark.com

Let's create an incredible DiscGolfPark together!

- DiscGolfPark championship course designer
- 2009 PDGA World Champion
- Played over 1,500 courses worldwide (49 states, 23 countries)

Contact us



"Austin Montgomery is a true professional. He approached this project with confidence, and set clear goals and expectations for the project. He had an open mind and was flexible to meet the requests of our park staff, whereby preventing any maintenance complications. Allowing us to participate in this process was kind and he was determined to meet the goals and expectations established by City of Fort Morgan staff. We look forward to continued success through this partnership, further we believe in the direction the sport is headed and that we will have a world class facility that many will enjoy for years to come."

Josh Miller, Community Services Director, City of Fort Morgan, Colorado

"Motala municipality began work building a disc golf course in Bondebacka recreational area. We contacted DiscGolfPark. From the initial contact, we've been satisfied with their collaboration. They did everything from mapping the area, designing the course and marking everything for installation. This all in close cooperation with our employees. DiscGolfPark crew are knowledgeable and they are willing to serve you. Easy to work with, easy to talk with."

Åsa Grellsgård, Sports Director, municipality of Motala, Sweden

"The Heinola course was built fully by our local disc golf association LDG. The renewal process took many years. After starting cooperation with DiscGolfPark things jumped on a whole new level. Now we have the world's best DiscGolfPark World, which suits players of all skill levels. The course is now known widely as Kippis.org. Cooperation with DiscGolfPark has been very fluent and I can highly recommend their first class services."

Jere Pohjankoski, Founder of Lords of DiscGolf ry., Finland.

DiscGolfPark

DiscGolfPark - DiscGolfPark Offer
4/12/2022

Robert Tatro
McCarthy Park - Medfield, MA
508-397-4410
rtatro@mac.com

Avery Jenkins
DiscGolfPark® Course Designer
541-337-8668
avery.jenkins@discgolfpark.com

DiscGolfPark®, 18 holes
- Complete solution including professional course design and consultation by a Disc Golf World Champion, full-color maps and all course equipment.

DiscGolfPark® Pro Target, 19 pcs (incl. one practice basket)
- High visibility target top. Top part is powder painted.
- All parts hot dip galvanized.
- 28 chains configured in two tiers for superior catching.
- Comes with locking ground sleeve for permanent set up.
- This target is approved by the PDGA (Professional Disc Golf Association), which means that it can be used in competitions.
- The DiscGolfPark Pro Target is the most popular disc golf target in Europe.
- 25-year warranty. **Made in Finland.**

Pro Turf Teepad, 18 pcs
- Teepad size 7.5' x 13.5' (6' x 12' mounted)
- Turf tuft length 1.25 inches
- Material: polyethylene, Color: green
- 10-year warranty. **Made in the USA.**

TeeSign, 18 pcs
- Painted metal body.
- Height 47 inches (28 inches from ground level).
- Laminated, UV-resistant digital vinyl print with aluminum background.
- Security screws.
- Drawing included.
- 10-year warranty. **Made in Finland.**

InfoBoard, 1 pc
- Painted metal frame.
- Board size: 41 inches x 28 inches.
- Laminated, UV-resistant digital vinyl print with aluminum background. Security screws.
- Drawing included.
- 10-year warranty. **Made in Finland.**

DiscGolfPark

Course design
- Professional design that results in a safe, fun and interesting course.
- Designer's travel costs are included.

Map drawing
- Stylish graphics with accurate course information.

Freight to McCarthy Park - Medfield, MA

TOTAL **$22,950**

Delivery does not include:
- Installation, assembly and course preparation work such as tree cutting.
- Concrete bases for Targets, TeeSigns and the InfoBoard.

Terms of payment:
- First 50% of total value before equipment shipment.
- Last 50% of total value at reception of course equipment.

This offer is valid for 90 days. (July 12, 2022)

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer:_____Signed:_____Date:_____

I hope that you find this offer satisfying and we can start a course project together. I'm glad to help you if you need more information.

Sincerely Yours,

Avery Jenkins

DiscGolfPark®
6557 Buttercup Dr. Unit 1
Wellington, CO 80549
United States

Avery Jenkins
DiscGolfPark® Course Designer
541-337-8668
avery.jenkins@discgolfpark.com
www.discgolfpark.com

CONSULTING GROUPS

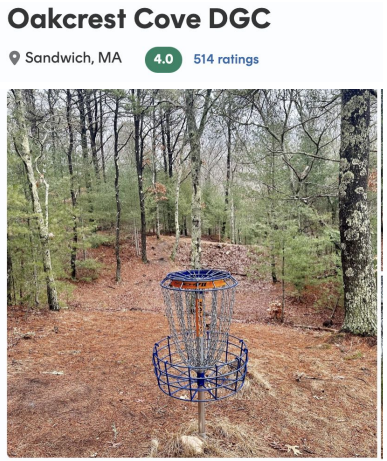
MEDFIELD
DISC GOLF

Progress so far:

- Received favorable feedback from Kristine Trierweiler, Medfield Town Administrator
- Secured funding with Katie Walper, Medfield Parks and Recreation Director and the Medfield Parks and Recreation Commission
- Proactively met with the Medfield ConCom to get initial thoughts and concerns
- Met with Medfield Department of Public Works to get an idea of how they can help with installation process and parking
- Talked with the Medfield Public Schools about shared use of the Hospital Hill property to get an understanding of how we can share the use of the land with the cross country teams

In response to these conversations:

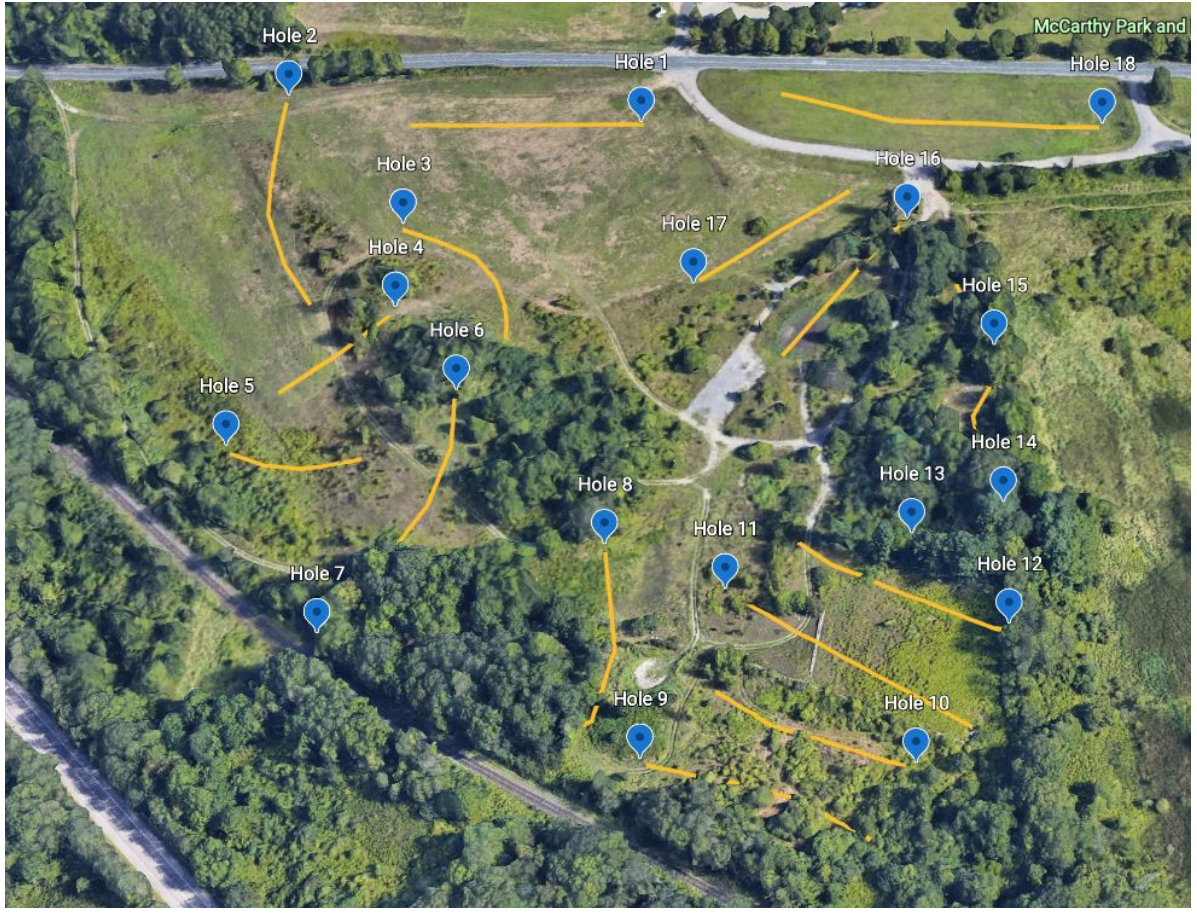
- Drew McManus, Conservation Agent for the Town of Mashpee, has agreed to join us as a conservation consultant on this project
- Drew was the lead contact and primary point person for the newly constructed Oakcrest Cove Disc Golf Course in Sandwich, MA



PROPOSED LOCATION

MEDFIELD DISC GOLF
MEDFIELD DISC GOLF

WHAT A COURSE COULD LOOK LIKE AT HOSPITAL HILL

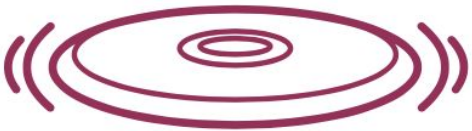


MEDFIELD
DISC GOLF

POSSIBLE TIMELINE

- Presentations to the various stakeholders and user groups 2023
- Selectboard approval by end of 2023
- Design work to begin and to be done through the winter and spring of 2024
- Construction and installation of the course summer/fall 2024
- Soft opening of the course winter of 2024
- Official opening spring 2025

MEDFIELD
DISC GOLF



MEDFIELD

DISC GOLF

Gmail

Brittney Franklin <bfranklin@medfield.net>

Fwd: OSRP Update- State Comments and draft Plan Revisions

Kristine Trierweiler <ktrierweiler@medfield.net> Fri, Aug 18, 2023 at 12:35 PM
To: Brittney Franklin <bfranklin@medfield.net>

---------- Forwarded message ---------
From: [redacted]
Date: Wed, Aug 2, 2023 at 2:03 PM
Subject: OSRP Update- State Comments and draft Plan Revisions
To: Maria De La Fuente <mdelafuente@medfield.net>
Cc: [redacted] Kristine Trierweiler <ktrierweiler@medfield.net>

Hello Maria (and copy to Wayne). Please feel free to forward this to the Select Board, Planning Committee, and Parks and Rec. I have addressed an email to all of Con Comm directly so there is no need to forward to them.

On July 6th, we received feedback on the Open Space and Recreation (OSRP) we submitted to the State. We fully expected there would be comments from the state requiring potential edits—after all, that is their job. Our consultant had a follow up discussion with the State to clarify a few items and, based on the letter and the discussion, we updated the approved plan with the appropriate draft changes. The OSRP committee met last week (7/27) and reviewed, discussed and voted on/approved the redlined version attached here with our proposed edits to address the state's comments. While most of the comments were more administrative in nature and did not impact the overall intent and conclusions of the plan, there were items (bolded in the outline below, "Comments for Sections 6 and 8") we would like to have Con Comm, Parks and Rec, Planning Board and the Select Board review and provide feedback on.

I have attached the letter with comments from the State. Here is how the OSRP Committee addressed the comments from the State, reflected in the redlined document you were forwarded.

1) Comments 1-4, 7 and 10 are minimal and we have made small changes to clarify and address the comments. No changes are substantial or change the narrative. Changes are redlined.
2) Comments for section 5 have been discussed by the OSRP committee and have been addressed.
4) **Comments for Section 6 and 8.**

- For section 6 (pages 94 to 96), Wayne (the Town's consultant) has had conversation with the State after receiving their comments to explain our committee's mandate to ensure the OSRP goals are tied to the Town wide Master Plan, the Select Board's goals for the Town, the previous OSRP survey frpm 2019, and the MSH planning efforts as well as from the town forums we held and the 2023 OSRP survey. We have revised this section by only listing the goals from those other documents/sources that relate to/impact the OSRP Plan and reinforcing the support/needs for open space and recreation in those other planning efforts with the data we collected from public comments, surveys and various stakeholders (all captured in section 10).
- For section 8 (pages 101-108), **this is the most extensive reorganization because the request was made by the State to prioritize the goals. provide additional details and timelines for each.** ***This is the area we need to give the most attention to since the previous approved plan did not rank or prioritize the goals.*** This was done to allow each department flexibility to manage their goals based on the resources available and other work/demands on their time. We have done our best, based on the surveys and feedback from various stakeholders and the public from forums and surveys, to prioritize the goals in the redlines areas of Section 8, but the relevant committees/boards should ultimately set the priorities and the timelines for the goals falling under their purview. Changes in Section 8 are also updated in the table shown in Section 9 (pages 129-134). Please note— none of the goals have been changed, we just need to set a rank order with timelines, which our edits attempt to do as a starting point.

5) The other comments (map quality, letters of support, ADA) are administrative and are being addressed.

The OSRP Committee is not looking for any other changes or feedback except to the specific areas noted above and promptly addressed in the redlined document we provided. The plan was approved by all Town committees and the purpose of our committee forwarding the comments and the proposed changes back to other Town boards is focused on sections 6 and, more critically, section 8 where there is a significant work assigning priorities and timelines.

The plan is provisionally accepted so we can submit for grant money, etc. but we do want to wrap this up because no payments can be made for the grants until the final version is approved.

We appreciate your time to review the sections we have edited, based on the outline above.

Regards,
Jerry Potts
OSRP Chair

--
Kristine Trierweiler
Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
508 906 3011 phone
508 359-6182 fax

Follow us:
www.town.medfield.net
Twitter: @townofmedfield

Town House Hours:
Monday 8:30 AM to 4:30 PM
Tuesday 8:30 AM to 7:30 PM
Wednesday 8:30 AM to 4:30 PM
Thursday 8:30 AM to 4:30 PM
Friday 8:30 AM to 1:00 PM

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2 attachments

medfield cond.pdf
125K

Medfield OSRP-WF07-29-23-track changes.pdf
10593K

The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT GOVERNOR

Rebecca L. Tepper
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
http://www.mass.gov/eea

July 6, 2023

Wayne Feiden, FAICP
Plan Sustain, Inc.
459 Main Street
Medfield, MA 02050

Re: Open Space and Recreation Plan

Dear Mr. Feiden:

Thank you for submitting the draft Open Space and Recreation Plan for Medfield to this office for review and compliance with the current Open Space and Recreation Plan Requirements. This plan has been conditionally approved through July 2030. Conditional approval will allow the town to participate in DCS grant rounds through July 2030, and a grant award may be offered to the town. However, no final grant payments will be made until the plan is completed.

Once the following items are addressed, your plan will receive final approval:

1. Introduction – the Planning Process and Public Participation section should discuss how the public was informed of each public event and survey. Only one event discusses how the public found out about it.
2. Fisheries and Wildlife – the wildlife corridors in town should be included.
3. Scenic Resources and Unique Environments – this section should go into more detail (don't just have a list, add details to it) and add a section on cultural and historic areas.
4. Environmental Challenges – sections on erosion, chronic flooding, sedimentation, and ground and surface water pollution must be added. If you feel that they are in there, look to see if you discussed where in the town these issues are occurring and what the specific impacts of these topics are on that area.
5. Section 5 – the table that lists town-owned conservation and recreation land should list specific amenities that are available in the current use column, as well as specific amenities that can be developed in the recreation potential column. The condition column should be filled in with entries such as "excellent", "good", "fair", or "poor". The degree of protection column should be filled in completely and entries that include data on town meeting votes should be explained further. Any Agricultural Preservation Restrictions in the town should be included.

6. Community Vision – the Open Space and Recreation Goals must be listed at the broad, big picture level. Listing the vision from the Master Plan is not relevant here.
7. Analysis of Needs – this section should be formatted into three subsections: Resource Protection Needs, Community's Needs, and Management Needs. The Community's Needs section should include recreation needs for special groups, such as teens and seniors.
8. Goals and Objectives – this section must be redone. It is not sufficient to copy and paste the goals from the Master Plan. This is an Open Space and Recreation Plan and must reflect the needs of your community's residents that have to do with open space and recreation. They should be developed from the listening sessions and public surveys you completed only on open space and recreation.
9. Action Plan – when you have completed the Goals and Objectives as requested above, this section should be redone and formatted into a table with columns that include the goals and objectives, a year-by-year plan of action, priorities, funding sources for each goal and objective, and a responsible party identified for each.
10. Letters of Review – letters from the regional planning agency and chief municipal officer are needed.
11. Maps – I would highly reconsider redoing all the maps as many are not high quality and need the town's boundaries. Each map should be one full page so that they're more legible. The Regional Context map must be redone to include the town's boundaries and denote where Medfield is on the map. The Water Resources map should label watersheds and surface water. The Unique Features map is missing. The Inventory map should denote the difference in ownership between municipally owned conservation and recreation properties, as well as include Agricultural Preservation Restrictions. Conservation Restrictions, and Chapter 61 land. The Action Plan should have a key to identify what the labels are on it.

Congratulations on undertaking such an important task! Please contact me at melissa.cryan@mass.gov if you have any questions or concerns, and I look forward to reviewing your final plan.

Sincerely,

Melissa Cryan

Melissa Cryan
Grant Programs Supervisor

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 APPLICATION
As of July 18, 2023

Applicants Name: Jean Mineo Email: jmineoe bellforge.org

Street Address: 3 Alder Rd. Telephone: 617-877-5158

City/Town, State: Medfield MA. 02052

Event and Purpose: Farm-to-Table Fund Raising Dinner (ticketed event)

Location of Event: Bellforge Arts Center

Date and Hours of Event: Fri. Oct. 13, 2023 5pm - 7:30 pm

Type of License Requested: All Alcohol ___ Or Malt/Wine only ✓

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 ___ N/A

Signature of Applicant

8/15/2023
Date filed

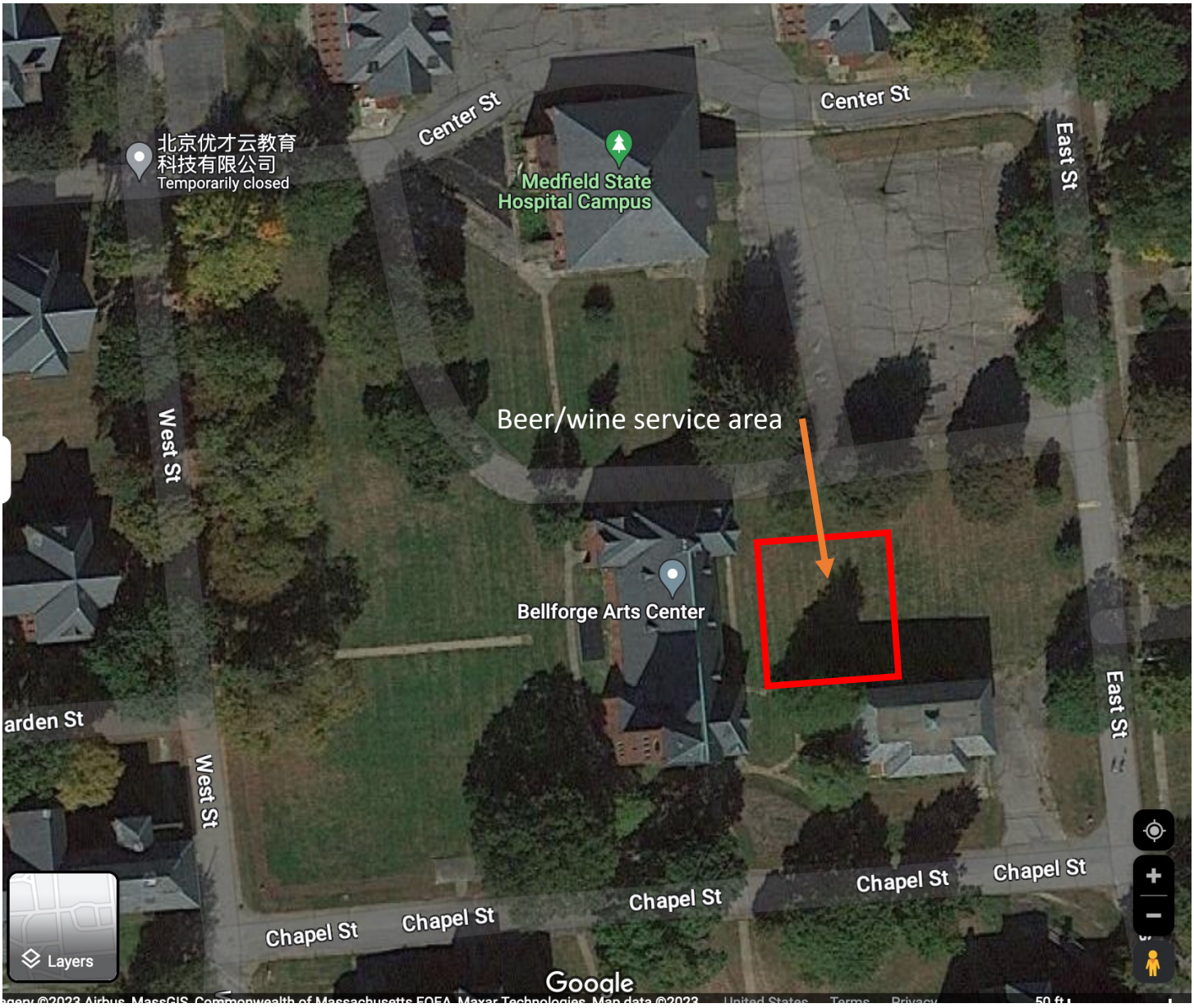
Licensing Authority Signature

Date approved

Conditions: ___

Bellforge
Arts Center

One Day Liquor Permit Request for 10/13/23
Contact: Jean Mineo



y it with you as proof of your TIPS certi

ID#: 5729259 Name: WILLIAM J TURBERT

Exam Date: 5/13/2022 Expiration Date: 5/13/2025

TIPS® On Premise

CERTIFIED

Issued: 5/31/2022 Expires: 5/13/2025

ID#: 5729259

WILLIAM J TURBERT

[redacted]

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Expires: 11/28/2024

ID#: 5603830

Jonathan Peter Lehman

[redacted]

For service visit us online at www.gettips.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: FLIP Program Support
PHONE (A/C, No, Ext): (844)-520-6992 **FAX (A/C, No):**
E-MAIL ADDRESS: info@fliprogram.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyds	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Michelle Mackenzie, DBA Superior Servers
68 Aberdeen Rd
Quincy MA 02171

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						ANIMAL BAILEE	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N / A	☐				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**LIQUOR LIABILITY** ☒ CLAIMS-MADE ☐ OCCUR	x	☐		08/26/2023	08/26/2024	$1,000,000 Occurrence / $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder had been added as additional insured regarding the above mentioned policy per attached
Additional Insured - Liquor License Holder (FLL2022)
Town of Medfield is listed as additionally insured, as we as Bellforge Arts Center, 45 hospital Road, Medfield, MA 02052

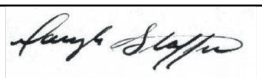
CERTIFICATE HOLDER

Town of Medfield
459 Main Street
Medfield, MA 02052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL INSUREDS - LIQUOR LICENSE HOLDER

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, paragraph 2. is amended by the addition of the following:

d. The license holder for the insured location, but only for acts within the scope of their duties related to the conduct of your business. However, none of these license holders are an insured for:

(1) “Injury”:

(a) To you, to your partners or members (if you are a partnership of joint venture) or to your members (if you are a limited liability company); or

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in (a) above.

(2) “Property damage” to property:

(a) Owned or occupied by, or

(b) Rented or loaned to that license holder by any of your partners or members (if you are a partnership or limited liability company).

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Select Board Statement Against Oppressive Actions and Speech Directed at Individuals and Groups

Recent reports provided to the Select Board by individual citizens and citizens groups in Medfield have made it evident that Medfield is not immune from the corrosive, confrontational political climate that has plagued our country for the past several years. While the nature and extent of the damaging behavior may be less in Medfield than in many other communities across the country, recent reports of anti-Semitic activity and political hate speech, in particular, have led the Select Board to recognize the need to make a clear, definitive statement condemning all forms of hate speech, to include physical conduct and symbolic acts, intended to harass, intimidate, diminish, devalue, oppress, and, in some cases, directly damage individuals and groups whose legitimate views differ from those carrying out the hate speech and/or associated actions.

While not an inclusive list, the Select Board, specifically condemns speech and actions directed against individuals and groups based on –

- Race
- Ethnicity/ Cultural Background
- Religion
- Gender
- Economic Status
- Political Orientation
- Physical or Mental Condition, or
- Age

The Select Board specifically commits to doing all it can to --

- Ensure that everyone in our community has the opportunity to be heard
- Promote civility in the face of disagreements on important issues
- Encourage a culture of civic responsibility across our community that promotes the common good in order to provide a safe, secure environment for all to live in, and
- Ensure that individuals are free to make decisions about how they live their lives to the greatest degree possible, within the limits of the law and decisions made by the community as a whole, – to include decisions about how they raise their children.

Democracy thrives when everyone has the opportunity to be heard, respected, and acknowledged. Town government, along with all citizens of Medfield have both the obligation and the responsibility to do all in our combined power to ensure that everyone can count on reliably having that opportunity.

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 has been shared with Town Clerk and is under review.

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: Survey was completed and results will be distributed to the SB.

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 a 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 will be a 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 is located on the town's website.

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: Policy was adopted on July 18, 2023.

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 within the Town's website was completed and was part of our summer intern program.

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

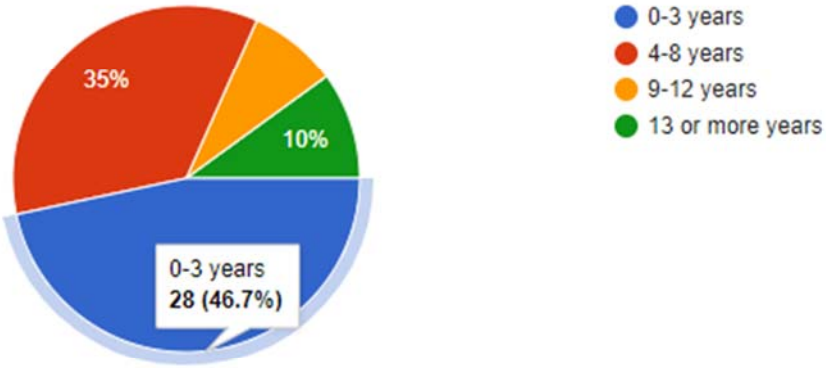
Objective:

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)

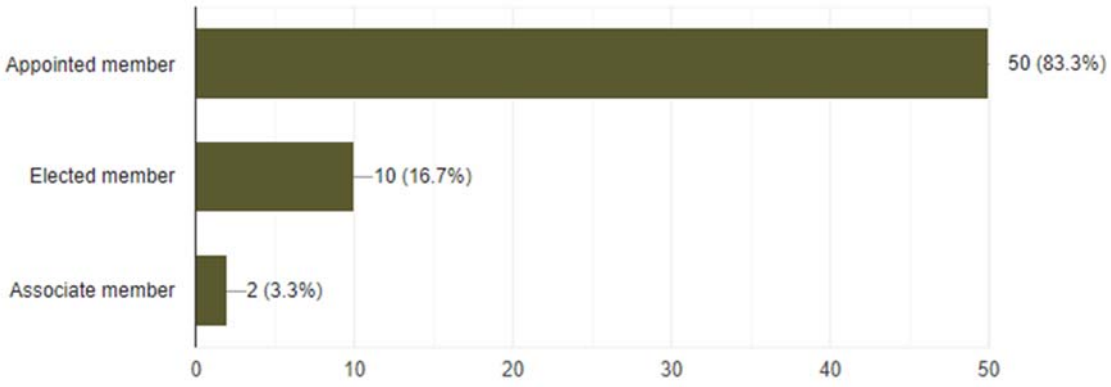
How long have you served on your current board, committee or commission (rounding up to the nearest year)?

60 responses



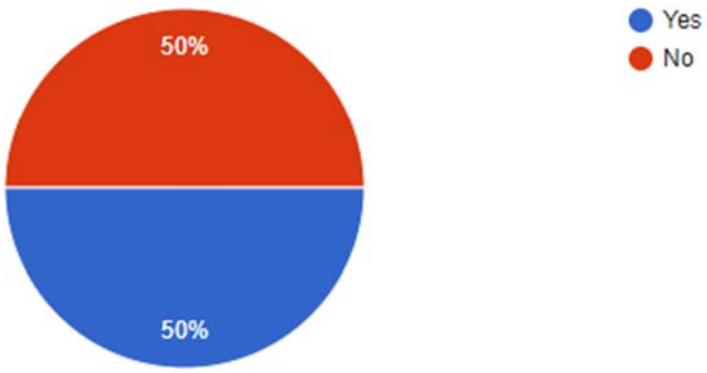
Is your current position (check all that apply)

60 responses



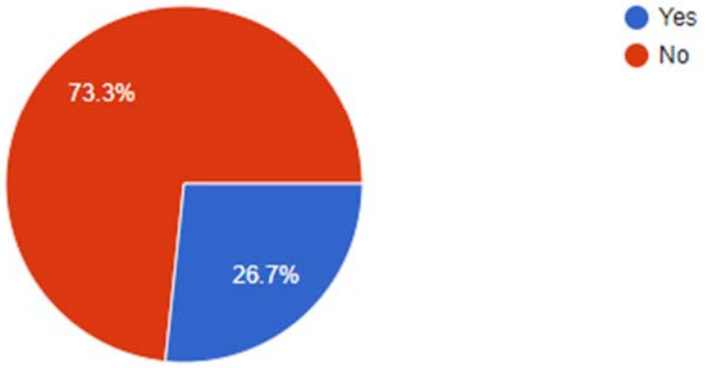
Have you served on a prior town boards, committees or commissions?

60 responses



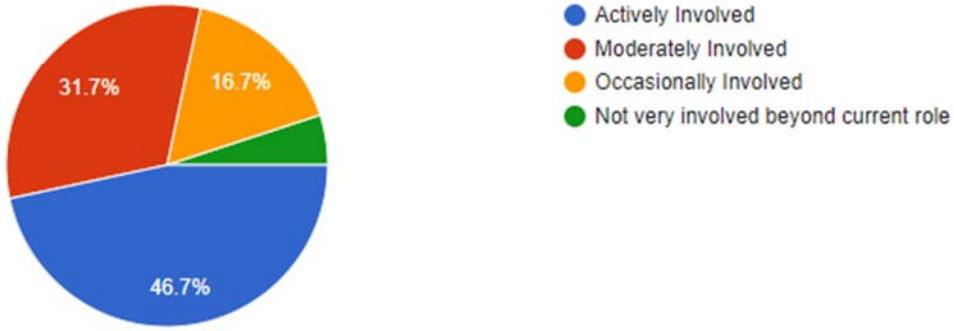
Do you currently serve on more than one town board, committee or commission?

60 responses



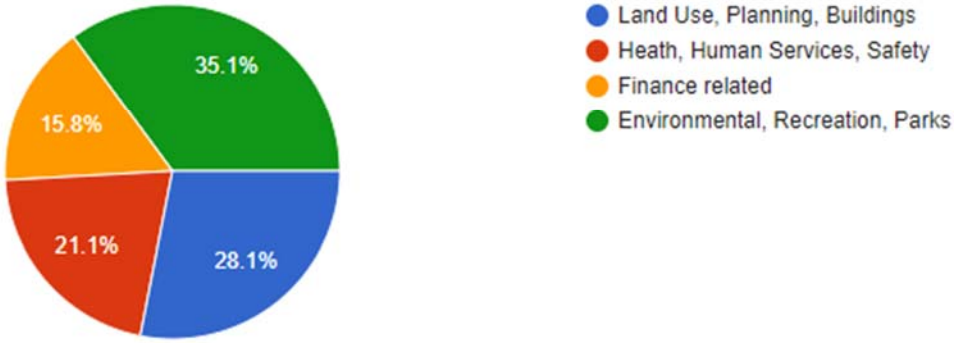
How would you best describe your level of past and present degree of volunteerism in other areas - beyond your current role - i.e. federal, state, private or other non-profit organizations?

60 responses



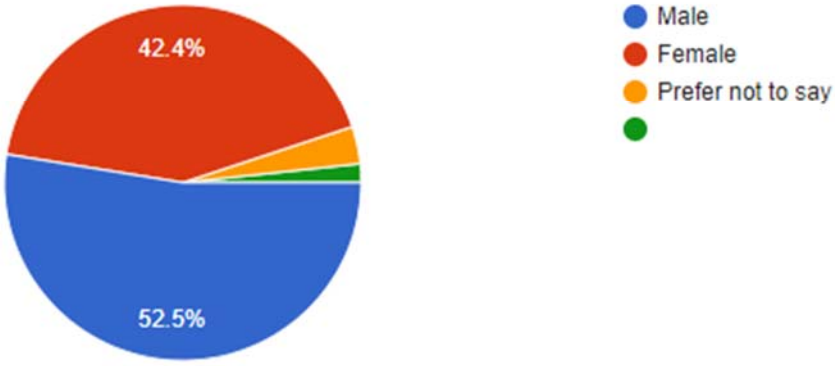
Which best describes the sector of your current board, committee or commission?

57 responses



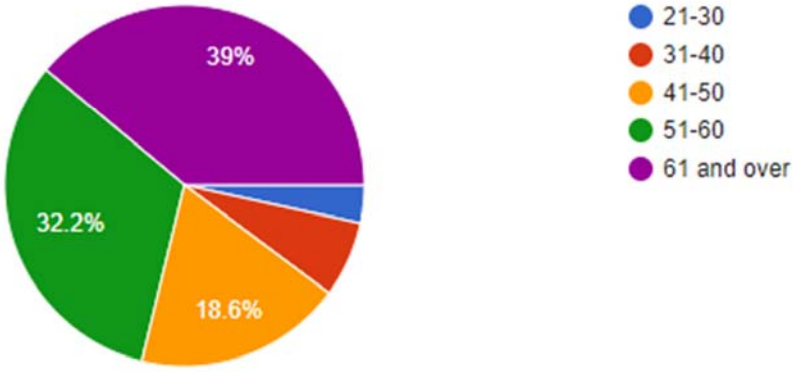
How would you describe your gender?

59 responses



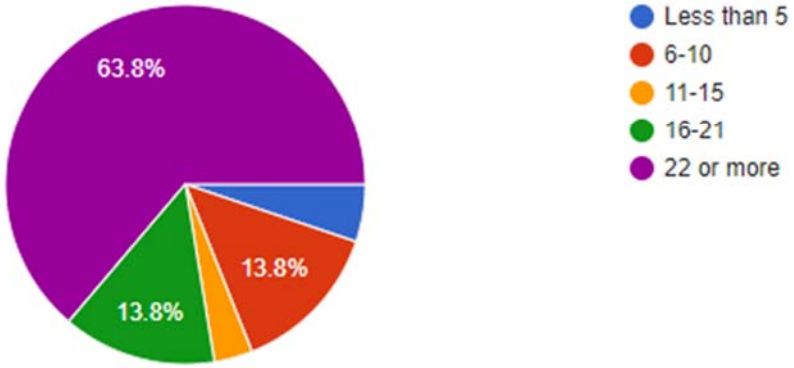
Your age?

59 responses



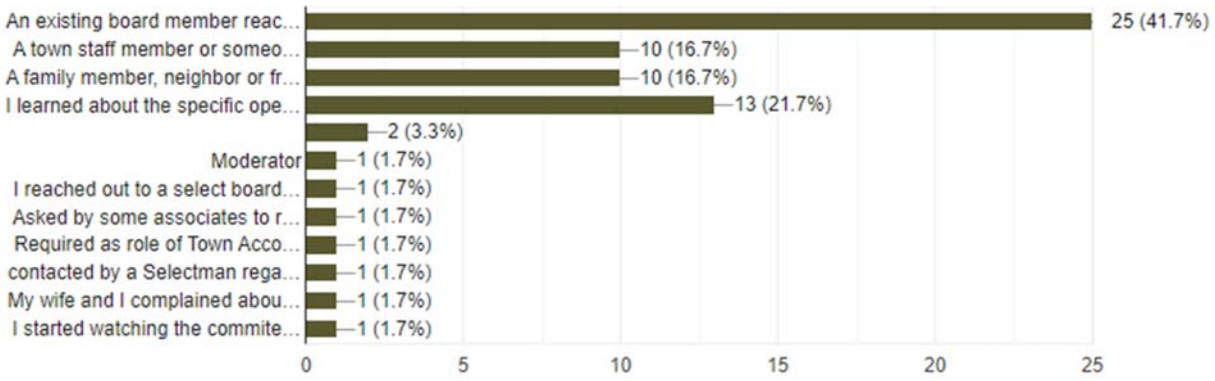
Number of years living in Medfield

58 responses



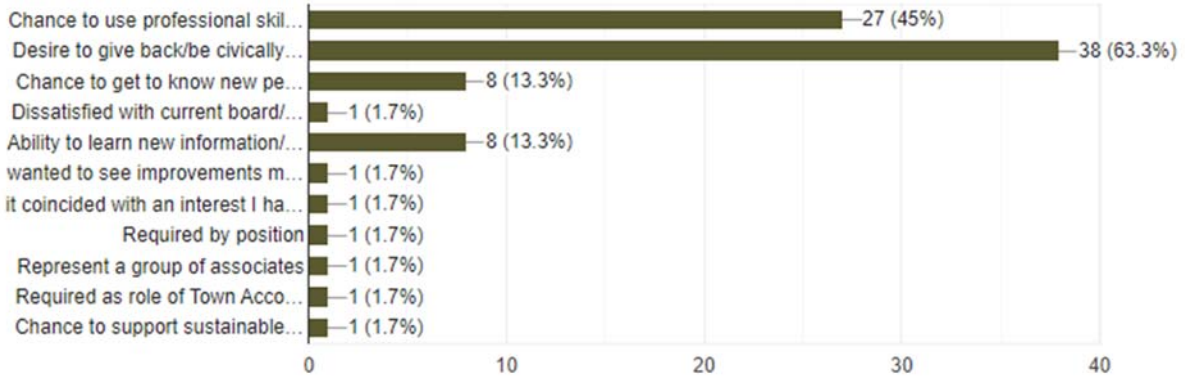
Whether appointed or elected, what best describes how you were first recruited to join a board, committee or commission in Medfield?

60 responses



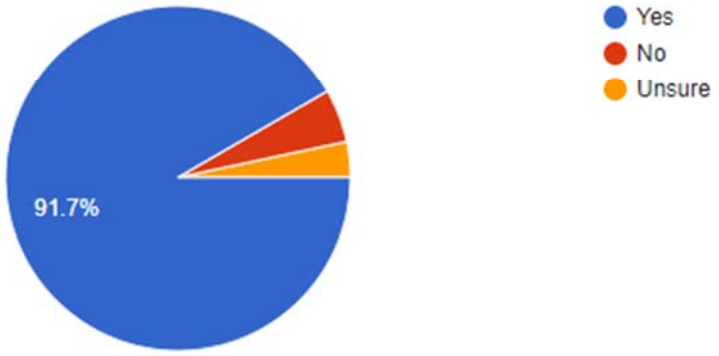
What is the top reason you chose to join your existing board, committee or commission?

60 responses



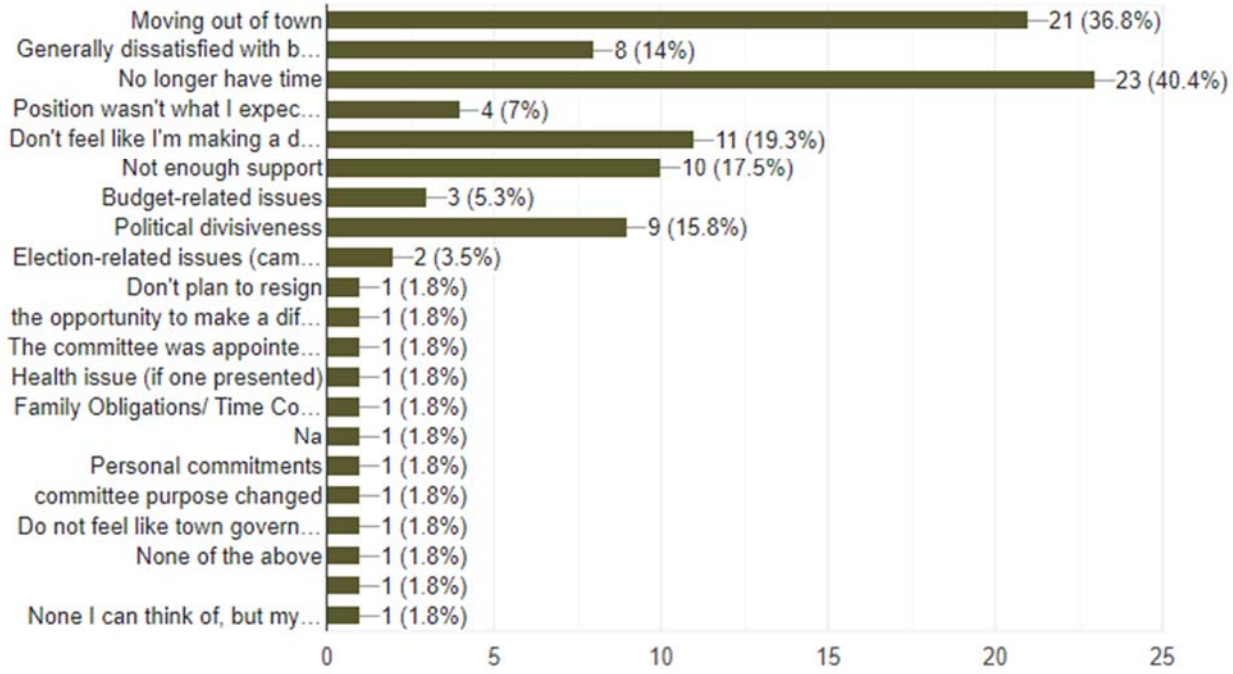
Do you plan to continue in your current board, committee or commission position for another year?

60 responses



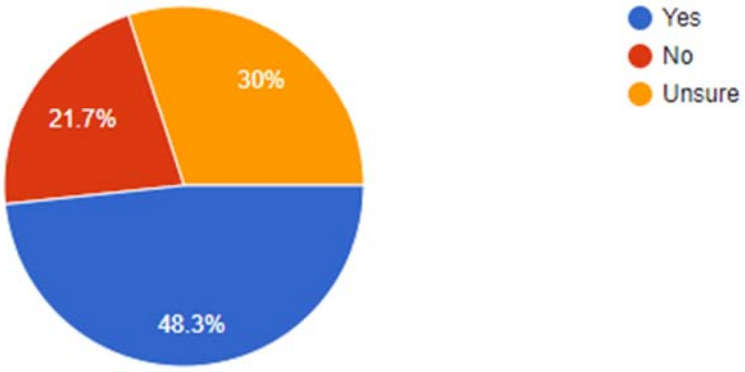
What top factor(s) might influence you to resign or not run for re-election?

57 responses



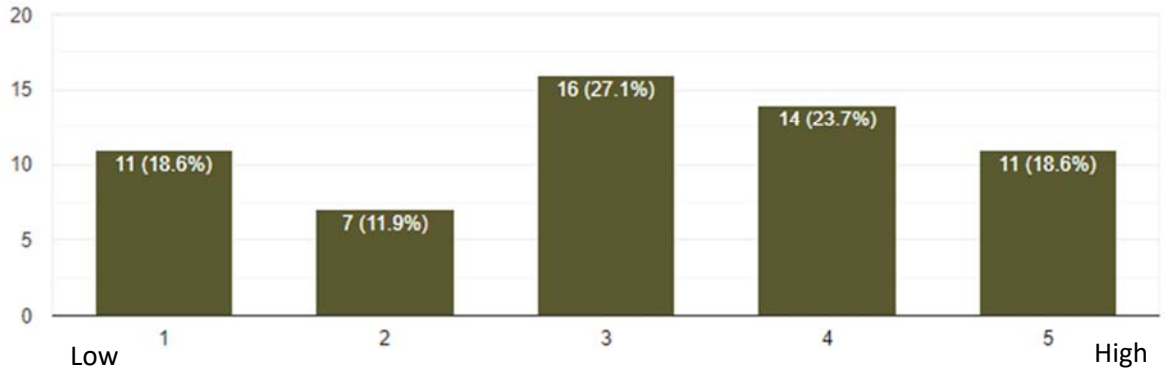
In your opinion, would recognition of town volunteers help with retention?

60 responses



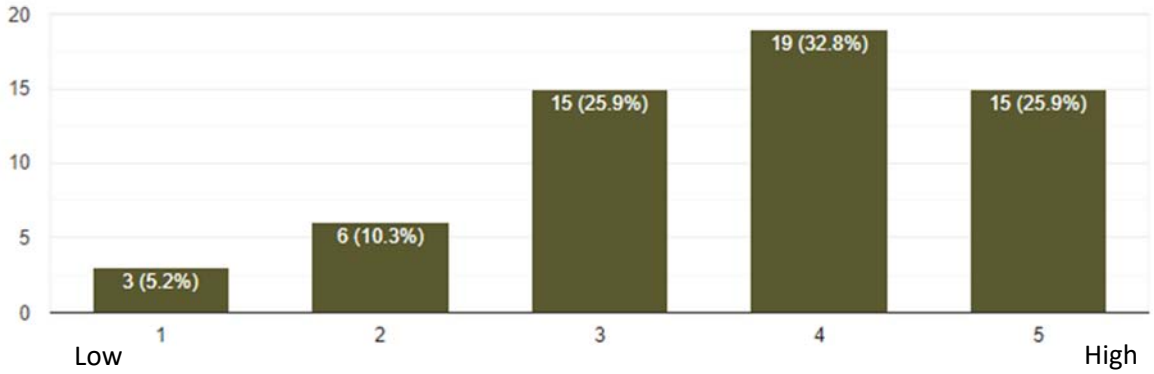
How would you rate the orientation you received when you first joined?

59 responses



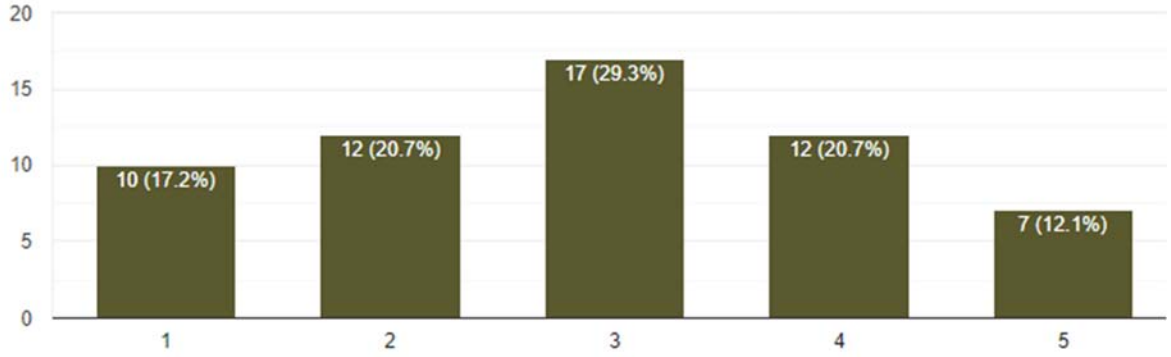
How would you rate the level of support you receive during your volunteer service?

58 responses



To what degree would more training and/or more support increase your level of volunteer satisfaction?

58 responses



How might Medfield recruit more volunteers to boards, committees or commissions?

Recognition would help!

New in Town? Ask existing board members again and again again for referrals.
Include categories or specific town boards in New n Town and real estate packets for new residents (home owners and renters), with short descriptions and testimonials from current
Have an on-line form seeking volunteers, and publicize it.
Highlight one or maybe 2 boards, committees or commissions once a month, maybe in the TA monthly update and then include an insert in the annual town warrant of a summary of
Recognize people more publicly for their efforts: higher profile recognition on town web page, invitation to participate in the Memorial Day parade, photos/picture of volunteers at
For my demographic, I think increased positive use of social media (pr/branding/communication/etc) would help residents (45 and under) be more aware of the good that's
As a town, do a better job of supporting our committees and boards collectively and not allow residents to harass or bully members or officials. Support a more 'no tolerance' approach for bad behaviors. We're all in this together and should have a united front. We should do more to counter misinformation and encourage our community to participate in productive ways. I.e. work with us, run for offices, attend meetings, meet with members of committees and share your thoughts and ideas ---- as opposed to just venting on online
Boy, if you come up with a good answer to this question you could sell it to staff in neighboring towns.
Constructively, I do think that highlighting the significant efforts that some are expending (social meeting, handing out volunteer awards by the town, etc) then you will make people feel as though they are making a difference while also alerting others to the work being done. A volunteer appreciation day or evening could be a great event, say at the sake and 7th Wave locations.
Second suggestion: term limits, and limit multi-committee service. It is a problem, for many reasons, if people just assume that a small few will do the work. I would impose term
Members reaching out to others with required skills.

make sure that the towns people know about openings on/and committees. With out the town paper it is hard to get the word out.
More publicity / public education about each board and what they do, how much of a time commitment is involved, what skills would be helpful. Also, personal outreach by current

I believe there are natural progressions from other non-Town volunteer organizations/causes (youth sports, arts/music organizations, etc...) to Town committees/commissions. I think it would be great to have chairs from various committees (or maybe combine having 2 or 3 members together) coordinate/reach out to be on the agenda for the meetings held by these other non-Town volunteer organizations and to spend 10 to 15 minutes sharing what the committee does and cultivate relationships/build awareness to encourage future volunteering opportunities. I know as my kids grew up and I no longer coached/volunteered, I was looking for other opportunities to give back. In addition, when I was President of

Oh if only I had an answer...Why would anyone want to volunteer when there is such a vocal couple vigorously trashing any voice that is in opposition of their views? How many people really want to sign up for that?...good luck, I wish you success, and sorry I don't have an answer here.
Increase public awareness of importance and civic responsibility of grassroots involvement
publicize general awareness of what committees do and how citizens might help
I received zero orientation., zero information and no idea wat I was supposed to do or not to do.
Fully acknowledging I responded to a newspaper listing of an opening as my recruiting path, I have found that the best and most powerful recruiting tool for boards and committees are the EXISTING board and committee members convincing friends, neighbors or professional colleagues to consider joining. We all know other people in town that have

Let people know that we need their help and it really makes a difference.
Current members of boards and committees reaching out to others in town in combination with publicity at Town Meeting and in local publications like the Medfield Insider.
Decrease political divisiveness
I think just promoting awareness through visible channels. Put it right on the front page of the website and post all available opportunities.

I have wondered about this. I do think that not enough is done to publicize the openings that are available. Also, it is not clear to me whether particular expertise is required for the various boards. For example, does one need to be hydrologist or comparable specialist to serve on the Water and Sewer Board?
news articles and recruiting at Town Meeting

continued education on roles and importance of civic volunteers to town government

Supoort in these positions.
Requests from peers and/or elected officials to people who may be able to help because of their particular expertise or interests, support and respect from town officials and

Get state to tailor Open Meeting Law to be more targeted for actual boards

Honestly, I think that people are just busy.
If the pitchfork-wielding villagers, Monday morning quarterbacks, facebook addicts, rumor mongers, and NIMBYs all moved out of town. ;-)
Publicize in newspapers and social media.

Clear and detailed role/responsibility descriptions; benefits to self and town
Perhaps advertise the need for volunteers in the schools and other town buildings and facilities as well as in social media or other media to reach the most people. I have never seen any advertising for the need of volunteers and have only been a volunteer when someone has personally reached out to me.
Through advertising

possible more public discussion/awareness through social media platforms?
Tabling at Discover Medfield Day
Generally think personal outreach is best, even a very busy person is likely to seriously consider when asked directly and benefit to the Town is made clear

Possibly announcing that certain boards, committees or commissions are looking for more volunteers. Some of the boards, committees and commissions may be less well known and
No useful idea
Perhaps work with New 'n Towne to speak regularly to new residents?

Affordable Housing Trust				
2 year terms	Michael Marcucci		2 year term	2024
	Eileen Murphy (BOS designee)	Reappoint	2 year term	2023
	Ann Thompson	Reappoint	2 year term	2023
	Kerry McCormack	Reappoint	2 year term	2023
	Newton Thompson		2 year term	2024
	Eric Lavin		2 year term	2024
	Joseph Hunt		2 year term	2024
Board of Water and Sewerage				
3 year terms	Christian Carpenter		3 year term	2025
	William Harvey	Reappoint	3 year term	2023
	Claire Meehan		3 year term	2024
	David Pucci, Associate	Reappoint	1 year term	2023
Capital Budget Committee				
	Michael Marcucci	Reappoint	1 year term	2023
	Brent Nelson	Appoint	1 year term	2023
	Robert Aigler	Reappoint	1 year term	2023
	Megan Sullivan	Reappoint	1 year term	2023
	Andrew Foster	Reappoint	1 year term	2023
	Michael LaFrancesca	Reappoint	1 year term	2023
	Kristine Trierweiler	Reappoint	1 year term	2023

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 Solect Energy Development LLC, a Massachusetts limited liability company (the "Original Power Provider") and the Town of Medfield, Massachusetts ("Counterparty"), as assigned to Solect 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>

EXHIBIT B

The Lease

<See attached>

EXHIBIT C

Accepted Force Majeure Events

POWER PURCHASE AGREEMENT

For

Town of Medfield Department of Public Works

Dated as of

August 16, 2022

between

Town of Medfield
459 Main St.
Medfield, MA 02052

And

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

CONTENTS

Section		Page
1	DEFINITIONS	4
2	TERM	4
3	ACCESS RIGHTS	5
4	PLANNING, INSTALLATION AND OPERATION OF PROJECT	6
5	SALE OF ELECTRIC ENERGY	11
6	PAYMENT AND BILLING	12
7	SUPPLEMENTAL POWER	13
8	OWNERSHIP OF PROJECT; SERVICE CONTRACT	14
9	PURCHASE OPTION; REMOVAL AT END OF TERM	15
10	SHUTDOWNS; RELOCATION, CLOSURE OR SALE OF SITE	17
11	TAXES	18
12	INSURANCE	19
13	COOPERATION	20
14	PRESS RELEASES AND CONFIDENTIALITY	20
15	INDEMNIFICATION	22
16	REPRESENTATIONS AND WARRANTIES	23
17	FORCE MAJEURE; CASUALTY	24
18	CHANGE IN LAW	25
19	PROVIDER DEFAULT AND HOST REMEDIES	25
20	HOST DEFAULT AND PROVIDER REMEDIES	26
21	COLLATERAL ASSIGNMENT, FINANCING PROVISIONS	28
22	LIMITATIONS ON DAMAGES	30
23	DISPUTE RESOLUTION	30
24	NOTICES	30
25	MISCELLANEOUS	31
	GLOSSARY OF TERMS	35

EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

EXHIBIT B – EARLY TERMINATION AMOUNTS

EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of August 16, 2022, (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 (20^{th}) 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 DEFAULTYING 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: August 9, 2022

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: 8/12/22

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 it 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:

3 - 4 - 55

Statute Form of

55494

Quitclaim Deed

NOT AN OFFICIAL COPY

GENERAL ANNUITY

TO

INHABITANTS OF THE TOWN OF

MEDFIELD

Norfolk County Registry District

OCT 9 1934

RECEIVED FOR REGISTRATION
10 O'CLOCK 35 m. ft. M
NOTED ON CERTIFICATE NO. 18490
IN REGISTRATION BOOK 93 PAGE 250

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.

NOT AN OFFICIAL COPY

(FOR EXCEPTIONS IN SOME A PART OF THIS DEED, AND IS NOT TO BE ENDORSED.)

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

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.

I, Geni Catannacci, of Medfield, Norfolk County, Massachusetts

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

~~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 [Description and encumbrances, if any] as Lot C on "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 Catannacci 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 ~~our~~ ~~my~~ hands and seals this fourth day of October 1934.

witness to all sign Thomas D. M. Lawlor 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

Thomas D. M. Lawlor
Notary Public Justice of the Peace.

My commission expires Dec 23, 1938.

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

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

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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,

L B Humphrey
R

Engineer for Court

with 5549

Annual Town Meeting---March 5, 1934

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Article 17. To 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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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 1, 1934.

Grace W. Everett

Commonwealth of Massachusetts

October 31st 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,

Notary Public.

my Comm. Expires Dec 23,

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. 18400

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 Geni 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. 1850, 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,

C E Houghton
ACTING *Assistant Recorder.*

42-140

678

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 Medfield, 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 Medfield 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 Medfield, Commonwealth of Massachusetts, adjudges that public necessity and convenience require that the Town of Medfield acquire by eminent domain for dump purposes all title to the land in said Medfield 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 Medfield 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

680

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~~ NW 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:

Supposed Owner	Title Reference	Lot No.
Elizabeth H. Gaither	3452 - 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. Kelleher
Laurence C. Star
Weston G. Kelati
Board of Selectmen
Town of Medfield

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

EXHIBIT D

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.

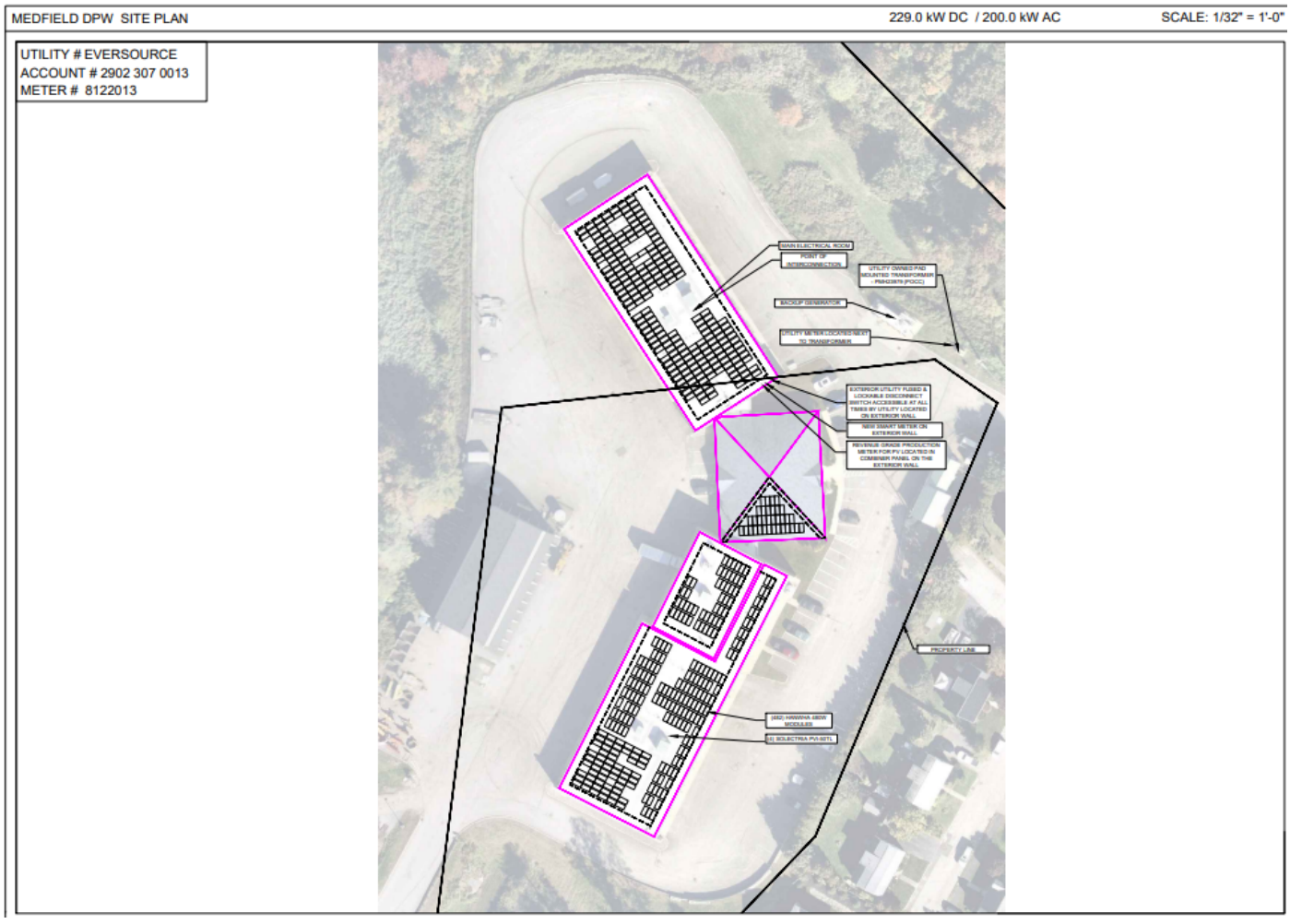


EXHIBIT E

DESCRIPTION OF PROJECT

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

- #482 Tier 1 480W solar PV modules or equivalent
- #4 Solectria 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.

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of August 16, 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 (20^{th}) 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

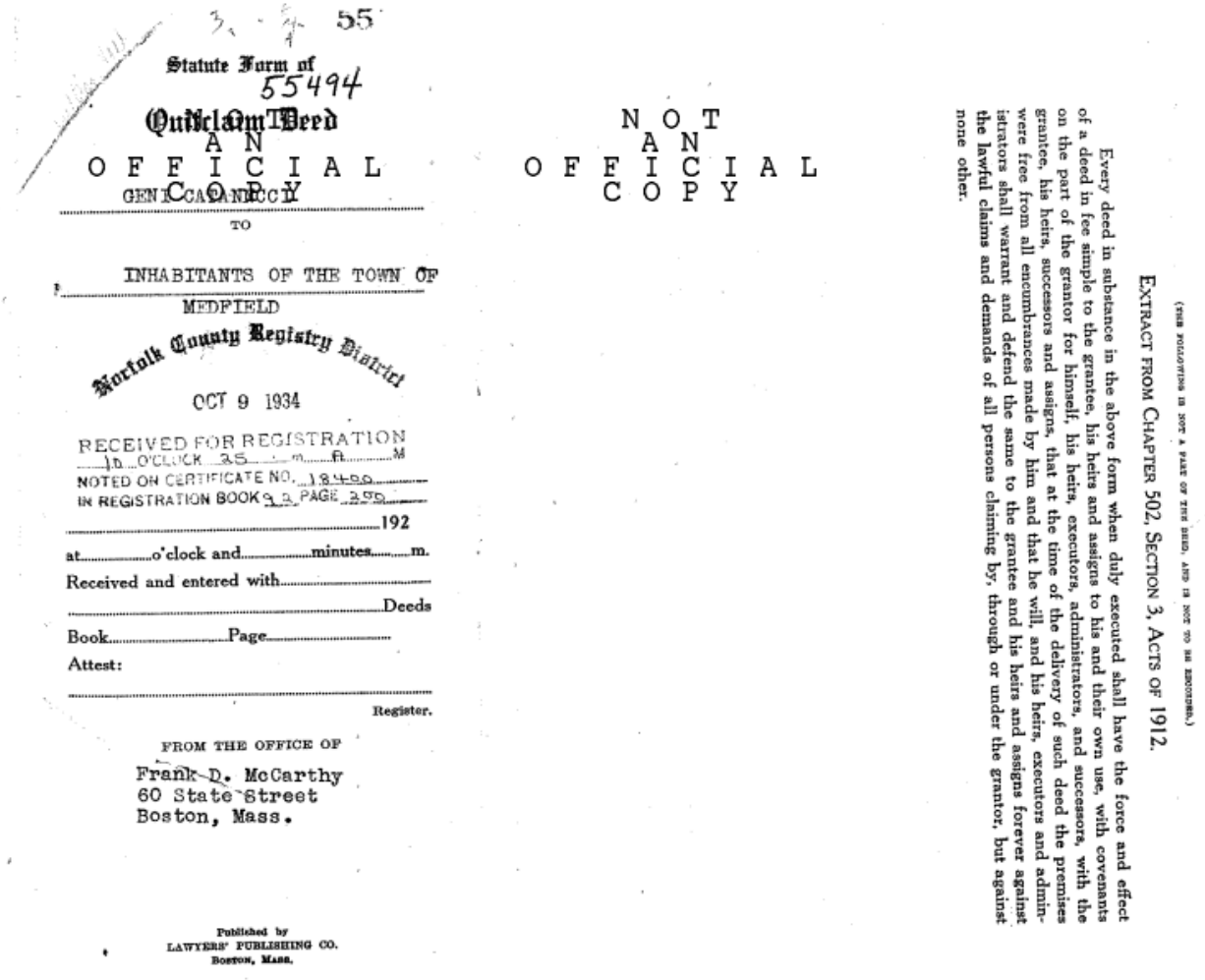
EXHIBIT A to Lease Agreement

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 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:



3. 55

Statute Form of
55494
Quitclaim Deed

NOT AN OFFICIAL COPY

GENERAL CORPORATION

TO

INHABITANTS OF THE TOWN OF
MEDFIELD

Norfolk County Registry District

OCT 9 1934

RECEIVED FOR REGISTRATION
10 O'CLOCK 35 m. ft. M
NOTED ON CERTIFICATE NO. 18400
IN REGISTRATION BOOK 93 PAGE 250
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.

NOT AN OFFICIAL COPY

(THIS NOTIFICATION IS NOT A PART OF THIS DEED, AND IS NOT TO BE RECORDED.)

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

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.

I, Geni Catannacci, of Medfield, Norfolk County, Massachusetts

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

~~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 [Description and encumbrances, if any] as Lot C on "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 Catannacci 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 ~~our~~ ~~my~~ hands and seals this fourth day of October 1934.

witness Thomas Lawler

Thomas D. M. Lawler

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

Thomas D. M. Lawler Justice of the Peace.
Notary Public

My commission expires Dec 23, 1938.

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

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,

L B Humphrey
R

Engineer for Court

with 5549

NOT NOT
Annual Town Meeting---March 5, 1934
AN AN
OFFICIAL OFFICIAL

Article 17. To 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

NOT AN OFFICIAL COPY

NOT AN OFFICIAL 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 1, 1934.

Grace W. Everett

Commonwealth of Massachusetts

October 31st 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,

Notary Public.

my Comm. Expires

Dec 23,

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. 18400

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 Geni 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. 1850, 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,

C E Houghton

ACTING *Assistant Recorder.*

42-140

678

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

680

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 NAC 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:

Supposed Owner	Title Reference	Lot No.
Elizabeth H. Gaither	3455 - 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. Kelleher
Laurence C. Carr
Weston G. Kelsey
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.

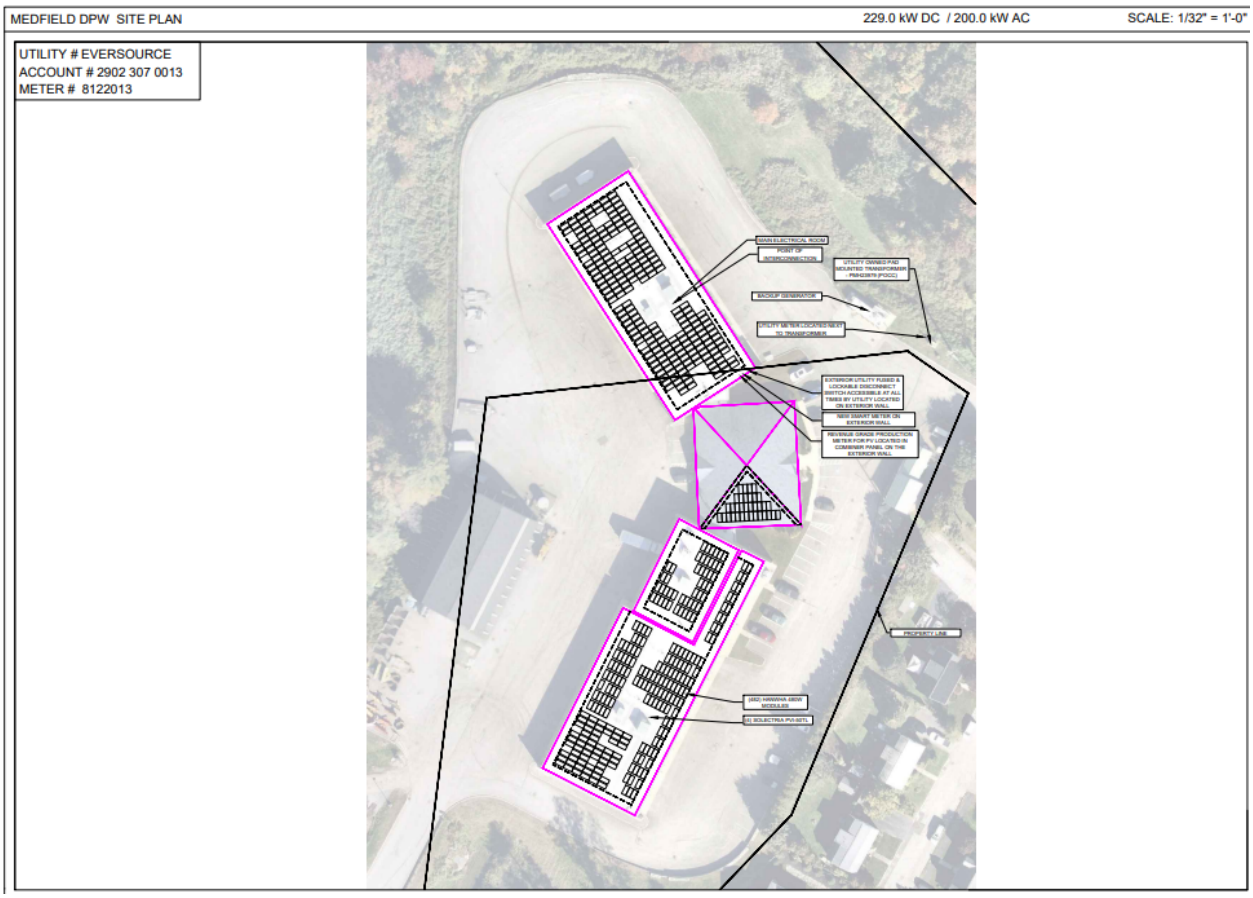


EXHIBIT C to Lease Agreement

FORM OF NOTICE OF LEASE

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

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 (the "Lease"):

Landlord (aka "Host"):

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

Property Description: The real property located at _____ as described on the attached Exhibit A.

Premises Description: A portion of the Property, as described on the attached Exhibit B.

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

Term of Lease: The Lease commenced on the Effective Date and shall continue for the periods set forth below:

(a) 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 Power Purchase Agreement dated _____ between Lessor and Lessee is terminated pursuant to the provisions of Section 4(b) or 4(d) of such PPA.

(b) 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 (20^{th})] [twenty fifth (25^{th})] anniversary of the Commercial Operation Date occurs.

Extensions. Lessee has the option to extend the Term of the Lease for one additional period of five years.

Easements.

Under the Lease, Landlord granted the following easements (the "Easements") to Tenant as more fully described in Exhibit C, across and burdening the Property:

[copy and paste from Section 3(a) once final]

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. In the event of any conflict or inconsistency between the terms of the Lease and this Notice of Lease, the terms of the Lease shall govern and control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

[This Page Ends Here – Signature Page Follows]

EXECUTED as a sealed instrument on as of the _____ day of _____, ____.

Landlord:

By: _____

Name:

Title:

Tenant:
Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name: James R. Dumas

Title: CFO and Authorized Signatory

Acknowledgements to Notice of Lease

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ date of _____, _____ before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [s]he signed it voluntarily for its stated purpose as _____ of _____, as the voluntary act of _____[the limited liability company/corporation, etc.].

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, _____ before me, the undersigned notary public, personally appeared James R. Dumas, Manager of Solect Energy Development LLC, proved to me through satisfactory evidence of identification, which was _____ to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Solect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

_____
Notary Public
My Commission Expires:

EXHIBIT A to Notice of Lease

PROPERTY DESCRIPTION

INSERT LEGAL **DESCRIPTION***, HOST PLEASE PROVIDE RECORD*
[To match Exhibit A to the Lease].

******

EXHIBIT B to Notice of Lease

PREMISES DESCRIPTION

[To match Exhibit B to the Lease].

INSERT SITE PLAN

EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By:_____
Printed Name:
Title:

LANDLORD:

By:_____
Printed Name:
Title:

LENDER:

By:_____
Printed Name:
Title:

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR

Contract #LU07182023

This Contract is made this 18 day of July, 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Innes Associates having a usual place of business at 36R Moody St, Byfield MA 01922 hereinafter referred to as the "Consultant".

WITNESSED:

Whereas, the Town solicited submission to conduct a zoning analysis for the Department of Land Use to comply with the newly amended MGL 40A §3A, hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Planning Services and the Town has decided to award the contract therefore to the Consultant.

NOW, THEREFORE, THE Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consists of this Agreement together with the proposal for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as all services necessary or incidental thereto.

3. Performance of Work: The Consultant 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.

4. Delivery: The Consultant shall deliver services according to the proposal identified in Attachment A.

5. Contract Term: The project shall commence within a reasonable period upon signing of the contract by both parties, and be completed before December 31, 2024.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit invoices for payment for the Program monthly based on percentage of work completed. The Town shall make payments within thirty (30) days after its receipt of the invoice.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall 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, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which are a result of gross negligence on the part of the Consultant, or any of its agents or employees. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Planning services for MGL c.40A §3A compliance and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to MGL c.40A §3A compliance.

9. Consultant's Personnel: The Consultant shall utilize only its employees and subconsultants identified in the original proposal, and shall not utilize any third-party consultants without prior written approval of the Town.

10. Insurance: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period.
    Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Consultant: The Consultant is an independent Consultant 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 Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant 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 Consultant, whether situated within or beyond the limits of the Town. Upon request, the Consultant 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.

14. Termination:

    a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Consultant 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 Consultant 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 Consultant 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 Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant 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 Consultant shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Consultant by the Town or developed by the Consultant in accordance with this Agreement.

15. 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.

16. Severability: If any term of this Consultant 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.

17. 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 Consultant 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 the Superior Court Department, Norfolk County, 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.

18. 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.

(Consultant)

By: _____

Title: President

Approved as to Form:

_____
Mark G. Cerel, Town Attorney

I certify that an appropriation is available in the amount of the Contract.

_____
Andrew Foster, Town Accountant

Select Board

_____

_____

_____

Town of Medfield, MA

_____
Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Consultant by:

Ed Wagner
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Emily Keys Innes, authorized signatory for

name of signatory

Innes Associates Ltd., whose

name of Consultant

principal place of business is at 362 Moody St, Byfield, MA 01922,

_____ does hereby certify under the pains and penalties of perjury that

Innes Associates Ltd. has paid all

name of Consultant

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and consultants, and withholding and remitting child support.

Signature

Date 8/1/2023

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Innes Associates Ltd., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President ~~and/or the Vice President or named individual]~~, each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Eva J. Innes the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on November 2, 2020.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures _____
   - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago

     With Corporate Seal affixed (see attached form)

   - For LLC: need Manager signature or signed vote of the LLC

2. Insurance Certificate _____
   (showing Town as additional insured)
   - Matches amount of insurance required under contract

3. Certificate of Good Faith _____

4. Certificate of Tax Compliance _____

5. Signed by Consultant _____
   - Matches certification by Corp officer of authority.

6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State _____

7. 30B Quote Form (if contract is valued at $10,000 or greater) _____

Contract Reviewed by: _____
Department Head Signature

_____
Name, Title

Emily Keys Innes, AICP, LEED AP ND

Emily Innes, AICP, LEED AP ND is an award-winning planner with over twelve years of experience in planning and urban design. In 2020, she founded Innes Associates to work with communities throughout New England. Her clients are communities of all sizes, state agencies, and private developers, and her primary focus is understanding and guiding the physical use of land, including helping communities use zoning and other land use regulations to achieve their goals. Emily was the former Director of Planning for Harriman and began her planning career at The Cecil Group, which merged with Harriman in 2015.

A former member of the Milton Planning Board and the town's finance committee, Emily also served as the chair of Milton's Master Plan Committee. She co-teaches the capstone course for Boston University's City Planning and Urban Affairs Program, and has partnered with Marshfield, Lowell, and Malden as part of the course. She holds a Professional Certificate in Real Estate Finance and Development from MIT's Center for Real Estate.

Selected Awards

APA-MA Comprehensive Plan: 2021
Scituate2040 Master Plan Update

APA-MA Planning Project: 2020
Easthampton Downtown Strategic Plan.

APA-MA Neighborhood Plan: 2019
CSX Area Master Plan

APA-MA President's Award: 2017
LawrenceTBD Urban Renewal Plan

Salem Historic Inc: 2011
Salem Downtown Renewal Plan

Certifications

American Planning Association:
Certified Planner (AICP)

USGBC:
LEED AP Neighborhood Development

Commonwealth of Massachusetts:
MVP-Technical Services Provider

Education

MIT Professional Certificate in Real Estate Finance and Development
University of North Carolina at Chapel Hill: Bachelor of Arts, Linguistics

Professional Affiliations

American Planning Association
Urban Land Institute

Academic Positions

CPUA, Metropolitan College, Boston University: Adjunct Faculty

SELECTED RELEVANT PROJECTS IN MASSACHUSETTS

URBAN DESIGN AND REGULATORY

Massachusetts Housing Partnership/Massachusetts DHCD
Sample Zoning for MBTA Communities

Massachusetts Housing Partnership/RKG Associates
MBTA Communities Compliance Model

Massachusetts Housing Partnership/RKG Associates
Technical Assistance for MBTA Communities

Town of Arlington, Massachusetts**
Industrial Area Zoning Recommendations

Town of Arlington, Massachusetts*
Residential Design Guidelines

City of Brockton, Massachusetts
Downtown/Trout Brook Form-Based Code

Town of Littleton, Massachusetts
MBTA Communities Zoning Evaluation

*Experience with The Cecil Group/Harriman Associates.
** As Harriman Associates and Innes Associates.

Innes Associates Ltd.

RECENT PRESENTATIONS

Gateway Cities Housing Institute, Day 2: Create Opportunity with Local Assets, November 4, 2021

Downtown After COVID, April 7, 2021

#BUcity Keynote Lecture, October 28, 2020

SNEAPA 2018: The Malden River: Connections and Collaborations

MassDevelopment/NBEDC/City of New Bedford, Massachusetts**
Zoning for Advanced Manufacturing Campus

Massachusetts Housing Partnership/RKG Associates
MBTA Communities Compliance Model

Massachusetts Housing Partnership/RKG Associates
Technical Assistance for MBTA Communities

Town of Methuen, Massachusetts
MBTA Communities Zoning Evaluation

Town of North Andover, Massachusetts
Downtown Zoning Study

City of Pittsfield, Massachusetts
Zoning Evaluation and Arts District Design Guidelines

City of Pittsfield, Massachusetts*
Downtown Hybrid Form-based Code

Town of Randolph Massachusetts
MBTA Communities Zoning Evaluation

HOUSING DEVELOPMENT

City of Easthampton, Massachusetts
RFP For Disposition of City Schools

Lupoli Development/City of Lawrence, Massachusetts*
Downtown and Mills HDIP

City of Lowell, Massachusetts*
UCH-TIF Plan

MassDevelopment/Town of Foxborough
RFP for Disposition of Land for Affordable Housing

MassDevelopment/Town of Rowley
RFP for Disposition of Land for Affordable Housing

REDEVELOPMENT: URBAN, TOWN CENTERS, AND CORRIDORS

City of Easthampton, Massachusetts*
Easthampton Downtown Strategic Plan

MassHousing/City of Brockton, Massachusetts
Campello Land Use Plan

MassDevelopment/Brockton Redevelopment Authority/City of Brockton, Massachusetts
Lovett Brook Land Use Plan

MassDevelopment/Brockton Redevelopment Authority/City of Brockton, Massachusetts*
Downtown/Trout Brook Redevelopment Plan

MassDevelopment/City of Brockton, Massachusetts*
CSX Area Plan Study

*Experience with The Cecil Group/Harriman Associates.
** As Harriman Associates and Innes Associates.

Innes Associates Ltd.

ERIC HALVORSEN, AICP
Vice President and Principal

Eric Halvorsen, AICP, has fifteen years of experience in land use, economic development, housing, and transportation planning. Eric's diverse planning background provides a broad perspective making connections between the many facets that drive community decisions, inputs, and results. Eric also brings a wide range of project experience including work on master plans, downtown plans, economic and market studies, housing plans, and site specific plans. Additionally, he has managed multiple public engagement efforts, crafting processes for groups as small as five and as large as 300. These include highly interactive open houses, site walks, town hall meetings, small group facilitation, focus groups, and project working groups.

Eric's focus has been and continues to be the formulation of realistic strategies that help catalyze change in the short- and long-term. Making connections between each facet of community development is a critical component to success. Eric enjoys learning, understanding, and leveraging those elements of a place that make it unique.

EDUCATION

University of Illinois
Masters of City and Regional Planning

Rutgers University
B.S. in Environmental Planning and Design

Harvard University Executive Ed.
Urban Retail

PROFESSIONAL AFFILIATIONS

Urban Land Institute
Housing and Economic Development Council
American Institute of Certified Planners
American Planning Association

MBTA COMMUNITIES EXPERIENCE

Compliance Model Development
All MBTA Communities, Massachusetts

MBTA Communities Technical Assistance
Arlington, Massachusetts

MBTA Communities Technical Assistance
Brookline, Massachusetts

MBTA Communities Technical Assistance
Randolph, Massachusetts
MBTA Communities Technical Assistance
Reading, Massachusetts

MBTA Communities Technical Assistance
Brockton, Massachusetts

MBTA Communities Technical Assistance
Salem, Massachusetts

FISCAL IMPACT EXPERIENCE

Assembly Row
Somerville, Massachusetts

Union Point
Weymouth, Massachusetts

Mashpee Commons Development Impact Analysis
Mashpee, Massachusetts

Somernova Campus Build-Out
Somerville, Massachusetts

Downtown Mixed-Use Project
North Andover, Massachusetts

Highway Mixed Use Project
Dedham, Massachusetts

**Additional Project Experience Provided Upon Request*

CHRIS HERLICH, AICP

Senior Planner/Analyst

Chris Herlich, AICP, has more than a decade of experience in consulting, advising local, state, and federal agencies in addition to nonprofits and businesses. Prior to joining RKG Associates, Chris spent more than five years as an urban designer in a large architecture firm. In addition to his quantitative and analytical skills, he uses his understanding of the physical realm and the implications of policy on the built environment to provide clients with strategic insight on the character and spatial qualities of their communities. He has a wealth of experience in city and district master planning; waterfront planning; geodesign; climate change, energy, and environmental consulting; and transportation planning. He focuses his professional practice on the ways data can inform, justify, and inspire design and development in urban environments, and communicating complex planning concepts to stakeholders in easily accessible media.

EDUCATION

University of Michigan
Master of Urban Planning | Graduate Certificate in Real Estate Development

Carnegie Mellon University
B.S., Political Science & Economics

PROFESSIONAL AFFILIATIONS

Urban Land Institute

Boston Infrastructure Council
American Planning Association
American Institute of Certified Planners

MBTA 3A EXPERIENCE

MBTA Communities Technical Assistance
Brookline, Massachusetts

MBTA Communities Technical Assistance
F, Massachusetts

MBTA Communities Technical Assistance
Reading, Massachusetts

MBTA Communities Technical Assistance
Brockton, Massachusetts

MBTA Communities Technical Assistance
Easton, Massachusetts

MBTA Communities Technical Assistance
Medfield, Massachusetts

MBTA Communities Technical Assistance
Marlborough, Massachusetts

MBTA Communities Technical Assistance
Littleton, Massachusetts

ECONOMIC AND MARKET STUDY EXPERIENCE

Economic Development Strategic Plan
Framingham, Massachusetts

Corridor Market Analysis
Danvers, Massachusetts

Route 6 Corridor Market Analysis
Seekonk, Massachusetts

150 Center Street Site Plan
Groveland, Massachusetts

Main Street Plan
Boxford, Massachusetts

Corridor Market Analysis
Westerly, Rhode Island

**Projects completed under previous employer.*

INNES-1 OP ID: JP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Thomas J. Mullen 781-245-5400	CONTACT NAME: Thomas J. Mullen PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:
INSURED Innes Associates Ltd. PO Box 40 Byfield, MA 01922	INSURER A : Travelers Indemnity Co of CT — NAIC # 25682 INSURER B : Travelers Prop Casualty Co Am — 25674 INSURER C : XL Specialty Insurance Company — 37885 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		6805R457055	11/16/2022	11/16/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	[ ] ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	X		6805R457055	11/16/2022	11/16/2023	BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB [X] CLAIMS-MADE	X		CUP8R093040	11/16/2022	11/16/2023	AGGREGATE	$ 1,000,000
	[ ] DED [X] RETENTION $ 10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5R460176	11/16/2022	11/16/2023	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Eng/Arch/Prof Liab Incl Pollution			DPS9985761	11/04/2022	11/04/2023	Per Claim Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Medfield included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions.

CERTIFICATE HOLDER

TOWNM15

Town of Medfield
459 Main Street
Medfield, MA 02052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Mullen

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EXHIBIT A SCOPE OF SERVICES

Task 1: Project Initiation

- Meet with Town staff to discuss the work plan and public engagement strategy.
- Meet with the Advisory Committee to introduce them to the planning process.

Task 2. Analysis of Zoning and Existing Conditions

- Conduct an in-depth analysis of zoning as it relates to housing in Medfield.
- Identify existing housing types and extrapolate relevant dimensional standards.
- Conduct an initial review of the current zoning districts and standards with the Compliance Model.

Task 3. Draft Zoning and Guidelines

- Develop a draft zoning bylaw framework from the analysis in Task 2.
    - Consider format (base vs. overlay, Euclidean vs. Form-Based).
    - Identify options for development standards/design guidelines to test with the community.
- Create visuals and presentation formats (slide deck, video, online survey) to communicate the draft framework.
- Meet with the Planning Board and other land use officials and staff to discuss options implications for the draft zoning framework.
- Revise visuals for use in Task 4.
- Re-run Compliance Model on districts with potential for 3A Compliance and share the results with the community.

Task 4. Community Input

- Develop an engagement plan to seek input from community on the draft zoning framework.
- Conduct an in-person workshop and supplement with online or other asynchronous options.
    - Test potential districts, dimensional standards, development standards, and design guidelines.
    - Explain the potential impact of the zoning on the chosen districts.
- Record input for use in Task 5.

Task 5. Revised Zoning and Testing

- Revise and complete the draft zoning bylaw, based on community input.
- Review and revise the draft with input from Town planning and land use staff.
- Test the zoning with the Compliance Model.
- Prepare a slide deck for presentation to the Planning Board, with a summary of the proposed zoning.
- Request review of the draft by the Town Counsel.

- Present the draft bylaw at a public meeting, inviting members of the Planning Board, Select Board, Zoning Board of Appeals, Warrant Committee, Housing Authority, and other relevant committees. Support in-person meeting with online/asynchronous options for input.
- Revise draft based on comments.
- Run Compliance Model on final draft.

Task 6. Town Meeting

- Present the draft bylaw to the Planning Board at its public hearing prior to Town Meeting.
- Prepare handout and slide deck for Town Meeting.
- If appropriate, attend Town Meeting to support staff.

Task 7. DHCD Submission

- If Town Meeting changes the zoning, rerun the Compliance Model.
- Provide shapefiles and checklist to Town for submission to DHCD.

Task 8. Optional Impact Analysis

- Evaluate potential for production, given known housing needs, production potential in adjacent communities, and restrictions the Compliance Model does not consider.
- Evaluate the fiscal impact of projected absorption over the next five years.

Meetings

- Regular check-ins with client (virtual)
- Workshop with the Planning Board and other land use officials and staff (Meeting 1)
- Public Workshop (Meeting 2)
- Public presentation (Meeting 3)
- Planning Board hearing (Meeting 4)
- Town Meeting (Meeting 5)

Deliverables

- Materials for all workshops, including online workshops/surveys
- Meeting summaries from workshops
- Handouts and slide deck for Town Meeting
- Draft zoning, with iterations
- Final zoning
- Final shapefiles and completed Compliance Model

EXHIBIT B: COMPENSATION

Based on the scope provided and our understanding of the required tasks, we propose the following fee structure for the process:

Task 1: Project Initiation		$2,500
Task 2: Analysis of Zoning and Existing Conditions		$5,000
Task 3. Draft Zoning and Guidelines		$15,000
Task 4: Community Input		$15,000
Task 5: Revised Zoning and Testing		$12,500
Task 6: Town Meeting		$2,500
Task 7: DHCD Submission		$2,500
Task 8: Optional Impact Analysis		$15,000
	Total	**$70,000**

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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT AMENDMENT NO. 1

PROJECT TITLE: MEMORANDUM OF UNDERSTANDING CADCA COALITION EVALUATION PROJECT

MODIFICATION OF TERM OF CONTRACT:

The Awarding Authority and the Contractor hereby agree to the following modifications of the contract dated July 19, 2021 between the parties for the Memorandum of Understanding CADCA Coalition Evaluation Project:

Under the heading of COALITION, after the first sentence, the following will be inserted and replace the original payment term: For Year Three MCAP will submit a payment of $6,000 in two $3,000 installments prior to the start of each phase.

The services for Year Three will then be replaced by the following,

Year Three

CADCA will be responsible for the following:

1) Create new data collection instruments as needed

2) Conduct data collection activities and analysis (i.e., key informant interviews, membership survey, parent survey)

3) Create presentations of data collection results

CONTINUATION OF ORIGINAL TERMS AND CONDITIONS:

All terms and conditions of the original contract not inconsistent herewith shall remain in full force and effect, completion deadlines remain unchanged.

DocuSign Envelope ID: 22DD2F39-4150-4626-A0AA-54A4EBBC34EC

IN WITNESS WHEREOF, the parties have set their hands and seal this 18th day of July, 2023.

Accepted by:

CADCA

DocuSigned by:
Johnnetta Davis-Joyce
F8B64C50A4F3469...

By:

Vice President, Training Operations

Title:

_____

Mark Cerel, Town Counsel

Select Board:

_____

_____

_____

REGULATORY AND USE AGREEMENT
[General]

LOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this "Agreement") is made this ___ day of _____, 20___, by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the Town of Medfield (the "Municipality"), and [TRINITY ENTITY], a _____, having a mailing address at 75 State Street, 4th Floor, Boston, MA 02110, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is undertaking the rehabilitation and redevelopment of 27 historic buildings as a multifamily housing development to be known as "Residences at Cottage Hill" at an approximately 87-acre site located on the former Medfield State Hospital property on Hospital Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, EOHLC has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to low and moderate income housing under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has established its Comprehensive Permit Guidelines (the "Guidelines" and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules"); and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program ("LIP"); and

WHEREAS, EOHLC acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the Municipality's Planning Board issued a decision granting a special permit together with plan approval, inclusionary zoning approval, and site plan approval for the Development, as filed with the Municipality's Town Clerk on April 18, 2023, and recorded in the Norfolk County Registry of Deeds (the "Registry") in Book 41211, Page 452 (the "MSHD Approval"); and

WHEREAS, pursuant to the MSHD Approval and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 334 rental units, of which twenty five percent (25%) (i.e. 85 units, of which 76 will governed by this Agreement

and 9 of which will be governed by that certain Regulatory and Use Agreement [Artists Housing] dated as of the date hereof by and among EOHLC, Municipality, and Developer) (the "Affordable Units") will be rented to Low- and Moderate-Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOLHC to certify that the units in the Development are Local Action Units (as that term is defined in the Guidelines) with in the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has issued or will issue its final approval of the Development within the LIP Program and has given or will give technical and other assistance to the Development; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EOHLC, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by EOHLC, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income ("AMI") shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low- and Moderate-Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Development shall have the meaning given such term in the Recitals hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development or to Low- and Moderate-Income Tenants.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low- and Moderate-Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area and shall also mean persons or Families meeting such lower income requirements as may be required under the MSHD Approval.

Low- and Moderate-Income Tenants shall mean Low- and Moderate-Income Persons or Families who occupy the Affordable Units.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by EOHLC, with such changes thereto provided that any substantive changes have been approved by the EOHLC.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all on-site and off-site construction, design and land use conditions of the MSHD Approval. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Development is exempted from such compliance by the MSHD Approval, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the MSHD Approval and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the MSHD Approval approved by the Planning Board for the Municipality, the bedroom mix for the Development shall be as follows:

[11] of the Affordable Units shall be studio units;
[39] of the Affordable Units shall be one-bedroom units;
[26] of the Affordable Units shall be two-bedroom units; and
[9] of the Affordable Units shall be three-bedroom units.

All Affordable Units to be occupied by families must contain two or more bedrooms. Affordable Units must have the following minimum areas:

Studio units – 250 square feet
One-bedroom units - 700 square feet
Two-bedroom units - 900 square feet
Three-bedroom units - 1200 square feet

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low- and Moderate-Income Persons or Families upon the terms and conditions set forth in the MSHD Approval and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto. Thereafter, the Developer shall annually submit to the Municipality and EOHLC a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without EOHLC's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and EOHLC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Affordable Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3(h) and (i) below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

(f) Developer shall obtain income certifications satisfactory in form and manner to EOHLC at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to EOHLC and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to EOHLC that each of the Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Affordable Units have been maintained in a manner consistent with the MSHD Approval and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for EOHLC's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by EOHLC, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the Boston-Cambridge-Newton, MA-NH MSA/HMFA/County, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by EOHLC which may be inspected at any time by EOHLC.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. EOHLC may require that another entity be found if EOHLC finds that the entity designated by the Developer is not qualified. Moreover, EOHLC may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies

thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as EOHLC shall require.

(k) The Development will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). All of the Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(l) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or EOHLC; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or EOHLC may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or EOHLC shall reasonably require; and agrees to such charges as the Municipality or EOHLC has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Omitted

LIMITED DIVIDENDS

7. Omitted

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical condition in accordance with EOHLC's requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, EOHLC has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Low- and Moderate-Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Development or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.[1]

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC

[1] Transfer restrictions specifically subject to further review, comment, and approval by debt and equity financing sources.

or the Municipality notifies the Developer in writing within thirty (days) after receipt of the request that either:

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Development is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by EOHLC from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of EOHLC or the Municipality. Failure to keep such books and accounts and/or make them available to the EOHLC or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer. The Developer agrees to comply and to cause the Development to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish EOHLC with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of EOHLC which include: (i) financial statements submitted in a format acceptable to EOHLC; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by EOHLC.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of EOHLC or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted in connection with a change to the MSHD Approval approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to the Agreement, change the type or number of Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the MSHD Approval.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the MSHD Approval. Failure or refusal to comply with any such provisions shall be a proper basis for the Municipality or EOHLC to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer as provided herein, then at EOHLC's option, and without further notice, the EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction or EOHLC within thirty (30) days after the giving of notice to the Municipality as provided herein, then EOHLC may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty-(30-) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If EOHLC elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by EOHLC for purposes of the Act shall from the date of such termination be determined solely by EOHLC according to the rules and regulations then in effect.

(c) In the event EOHLC brings an action to enforce this Restriction and prevails in any such action, EOHLC shall be entitled to recover from the Developer all of EOHLC's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to EOHLC or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

(e) The Municipality shall have the independent right to enforce the terms of this Agreement to the same extent as EOHLC as provided above, including, without limitation, the foregoing affordability provisions, by giving EOHLC prior notice thereof.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. Omitted.

18. Omitted.

19. Omitted.

CONSTRUCTION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the MSHD Approval and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

22. Omitted.

23. Omitted.

TERM

24. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns, in perpetuity (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document.

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless EOHLC and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against EOHLC or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of EOHLC or the Municipality.

27. EOHLC and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, EOHLC will look solely to the Developer's interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a _____, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by EOHLC).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of EOHLC or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of EOHLC, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

[TRINITY ENTITY]
75 State Street, 4th Floor
Boston, MA 02110
Attention: _____
Fax: _____

If to EOHLC:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program
Fax: 617-573-1426

If to the Municipality:

Town of Medfield
Town House
459 Main Street
Medfield, MA 02052
Attention: _____
Fax: _____

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

DELEGATION BY EOHLC

40. EOHLC may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by EOHLC, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of EOHLC under this Agreement, such third party shall apply and adhere to the pertinent standards of EOHLC.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

[TRINITY ENTITY]

By:_____
Name: _____
Title: _____

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By:_____
Its:

MUNICIPALITY:

TOWN OF MEDFIELD

By:_____
Its:

Attachments:

Exhibit A – Legal Description
Appendix A – Rent Schedule

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss.

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as the Town Manager for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page ____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By:_____
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

APPENDIX A
RENT SCHEDULE (INITIAL)

Re: Residences at Cottage Hill
(Development name)
Medfield, MA
(City/Town)
[TRINITY ENTITY]
(Developer)

Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

	Rents	Utility Allowances
Studio Units	$[1,964]	$[87]
One-bedroom Units	$[2,104]	$[125]
Two-bedroom Units	$[2,524]	$[188]
Three-bedroom Units	$[2,917]	$[260]

REGULATORY AND USE AGREEMENT

[Artists Housing]

LOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this "Agreement") is made this ___ day of _____, 20___, by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the Town of Medfield (the "Municipality"), and [TRINITY ENTITY], a _____, having a mailing address at 75 State Street, 4th Floor, Boston, MA 02110, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is undertaking the rehabilitation and redevelopment of 27 historic buildings as a multifamily housing development to be known as "Residences at Cottage Hill" at an approximately 87-acre site located on the former Medfield State Hospital property on Hospital Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, EOHLC has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to low and moderate income housing under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has established its Comprehensive Permit Guidelines (the "Guidelines" and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules"); and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program ("LIP"); and

WHEREAS, EOHLC acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the Municipality's Planning Board issued a decision granting a special permit together with plan approval, inclusionary zoning approval, and site plan approval for the Development, as filed with the Municipality's Town Clerk on April 18, 2023, and recorded in the Norfolk County Registry of Deeds (the "Registry") in Book 41211, Page 452 (the "MSHD Approval"); and

WHEREAS, pursuant to the MSHD Approval and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 334 rental units, of which twenty five percent (25%) (i.e. 85 units, of which 9 will governed by this Agreement and

76 of which will be governed by that certain Regulatory and Use Agreement [General] dated as of the date hereof by and among EOHLC, Municipality, and Developer) (the "Artist Affordable Units") will be rented to Artist Low- and Moderate-Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOLHC to certify that the units in the Development are Local Action Units (as that term is defined in the Guidelines) with in the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has issued or will issue its final approval of the Development within the LIP Program and has given or will give technical and other assistance to the Development; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Artist Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Artist Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EOHLC, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by EOHLC, as further set forth in Section 3.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income ("AMI") shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as an Artist Low- and Moderate-Income Tenant, the Area Median Income shall be adjusted for family size.

Artist shall mean a person who has received an Artist Certificate from the Municipality.

Artist Affordable Units shall have the meaning set forth in the Recitals above.

Artist Certificate shall mean a letter from the Municipality to an artist that conforms that the artist has submitted a satisfactory [Artist Certification Application Form], has been reviewed by the Municipality's [Artist Peer Review Panel], and has been "certified" by such panel as a working artist.

Artist Low- and Moderate-Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area and shall also mean persons or Families meeting such lower income requirements as may be required under the MSHD Approval, in each case including one or more Artists.

Artist Low- and Moderate-Income Tenants shall mean Artist Low- and Moderate-Income Persons or Families who occupy the Artist Affordable Units.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Development shall have the meaning given such term in the Recitals hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development or to Artist Low- and Moderate-Income Tenants.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by EOHLC, with such changes thereto provided that any substantive changes have been approved by the EOHLC.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all on-site and off-site construction, design and land use conditions of the MSHD Approval. All Artist Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Artist Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Artist Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Development is exempted from such compliance by the MSHD Approval, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the MSHD Approval and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the MSHD Approval approved by the Planning Board for the Municipality, the bedroom mix for the Development shall be as follows:

[_0_] of the Artist Affordable Units shall be studio units;
[_2_] of the Artist Affordable Units shall be one-bedroom units;
[_4_] of the Artist Affordable Units shall be two-bedroom units; and
[_3_] of the Artist Affordable Units shall be three-bedroom units.

All Artist Affordable Units to be occupied by families must contain two or more bedrooms. Artist Affordable Units must have the following minimum areas:

Studio units – 250 square feet
One-bedroom units - 700 square feet
Two-bedroom units - 900 square feet
Three-bedroom units - 1200 square feet

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Artist Affordable Units during the Term hereof to Artist Low- and Moderate-Income Persons or Families upon the terms and conditions set forth in the MSHD Approval and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Artist Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Artist Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Artist Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto. Thereafter, the Developer shall annually submit to the Municipality and EOHLC a proposed schedule of monthly rents and utility allowances for all Artist Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Artist Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Artist Affordable Units shall not be increased above such maximum monthly rents without EOHLC's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Artist

Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and EOHLC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Artist Affordable Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Artist Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3(h) and (i) below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

(f) Developer shall obtain income certifications satisfactory in form and manner to EOHLC at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to EOHLC and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to EOHLC that each of the Artist Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Artist Affordable Units have been maintained in a manner consistent with the MSHD Approval and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for EOHLC's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by EOHLC, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Artist Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the

AFHM Plan for the Artist Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the Boston-Cambridge-Newton, MA-NH MSA/HMFA/County, Developer must list all Artist Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by EOHLC which may be inspected at any time by EOHLC.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. EOHLC may require that another entity be found if EOHLC finds that the entity designated by the Developer is not qualified. Moreover, EOHLC may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as EOHLC shall require.

(k) The Development will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). All of the Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(l) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Artist Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Artist Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Artist Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or EOHLC; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or EOHLC may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or EOHLC shall reasonably require; and agrees to such charges as the Municipality or EOHLC has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Omitted

LIMITED DIVIDENDS

7. Omitted

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical condition in accordance with EOHLC's requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, EOHLC has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Artist Low- and Moderate-Income Tenants as

permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Development or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.[1]

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Developer in writing within thirty (days) after receipt of the request that either:

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Development is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such

[1] Transfer restrictions specifically subject to further review, comment, and approval by debt and equity financing sources.

a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by EOHLC from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of EOHLC or the Municipality. Failure to keep such books and accounts and/or make them available to the EOHLC or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer. The Developer agrees to comply and to cause the Development to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish EOHLC with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of EOHLC which include: (i) financial statements submitted in a format acceptable to EOHLC; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by EOHLC.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of EOHLC or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted in connection with a change to the MSHD Approval approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to the Agreement, change the type or number of Artist Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the MSHD Approval.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the MSHD Approval. Failure or

refusal to comply with any such provisions shall be a proper basis for the Municipality or EOHLC to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer as provided herein, then at EOHLC's option, and without further notice, the EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction or EOHLC within thirty (30) days after the giving of notice to the Municipality as provided herein, then EOHLC may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty-(30-) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If EOHLC elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Artist Affordable Units continue to be included in the Subsidized Housing Inventory maintained by EOHLC for purposes of the Act shall from the date of such termination be determined solely by EOHLC according to the rules and regulations then in effect.

(c) In the event EOHLC brings an action to enforce this Restriction and prevails in any such action, EOHLC shall be entitled to recover from the Developer all of EOHLC's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to EOHLC or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

(e) The Municipality shall have the independent right to enforce the terms of this Agreement to the same extent as EOHLC as provided above, including, without limitation, the foregoing affordability provisions, by giving EOHLC prior notice thereof.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. Omitted.

18. Omitted.

19. Omitted.

CONSTRUCTION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the MSHD Approval and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

22. Omitted.

23. Omitted.

TERM

24. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns, in perpetuity (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document.

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless EOHLC and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against EOHLC or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of EOHLC or the Municipality.

27. EOHLC and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, EOHLC will look solely to the Developer's interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Artist Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a _____, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note,

or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by EOHLC).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of EOHLC or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of EOHLC, the Municipality and the Developer set forth herein to create and preserve

access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

[TRINITY ENTITY]
75 State Street, 4th Floor
Boston, MA 02110
Attention: _____
Fax: _____

If to EOHLC:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program
Fax: 617-573-1426

If to the Municipality:

Town of Medfield
Town House
459 Main Street
Medfield, MA 02052
Attention: _____
Fax: _____

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of

giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

DELEGATION BY EOHLC

40. EOHLC may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by EOHLC, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of EOHLC under this Agreement, such third party shall apply and adhere to the pertinent standards of EOHLC.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

[TRINITY ENTITY]

By:_____
Name: _____
Title: _____

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By:_____
Its:

MUNICIPALITY:

TOWN OF MEDFIELD

By:_____
Its:

Attachments:

Exhibit A – Legal Description
Appendix A – Rent Schedule

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss.

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as the Town Manager for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page ____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By:_____
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

APPENDIX A
RENT SCHEDULE (INITIAL)

Re: Residences at Cottage Hill
(Development name)
Medfield, MA
(City/Town)
[TRINITY ENTITY]
(Developer)

Initial Maximum Rents and Utility Allowances for Artist Low- and Moderate-Income Units

	Rents	Utility Allowances
Studio Units	$[1,964]	$[87]
One-bedroom Units	$[2,104]	$[125]
Two-bedroom Units	$[2,524]	$[188]
Three-bedroom Units	$[2,917]	$[260]

MEMORANDUM

DRAFT

DATE: July 28, 2023

TO: Rieko Hayashi

FROM: Amanda Alberda

RE: Artist Preference Definition and Process

Ms. Hayashi,

Attached you will find Trinity's proposed artist preference definition and selection process for the Medfield State Hospital Redevelopment in Medfield, MA. The attached documents present an artist preference and selection process which utilizes the established best practices of Trinity Financial, is sensitive to fair housing issues, and will be a complementary addendum to the Medfield State Hospital Affirmative Fair Housing Marketing and Resident Selection Plan. Highlights of the documents include:

- A selection process that involves a 5 member Artist Selection Board, comprised of 3 owner/management members and 2 local artists and/or staff of local arts nonprofits. The inclusion of artists and local arts nonprofits on the selection board establishes legitimacy and trust for the process among the artist community.
- Sensitivity to Fair Housing issues by providing scripted questions for an Artist Selection Board to use to score answers and fairly determine whether an individual is eligible for the Artist Preference.
- The recognition of the Preferences that the Housing Choice Legislation establishes and which are already included in the Medfield State Hospital Affirmative Fair Housing Marketing and Resident Selection Plan.

We look forward to your review of the documents and your comments.

Thank you,

Amanda Alberda

Amanda Alberda
Assistant Project Manager, Development
Trinity Financial, Inc.
75 Federal Street, Floor 4
Boston, MA 02110
(617) 455-1643

DRAFT

TABLE OF CONTENTS

I. Artist Selection Board Policy and Procedure

II. Amendment #1 to Affirmative Fair Housing Marketing and Resident Selection Plan – Artist Preference Policy and Procedures

III. Building 23 Schematic Architectural Plans

IV. Artist Preference Frequently Asked Questions (FAQs)

V. MSH Artist Questionnaire (Pre-interview)

VI. MSH Resident selection questionnaire (During interview)

ARTIST SELECTION BOARD POLICY AND PROCEDURE DRAFT

COMPOSITION OF THE ARTIST SELECTION BOARD (ASB)

The ASB consists of five individuals, including three representatives from the Owner and its property management company and two artists or other respected members of the Medfield creative community who are active in or are familiar with the project goals, but who will not be applying as residents of the Medfield State Hospital ("MSH") themselves. These two artists/partners will be appointed by the Town Administrator of Medfield and the Executive Director of the Cultural Alliance of Medfield, Bellforge Art's Center ("Bellforge").

It is important that the ASB include artists so that the Medfield State Hospital is recognized by the artist community as being inclusive of artists. The artists on the Artist Selection Board provide authenticity for not only the artist selection process but also the project as a whole. The artists on the ASB may be compensated for the extensive amount of time and work that the selection process will take. After the MSH is fully leased, residents in good standing will have the opportunity to serve on the Artist Selection Board. It is essential that the ASB include members of the Owner and its property management company so that they are able to adeptly manage and coordinate the process, to ensure the successful and timely leasing of the building.

In order for an interview to take place, a quorum of 3 people must be in attendance, at least 1 of whom shall be an artist or other member of the Medfield creative community.

ARTIST SELECTION BOARD SCORING CRITERIA

If either the head, co-head or spouse in the applicant household declares an Artist Preference and appears to meet the income guidelines based on information provided on the Rental Application, they will be interviewed by the Artist Selection Board (ASB).

The Owner representative or property manager will coordinate the interview and lead the meeting. The interview will last for approximately 20 minutes and will include an established set of questions. Applicants will be given an opportunity to discuss their answers, share their artwork, and ask any questions that they may have. All interviews are confidential. Each ASB member will score the response to each scored question on a scale of 1 to 5. The scoring sheets are collected and tabulated by the management company. Applicants who score above the established threshold of 60 points will be entered into a lottery for the available units for which they qualify, based on income, family size, and type of space desired. Each approval or disapproval must be defensible by the interviewer and substantiated by the scoring sheet.

Qualifying prospective residents who have not identified themselves as artists or who score below the minimum threshold will be placed on a non-artist list. Qualifying non-artist applicants will be entered into a lottery for the available units remaining after those with preferences have been leased units.

DRAFT

GRIEVANCE PROCESS

Should an individual who has not been given the Artist Preference like to appeal this decision, they will be given another opportunity to be interviewed by the ASB Appeal Board. The ASB Appeal Board will be comprised of three individuals, one of whom shall be appointed by the Town Administrator of Medfield, another of whom shall be appointed by the Executive Director of the Cultural Alliance of Medfield and the third of whom shall be appointed owner representative or property manager. The interview will include the previously established set of questions. Applicants who score above the established threshold of 32 points will be entered into a lottery for the available units for which they qualify, based on income, family size and type of space desired. Each approval or disapproval must be defensible by the interviewer and substantiated by the scoring sheet.

DRAFT

AFFIRMATIVE FAIR HOUSING MARKETING AND RESIDENT SELECTION PLAN

Medfield State Hospital

Medfield, Massachusetts

Developed and Prepared by Trinity Acquisitions LLC.

EQUAL HOUSING OPPORTUNITY

Amendment #1 – Artist Preference Policy and Procedures

Additional Optional Owner Preference

DRAFT

[X] Other – Specify

[X] Preference Description: Artist

Documentation/Sources of Information Required to Verify Qualification for Preference:

BACKGROUND

Trinity Acquisitions LLC ("Trinity") was selected by the Town of Medfield as the designated developer of the 48.6-acre Medfield State Hospital, located within the Medfield State Hospital District. Trinity proposes a full gut-renovation of the historic campus and redevelopment into 334 units of mixed-income housing. These efforts are complemented by the Cultural Alliance of Medfield developing their Bellforge Arts Center interior to the site. Both projects are anticipated to be complete by the Fall of 2026, with Trinity's project creating 85 units of affordable housing, 9 of which (10%) will be restricted for artists preference housing.

The underlying zoning of the Medfield State Hospital is governed by the Sections 1-3 of the Town of Medfield Zoning Bylaw which specifically allows for artist live/work dwellings. Additionally, the Medfield State Hospital Strategic Reuse Master Plan outlines the redevelopment of the MSH inclusive of artist live/work housing.

Like other historic campuses that have been repurposed as artist housing, the physical attributes of the historic Medfield State Hospital provide a strong architectural and programmatic foundation for artist housing. The intrinsic physical characteristics of the MSH (unique floor plates, historic aesthetic elements, and access to the outdoor amenities and Charles River) lend themselves nicely to the use of artist live/work dwellings. Building 23, the proposed designated artist living community, houses nine units consisting of one-, two-, and three-bedroom units and is proximate to the Bellforge Arts Center and central campus green. Please find Building 23 schematic architectural plans following this section.

Most importantly, the Bellforge Arts Center, under development in Buildings 24 and 25 of the campus, will create a center of the artist community in Medfield. Trinity has developed its plan with the close consultation of the Cultural Alliance of Medfield, and this group will be party to the ASB. The nine (9) proposed artist units in Building 23 will allow for the artist residents to take full advantage of the Bellforge, and further strengthen the relationship between the MSH and the Medfield Art's community.

ARTIST PREFERENCE

In recognition of the creative energy and economic benefits which result when artists live and work in proximity to each other, the Owners will employ a tenant selection Artist Preference in choosing among otherwise qualified applicants.

An Artist Preference is a selection preference applied to qualifying prospective residents who are actively engaged in the creation and production of art forms and have a demonstrated commitment to and history of participation in creative endeavors.

An Artist is an individual who can demonstrate consistent participation in or commitment to a creative pursuit as determined by an Artist Selection Board (see details below). The Owners reserve the right to limit artistic/creative pursuits to those which are consistent with applicable state and local laws, health and safety regulations and practices which do not unreasonably impose on other

residents or neighbors (such as amplified music rehearsal, toxic material use, etc.)

DRAFT

If either the head, co-head or spouse in the applicant household wishes to declare an Artist Preference, and appears to meet the income guidelines based on information provided on the Rental Application, they will be scheduled for an interview by the Artist Selection Board (ASB).

The attached Artist Selection Board Policy and Procedure document details the composition of the ASB, the scoring criteria to be used and the Grievance Procedure available if an applicant household is determined not to be considered an Artist and wishes to appeal.

Applicants who score above the established threshold will be given a Certification of Artist Preference, which will be used as third-party verification of their status in the application process. Those applicants will be placed on the Artist waiting list.

Certification of Artist Preference does not ensure that the Artist will obtain housing. Rather, it allows the Artist household to apply for housing under the requirements of the Affirmative Fair Housing Marketing and Resident Selection Plan, but to have a preference as an Artist for such housing after all tenant selection requirements have been met (including but not limited to income requirements, household composition and unit size availability per the occupancy standards).

WAITING LIST PLACEMENT

Qualifying prospective residents who receive a Certification of Artist Preference will be placed on the separate waiting list with that preference. The priority of this preference will follow after all required MassHousing preferences detailed in the Tenant Selection Plan are processed for occupancy.

Qualifying prospective residents who have not identified themselves as Artists or who score below the minimum threshold and do not have a MassHousing preference as detailed in the Affirmative Fair Housing Marketing and Resident Selection Plan will be placed on the waiting list with no preference, and will be processed for occupancy after applicants with a preference have been processed.

The Owners will ensure that sufficient outreach is employed so that the composition of the waiting list in the Artist preference category, to the extent possible, reflects the composition of the waiting list in general.

PROJECT TEAM:

OWNER/DEVELOPER:

TRINITY ACQUSITIONS LLC
75 FEDERAL STREET, BOSTON, MA 02110
617.720.8400

ARCHITECT:

ICON ARCHITECTURE
101 SUMMER STREET, BOSTON, MA 02110
617.451.3333

CIVIL AND SITE SURVEY:

VANASSE HANGEN BRUSTLIN, INC.
99 HIGH STREET, BOSTON, MA 02110

BUILDING SURVEY:

EXISTING CONDITIONS
398 COLUMBUS AVENUE, BOSTON, MA 02116
617.247.9161

LANDSCAPE ARCHITECT:

KLOPFER MARTIN DESIGN GROUP
69 CANAL STREET, BOSTON, MA 02114
617.227.2560

STRUCTURAL ENGINEER:

SOUZA, TRUE AND PARTNERS, INC.
265 WINTER STREET, WALTHAM, MA 02451
617.926.6100

MEP/FP ENGINEER:

R.W. SULLIVAN ENGINEERING
529 MAIN STREET, BOSTON, MA 02129
617.523.8227

GEOTECHNICAL ENGINEER:

MCPHAIL ASSOCIATES, LLC
2269 MASSACHUESTTS AVENUE, CAMBRIDGE, MA 02140
617.868.1420

HISTORIC CONSULTANT:

PUBLIC ARCHAEOLOGY LABORATORY
26 MAIN STREET, PAWTUCKET, RI 02860
401.728.8780

ENVIRONMENTAL CONSULTANT:

VERTEX ENGINEERING
400 LIBBEY PARKWAY, WEYMOUTH, MA 02189
1.888.298.5162

MEDFIELD STATE HOSPITAL

TYPE D BUILDING 23

221078.000

1 Stonegate Drive
Medfield, MA 02052

ISSUE DATE: **04/07/2023**

PLANNING BOARD SUBMISSION

PLOTTED ON: 2/24/2023 4:48:39 PM

Medfield State Hospital Campus

1/11/2023
Prepared for Trinity Financial Acquisitions LLC
Prepared by ICON Architecture

BLDG #	BLDG TYPE	BUILDING NAME	BLDG LEVELS	AVG. TYPICAL LEVEL SF	BLDG. GSF W/O ATTIC/ BASEMENT	UNFINISHED BASEMENT SF	FINISHED BASEMENT SF	UNFINISHED ATTIC SF	FINISHED ATTIC SF	STUDIO	1BR	2BR	3BR	TOTAL	Group 2 Units or Public Access	Historic Dayroom	Approx SF of shared space (Includes Dayrooms)
Typical Buildings																	
3	**A**	C-2 BLDG	2	5,713	11,426	5,284	0	3,110	0	0	2	5	1	**8**	1		879
11	**A**	C-3 WARD	2	5,713	11,426	5,520	0	3,264	0	0	4	5	0	**9**			1,044
15	**A**	C-4 WARD	2	5,713	11,426	4,960	0	3,479	0	0	4	5	0	**9**			968
21	**A**	C-1 BLDG	2	5,713	11,426	5,248	0	3,871	0	0	4	5	0	**9**			1,059
5	**B**	E-2 BLDG	2	5,547	11,094	5,184	0	4,951	0	0	**2**	4	2	**8**	1		1,038
8	**B**	L-2 WARD	2	5,547	11,094	4,973	0	4,968	0	0	**2**	4	2	**8**			1,069
17	**B**	L-1 BLDG	2	5,547	11,094	5,146	0	4,961	0	0	**2**	4	1	**7**		**X**	2,574
19	**B**	E-1 BLDG	2	5,547	11,094	4,831	0	4,955	0	0	**2**	4	2	**8**			1,058
4	**C**	D-2 BLDG	2	3,344	6,688	3,182	0	1,472	1,518	0	3	**2**	2	**7**	1		887
9	**C**	D-3 WARD	2+	3,344	6,688	2,947	0	1,447	1,455	0	3	**2**	2	**7**			980
16	**C**	D-4 WARD	2+	3,344	6,688	3,095	0	1,453	1,449	0	3	**2**	2	**7**			896
20	**C**	D-1 BLDG	2+	3,344	6,688	3,182	0	1,445	1,482	0	3	**2**	1	**6**		**X**	2,358
12	**D**	B-3 WARD	2	5,060	10,120	4,582	0	4,648	0	0	2	4	3	**9**	1		1,244
14	**D**	B-4 WARD	2	5,060	10,120	4,477	0	4,655	0	0	2	4	3	**9**			1,256
22	**D**	B-1 BLDG SOUTHGATE	2	5,060	10,120	4,676	0	4,451	0	0	2	4	3	**9**			1,253
23	**D**	B-2 BLDG	2	5,060	10,120	4,527	0	4,439	0	0	2	4	3	**9**			1,256
6	**E**	F-2 WARD	2	10,610	21,220	10,354	0	7,498	1,906	8	15	4	0	**27**	**2**	**X**	4,760
18	**E**	F-1 BLDG	2	10,610	21,220	9,473	0	7,279	1,915	12	11	4	0	**27**	**2**	**X**	4,469
2	**F**	WEST HALL (MAIN)	3	3,270	17,470	6,821	0	2,281	3,069	0	12	4	0	**16**	**1**	**X**	3,768
		WEST HALL (WINGS)	2	3,830													
29	**F**	EAST HALL (MAIN)	3	3,270	17,470	1,528	5,052	1,814	2,922	8	12	4	0	**24**	**1**		4,519
		EAST HALL (WINGS)	2	3,830													
Atypical Buildings																	
1		HILLSIDE HOUSE	2	1,168	2,336	1,058	0	931	0	0	0	0	2	**2**			0
7		S BLDG TRAINING	2	14,980	29,960	12,041	0	0	0	5	16	1	4	**26**	**2**		5,272
13		R BLDG	2	10,700	21,400	4,094	5,983	0	0	8	17	6	0	**31**	**2**		4,946
22A		ADMIN. A BLDG--ARTIST	2	3,625	7,250	3,606	0	1,914	1,664	**2**	4	2	0	**8**			1,078
27-A		SERVICE BLDG (MAIN)	1	17,000	47,000	21,135	0	1,547	9,119	2	26	15	1	**44**	**3**	**X**	9,119
		SERVICE BLDG (WINGS)	3	10,000													
10		MACHINE SHOP	1.5	9,000	?	?	Lower Level	?	0	**Comfort Station and Maintenance**					**X**		
26		CLUBHOUSE	1	11,834	11,834	?	?	?	0	**Clubhouse**					**X**		
28		TB COTTAGE	1	2,500	2,500	?	?	?	?	**"Camp"**					**X**		
					356,972	**141,924**	**11,035**	**80,833**	**26,499**	**45**	**155**	**100**	**34**	**334**	**17**		

DRAWING LIST - D23

Sheet Number	Sheet Name
GENERAL	
(D23) G-000	COVER SHEET
(D23) G-001	DRAWING LIST
(D23) G-002	PROGRAMMING PLANS
ARCHITECTURAL DEMO	
(D23) D-100	DEMO NOTES
(D23) D-101	DEMO BASEMENT PLAN
(D23) D-102	DEMO FIRST FLOOR PLAN
(D23) D-103	DEMO SECOND FLOOR PLAN
(D23) D-104	DEMO ATTIC FLOOR PLAN
(D23) D-105	DEMO ROOF PLAN
(D23) D-201	DEMO ELEVATIONS - NORTH & EAST
(D23) D-202	DEMO ELEVATIONS - SOUTH & WEST
ARCHITECTURAL	
(D23) A-101	BASEMENT PLAN
(D23) A-102	FIRST FLOOR PLAN
(D23) A-103	SECOND FLOOR PLAN
(D23) A-104	ATTIC PLAN
(D23) A-105	ROOF PLAN
(D23) A-201	ELEVATIONS - NORTH & EAST
(D23) A-202	ELEVATIONS - SOUTH & WEST
(D23) A-301	BUILDING SECTION
(D23) A-401	WALL SECTION
Total Number of Sheets: 20	

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KEY PLAN

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1	11/10/2022	SD SUBMISSION

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SHEET TITLE

BUILDING 23 - TYPE D

DRAWING LIST

(D23)
G-001

2/24/2023 4:48:41 PM

Room Legend

- 2BR
- 3BR
- 3BR DUPLEX
- CORRIDOR
- JR 1BR
- STAIR

1 LEVEL 2 - D23
1/8" = 1'-0"

2 LEVEL 1 - D23
1/8" = 1'-0"

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No. 55054
BOSTON
MA
COMMONWEALTH OF MASSACHUSETTS

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SHEET TITLE

BUILDING 23 - TYPE D

PROGRAMMING PLANS

(D23)
G-002

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DEMO GENERAL KEY NOTES

1. REMOVE EXISTING WALL OR PARTITION INCLUDING SILL PLATE, TOP PLATES, BLOCKING AND ANCHORS TO ADJACENT SURFACES; MAINTAIN ALL EXISTING STEEL STRUCTURE AS DISCOVERED DURING DEMOLITION.
2. REMOVE MASONRY WALL ASSEMBLIES; MAINTAIN EXISTING STRUCTURE.
3. REMOVE EXISTING RETROFIT INFILL MATERIAL AT PREVIOUS WINDOW/DOOR OPENING; PREPARE FOR NEW INFILL CONSTRUCTION
4. CUT AND REMOVE EXISTING CONCRETE SLABS
5. REMOVE AREA OF EXISTING FLOOR ASSEMBLY
6. REMOVE AREA OF EXISTING PARTITION / WALL ASSEMBLY
7. REMOVE EXISTING WINDOW SYSTEM, INCLUDING BUT NOT LIMITED TO BLOCKING, CAULKING. REMOVE & RETAIN INTERIOR TRIM, FRAME, SILL & APRON; PREPARE FOR INFILL CONSTRUCTION
8. REMOVE EXISTING DOOR SYSTEM, INCLUDING BUT NOT LIMITED TO BLOCKING, CAULKING & ASSOCIATED HARDWARE; REMOVE & RETAIN INTERIOR TRIM, FRAME; PREPARE FOR INFILL CONSTRUCTION
9. REMOVE DOOR, MAINTAIN FRAME
10. SALVAGE EXISTING DOOR, PROTECT & STORE FOR FUTURE USE IN NEW LOCATION
11. REMOVE STAIR OR RAMP, LANDINGS & RAILINGS
12. REMOVE CASEWORK, ASSOCIATED BLOCKING, APRON AND TRIM BELOW SILL; MAINTAIN AND PROTECT SILL
13. REMOVE EXISTING FINISH FLOORING DOWN TO SUBFLOOR, CLEAR OF GLUE OR MASTICS OR PREPARE FOR NEW FLOORING, REMOVE ALL FLOOR FINISHES AND FLOOR COVERINGS
14. REMOVE EXISTING INTERIOR WALL COVERINGS, INC PLASTER & FURRING
15. REMOVE EXISTING CEILING SYSTEMS COMPLETELY DOWN TO EXISTING STRUCTURE; REMOVE CEILING FIXTURES & RELATED HARDWARE
16. REMOVE EXISTING INTERIOR GLAZING AND FRAME
17. REMOVE EXISTING ROOFING SYSTEMS DOWN TO EXISTING SHEATHING
18. REMOVE EXISTING GRAB BARS, TOILET ACCESSORIES AND MIRRORS, TURN OVER TO OWNER
19. REMOVE EXISTING PLUMBING FIXTURES, AND ASSOCIATED PLUMBING
20. REMOVE EXISTING MECHANICAL EQUIPMENT/ FIXTURES

DEMOLITION / REMOVAL NOTES:

A. THE INTENT OF DEMOLITION IS TO DEMOLISH AND REMOVE FROM THE SITE. ALL EXISTING ELEMENTS NECESSARY TO CONSTRUCT NEW WORK INDICATED IN THE CONSTRUCTION DOCUMENTS. THE ITEMS NOTED ON THIS DRAWING ARE MEANT TO REPRESENT TYPICAL ITEMS IN THIS BUILDING WHICH ARE TO BE REMOVED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS NOT INDICATED OR NOTED. ALSO COORDINATE WITH DEMOLITION PLANS & DEMOLITION ELEVATIONS FOR ADDITIONAL INFORMATION.

B. PROTECT ALL EXISTING CONSTRUCTION TO REMAIN. AT AREAS WHERE EXISTING CONSTRUCTION IS TO BE PARTIALLY DEMOLISHED, EMPLOY APPROPRIATE TECHNIQUES TO ENSURE CLEAN CUTS AND MINIMUM DISRUPTION TO EXISTING REMAINING ADJACENT SURFACES.

C. CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF DAMAGED ITEMS INSIDE AND OUTSIDE OF LIMIT OF WORK LINE DUE TO CONTRACT OPERATIONS.

D. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEBRIS AND FURNISHINGS THROUGHOUT THE BUILDING. NOT ALL REFUSE AND DEBRIS HAVE NECESSARILY BEEN, NOR WILL BE, REMOVED BY THE OWNER PRIOR TO THE START OF WORK. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL REFUSE AND DEBRIS THROUGHOUT BUILDING.

E. REMOVE ALL METAL BOLTS, CONDUITS, SIGNS, LIGHTS, MISC SUPPORTS AND ALL OTHER METAL ITEMS AND FITTINGS FROM MASONRY. REFER TO SPECIFICATIONS FOR MASONRY REPAIR PROCEDURES.

F. REMOVE CONSTRUCTION AS SHOWN BY A DASHED LINE AND/OR DIAGONAL HATCH. COORDINATE WITH MEP, CIVIL, AND STRUCTURAL DRAWINGS.

G. SEE M,E,P,FP SERIES DRAWINGS FOR MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DEMOLITION.

H. DEMOLITION KEYNOTES D10, D13, D14, D15, D19, AND D20 ARE TYPICAL THROUGHOUT ENTIRE BUILDING. SALVAGE ALL EXISTING INTERIOR MILLWORK AT AREAS OF REMOVAL, TYP.

I. EXISTING FLOOR FRAMING TO REMAIN IS TO BE CONTINUOUSLY SUPPORTED. NOTIFY ARCHITECT AND ENGINEER OF RECORD IF LOAD BEARING ELEMENTS DO NOT MATCH ACTUAL FIELD CONDITIONS. PROVIDE SHORING FOR NEW OR ENLARGED MASONRY WALL OPENINGS.

J. NOTE NOT USED.

K. REMOVE ANY NAILS, SCREWS, FASTENERS, PROTRUDING OBJECTS ON WINDOWS AND FRAMES THAT MAY PREVENT SMOOTH COAT OF PAINT

DEMO KEY

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED
- EXISTING DOOR TO BE DEMOLISHED
- EXISTING DOOR TO REMAIN
- REMOVE AREA OF FLOOR SLAB OR FRAMING
- REMOVE SUSPENDED CEILING STRUCTURE
- EXISTING ATTIC FLOOR FRAMING TO REMAIN
- EXISTING FLOOR ELEVATION

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SHEET TITLE

BUILDING 23 - TYPE D

DEMO NOTES

(D23)
D-100

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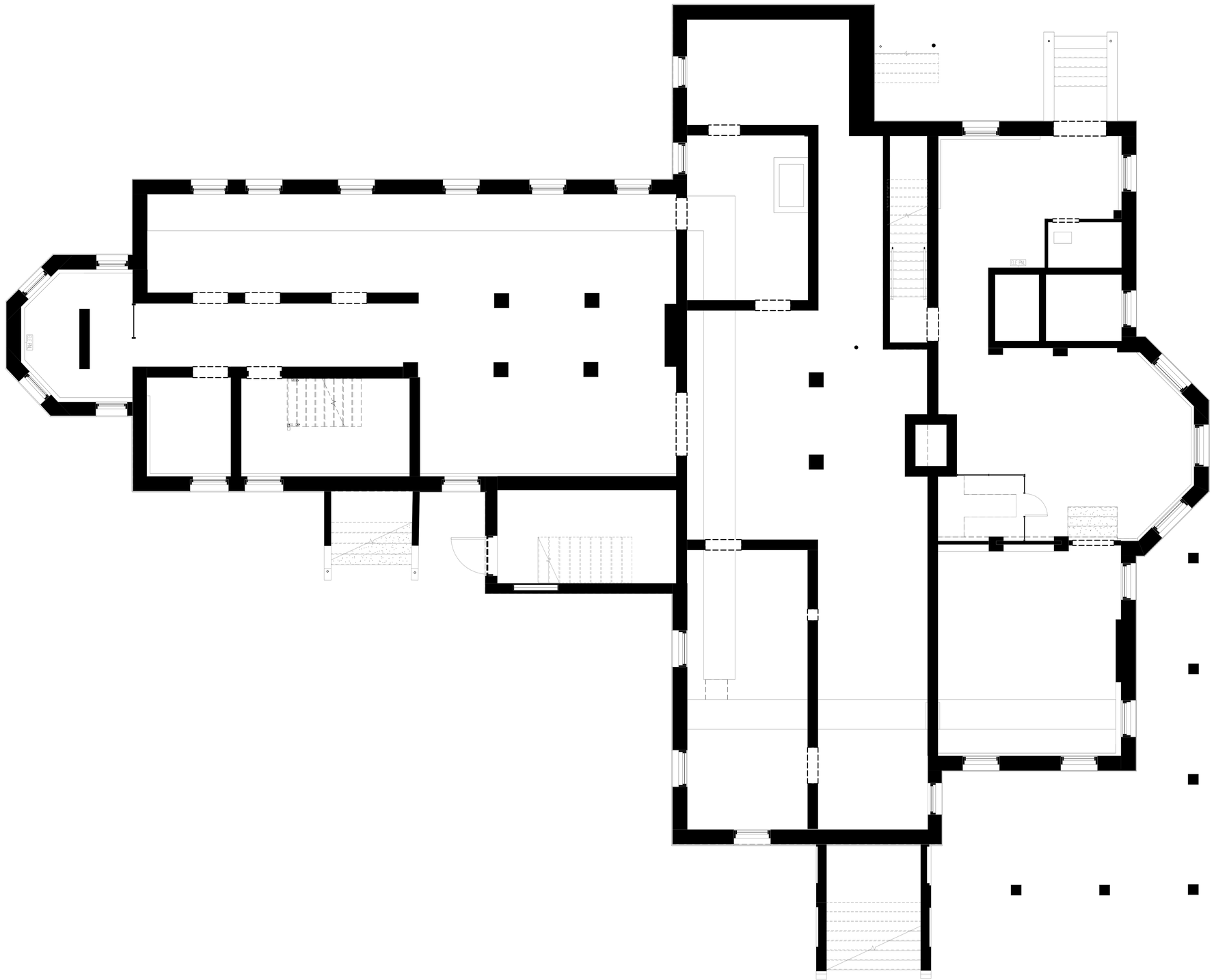

1 D23 DEMO BASEMENT
1/4" = 1'-0"

2/24/2023 4:48:17 PM

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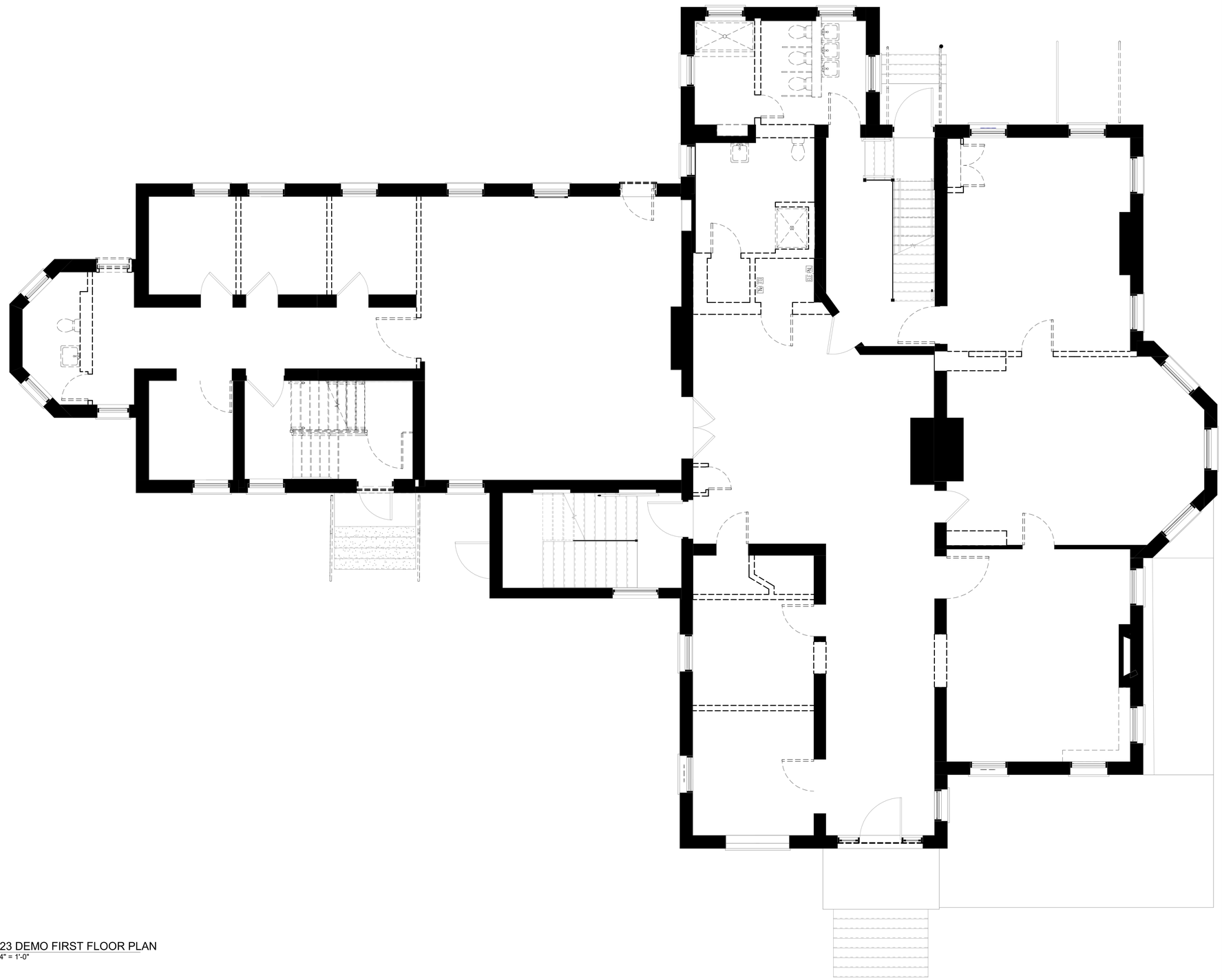
SHEET TITLE

BUILDING 23 - TYPE D

DEMO BASEMENT PLAN

(D23) D-101



1 D23 DEMO FIRST FLOOR PLAN
1/4" = 1'-0"

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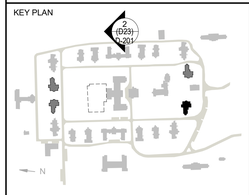
KEY PLAN



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SHEET TITLE

BUILDING 23 - TYPE D

DEMO FIRST FLOOR PLAN

(D23)
D-102

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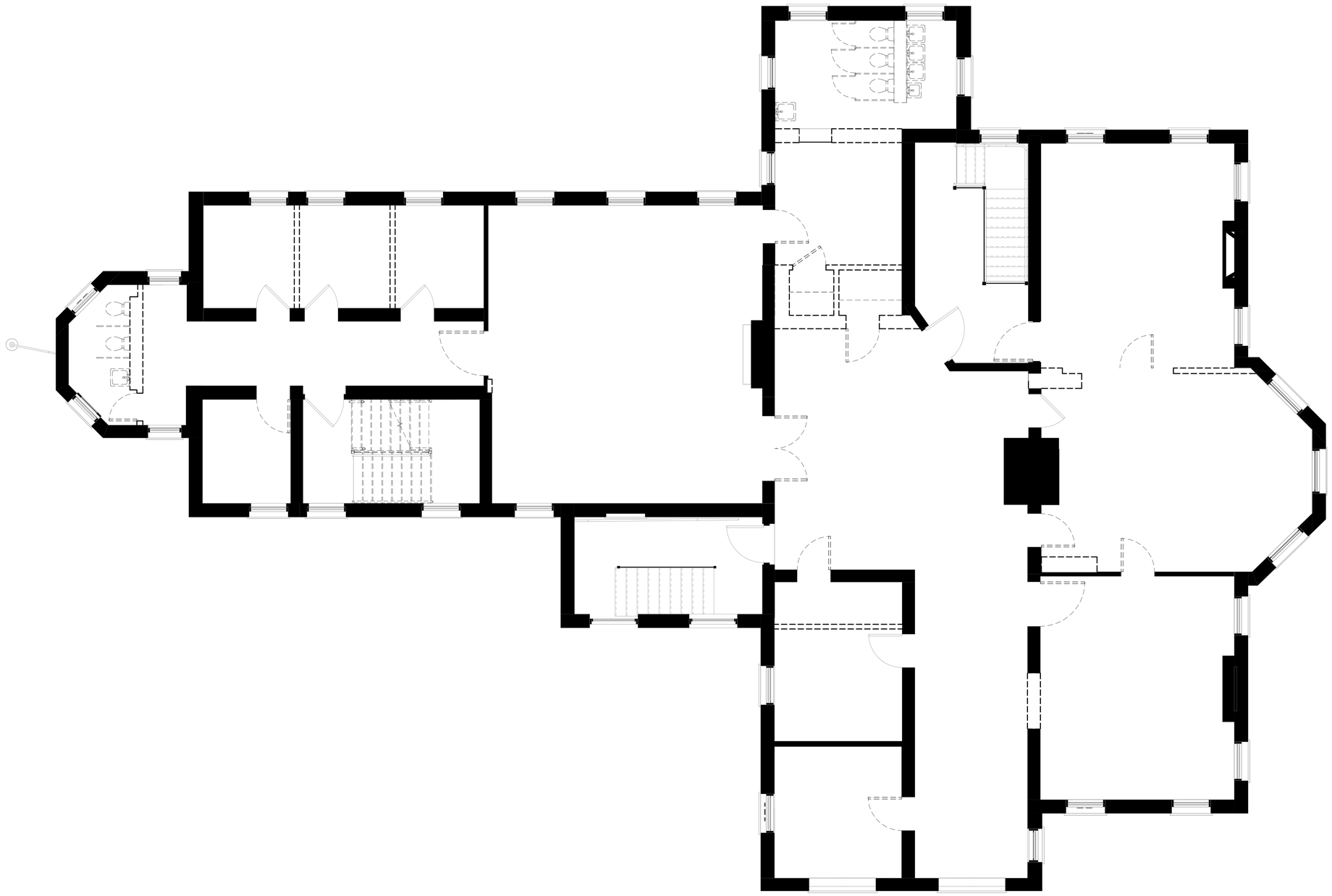

1 D23 DEMO SECOND FLOOR PLAN
1/4" = 1'-0"

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SHEET TITLE

BUILDING 23 - TYPE D

DEMO SECOND FLOOR PLAN

(D23)
D-103

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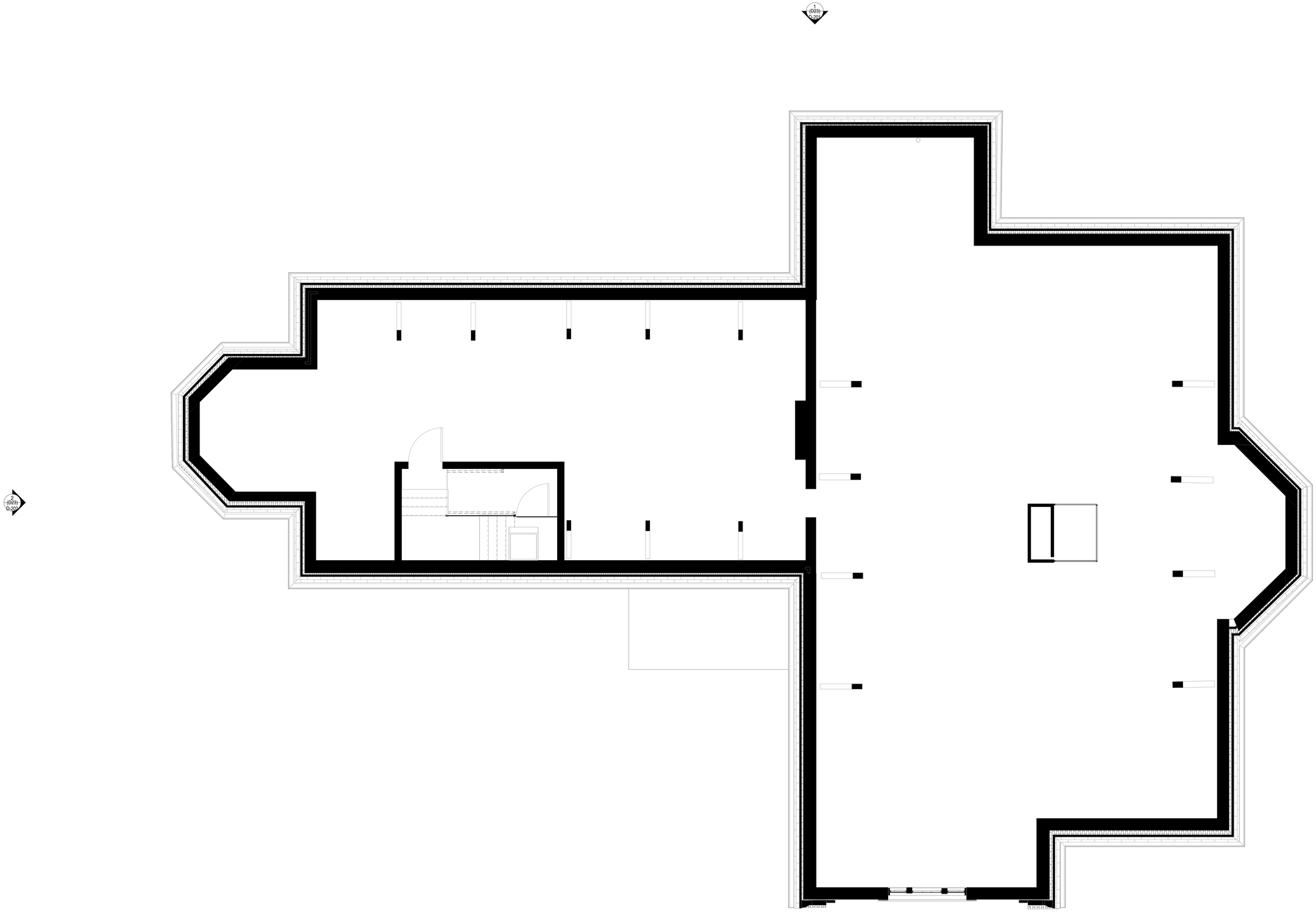

1 D23 DEMO THIRD FLOOR PLAN
1/4" = 1'-0"

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No. 55054
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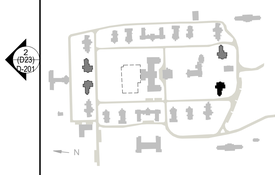
KEY PLAN



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SHEET TITLE

BUILDING 23 - TYPE D

DEMO ATTIC FLOOR PLAN

(D23)
D-104

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1 D23 DEMO ROOF PLAN
1/4" = 1'-0"

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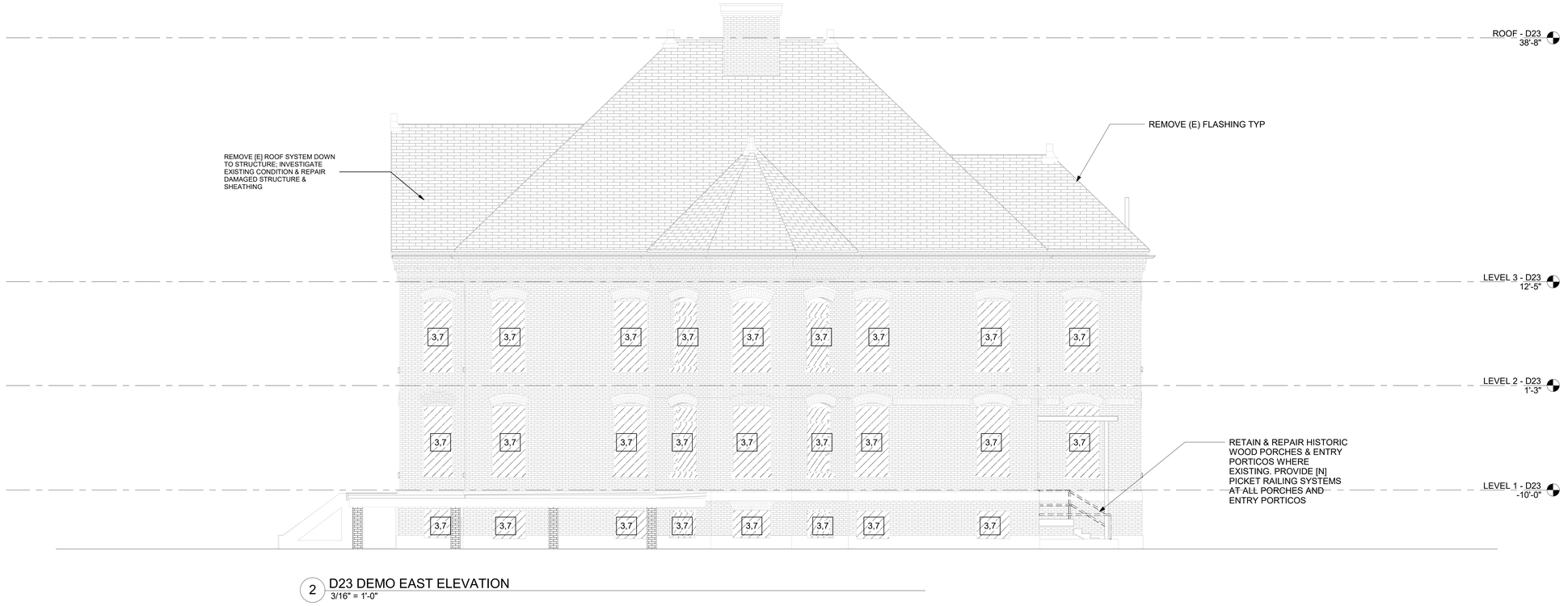
SHEET TITLE

BUILDING 23 - TYPE D

DEMO ROOF PLAN

(D23)
D-105

2/24/2023 4:48:25 PM



2 D23 DEMO EAST ELEVATION
3/16" = 1'-0"

1 D23 DEMO NORTH ELEVATION
3/16" = 1'-0"

3/14/2023 4:20:34 PM

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SHEET TITLE

BUILDING 23 - TYPE D

DEMO ELEVATIONS - NORTH & EAST

(D23)
D-201

2 D23 DEMO WEST ELEVATION
3/16" = 1'-0"

1 D23 DEMO SOUTH ELEVATION
3/16" = 1'-0"

2/24/2023 4:48:39 PM

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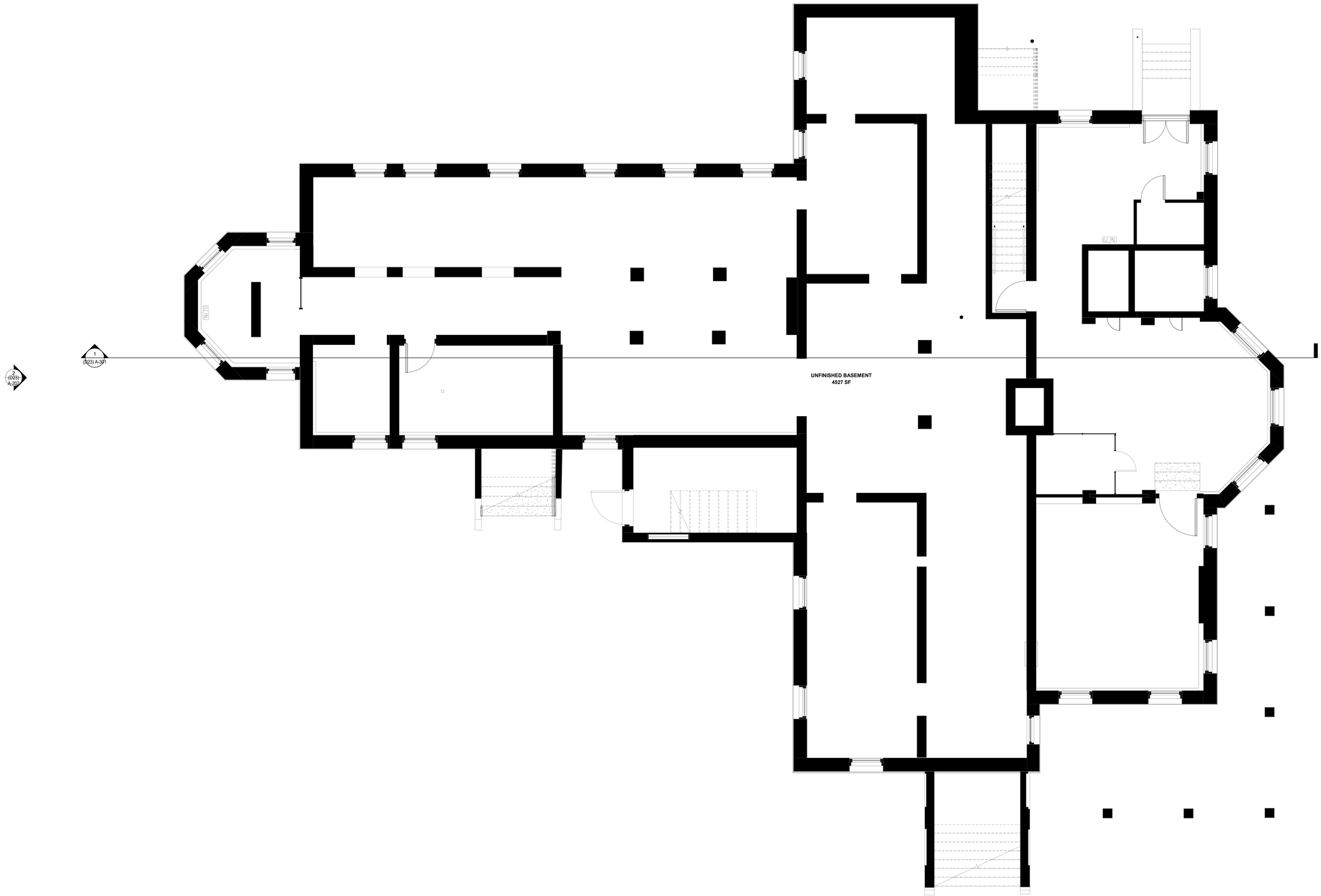
SHEET TITLE

BUILDING 23 - TYPE D

DEMO ELEVATIONS - SOUTH & WEST

(D23) D-202



1 D23 BASEMENT
1/4" = 1'-0"

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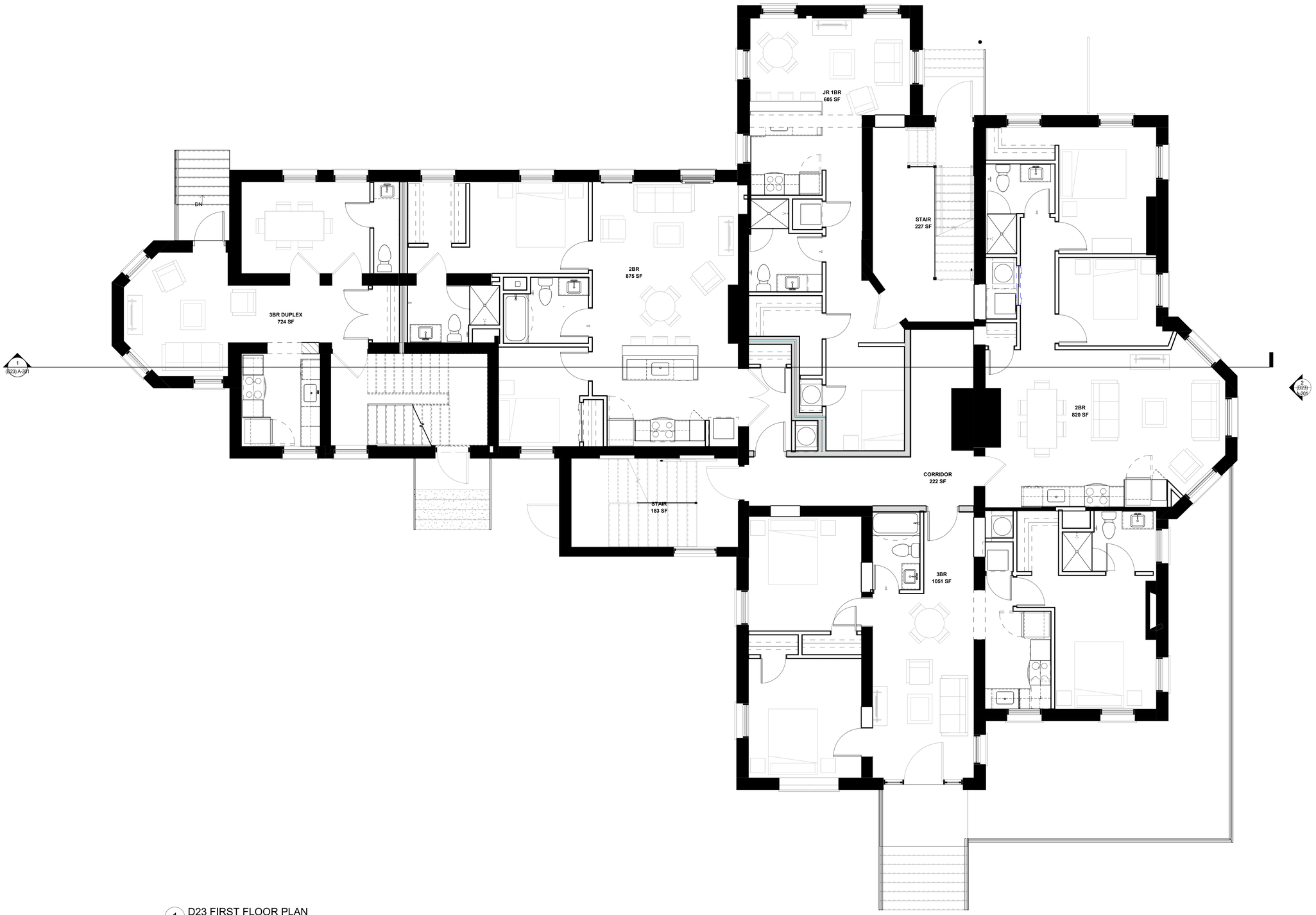
SHEET TITLE

BUILDING 23 - TYPE D

BASEMENT PLAN

(D23)
A-101

2/24/2023 4:47:54 PM



1 D23 FIRST FLOOR PLAN
1/4" = 1'-0"

3/14/2023 4:20:20 PM

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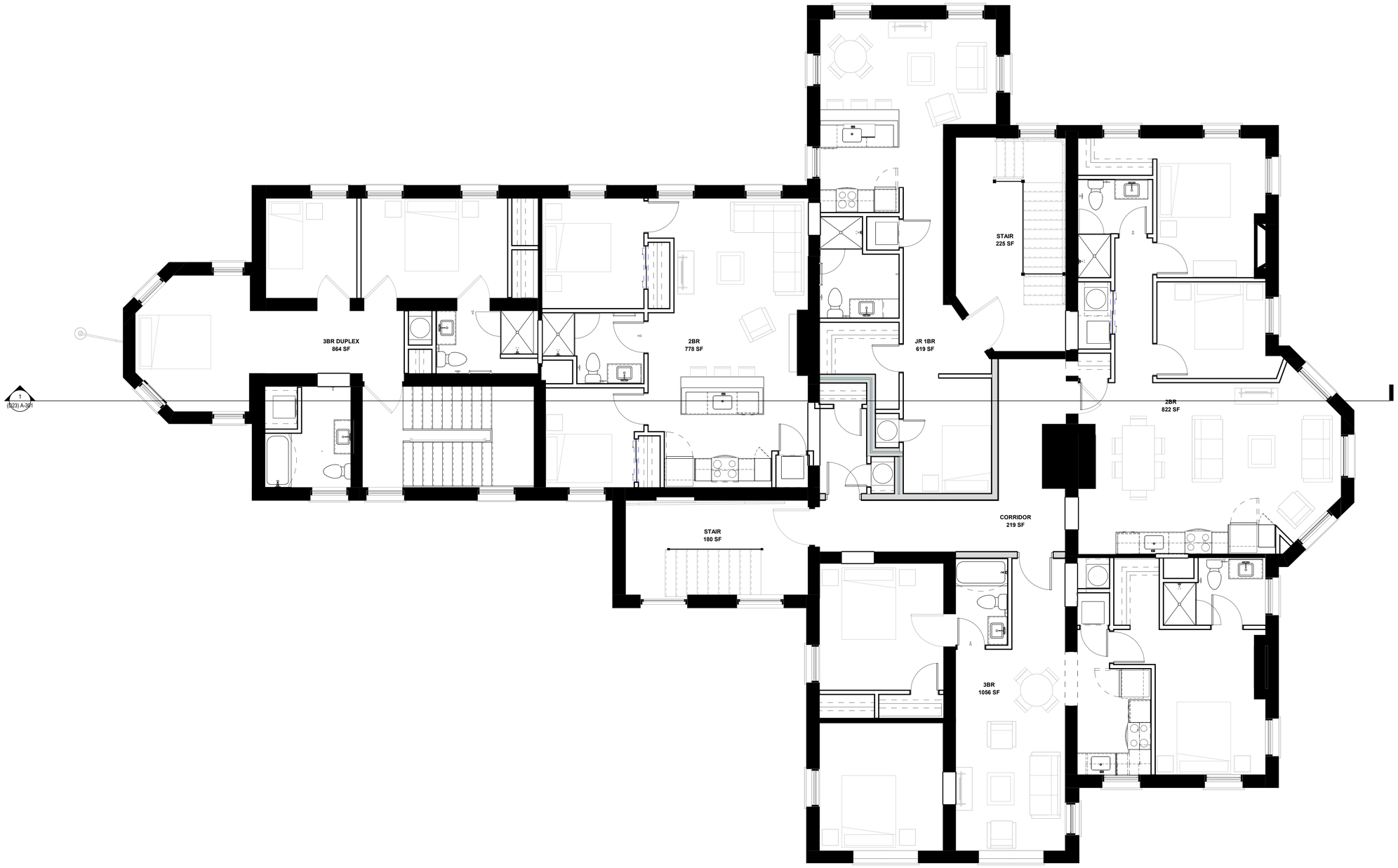
CHECKED BY: BM & KH

SHEET TITLE

BUILDING 23 - TYPE D

FIRST FLOOR PLAN

(D23) A-102



1 D23 SECOND FLOOR PLAN
1/4" = 1'-0"

MEDFIELD STATE HOSPITAL

1 Stonegate Drive
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TRINITY ACQUISITIONS LLC

ARCHITECT

E-ICON ARCHITECTURE
101 SUMMER ST BOSTON MA 02110

CONSULTANT

STAMP

REGISTERED ARCHITECT
KENDRA J. HALLIWELL
No. 55054
BOSTON
COMMONWEALTH OF MASSACHUSETTS

KEY PLAN

MARK	DATE	DESCRIPTION
5	04/07/2023	PLANNING BOARD SUBMISSION
4	02/24/2023	HISTORIC SUBMISSION
3	01/31/2023	REV 1
2	01/11/2023	PLANNING BOARD SUBMISSION
1	11/10/2022	SD SUBMISSION

PROJECT NUMBER: 221078.000
DRAWN BY: SEP & LC
CHECKED BY: BM & KH

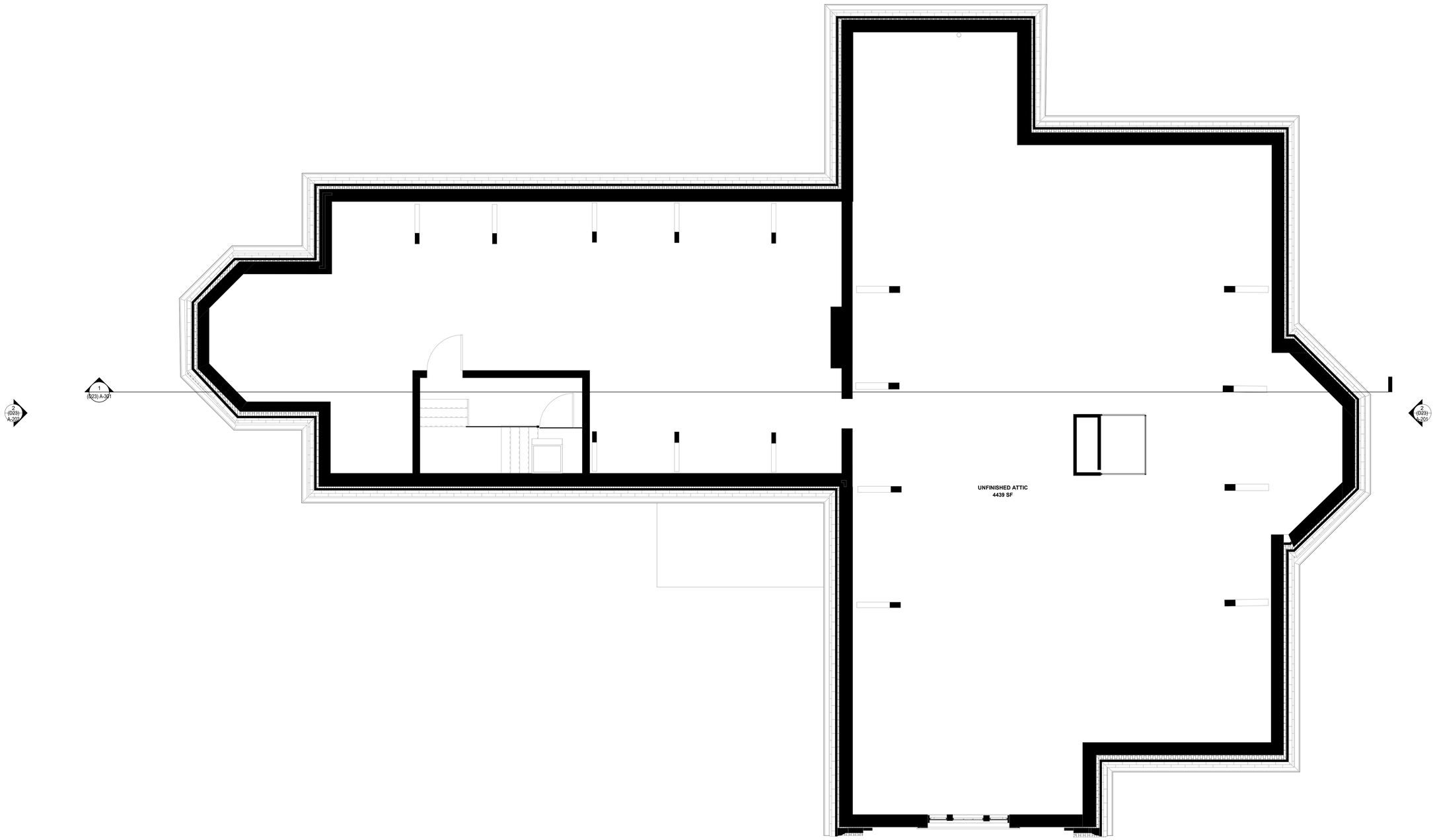
SHEET TITLE

BUILDING 23 - TYPE D

SECOND FLOOR PLAN

(D23) A-103

2/24/2023 4:47:58 PM



1 D23 ATTIC PLAN
1/4" = 1'-0"

2/24/2023 4:48:00 PM

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KEY PLAN

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1	11/10/2022	SD SUBMISSION

PROJECT NUMBER: 221078.000
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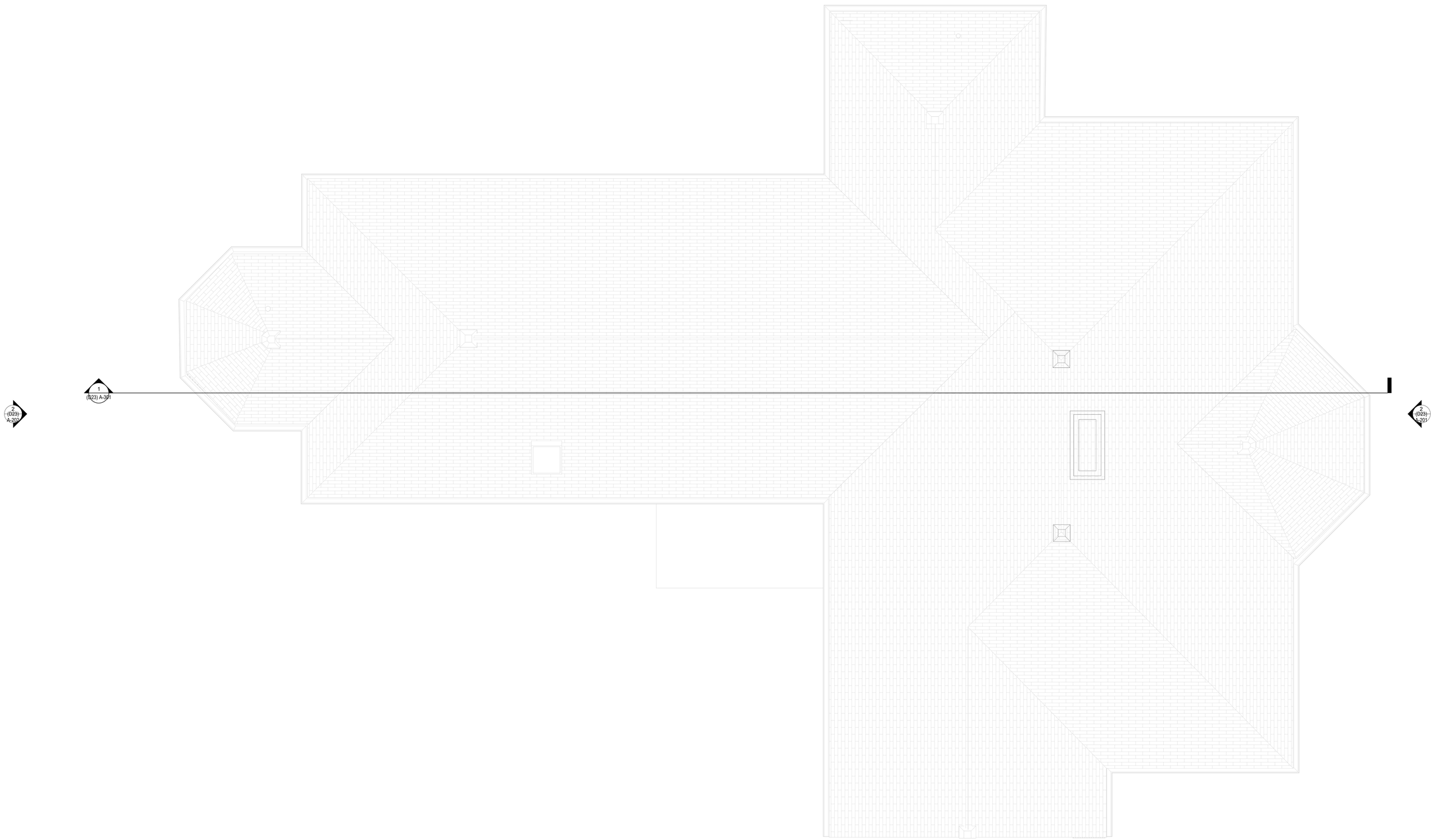
CHECKED BY: BM & KH

SHEET TITLE

BUILDING 23 - TYPE D

ATTIC PLAN

(D23)
A-104



1 D23 ROOF PLAN
1/4" = 1'-0"

2/24/2023 4:48:02 PM

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KENDRA J. HALLIWELL
No. 55054
BOSTON
COMMONWEALTH OF MASSACHUSETTS

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1	11/10/2022	SD SUBMISSION

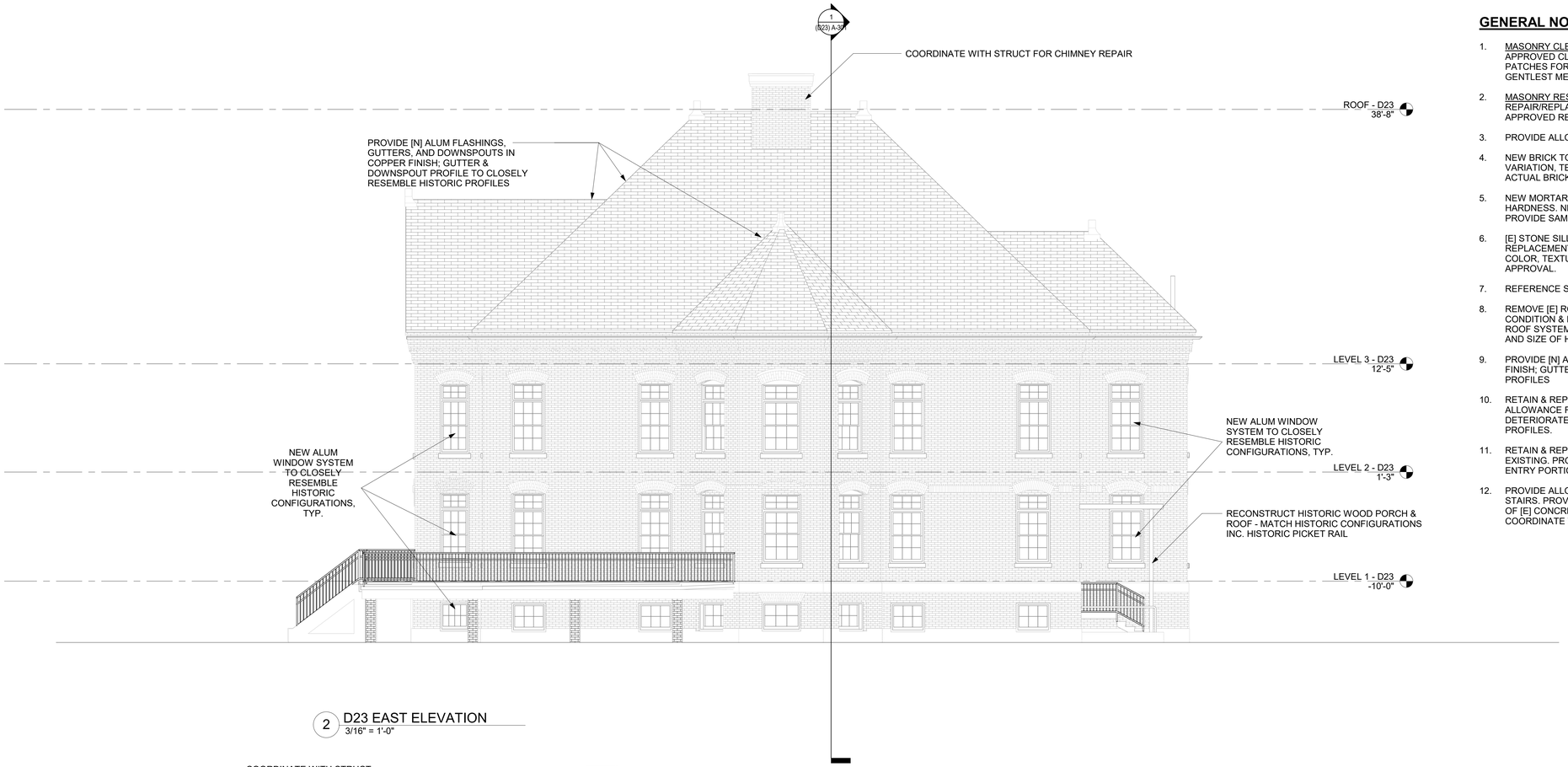
PROJECT NUMBER: 221078.000
DRAWN BY: SEP & LC
CHECKED BY: BM & KH

SHEET TITLE

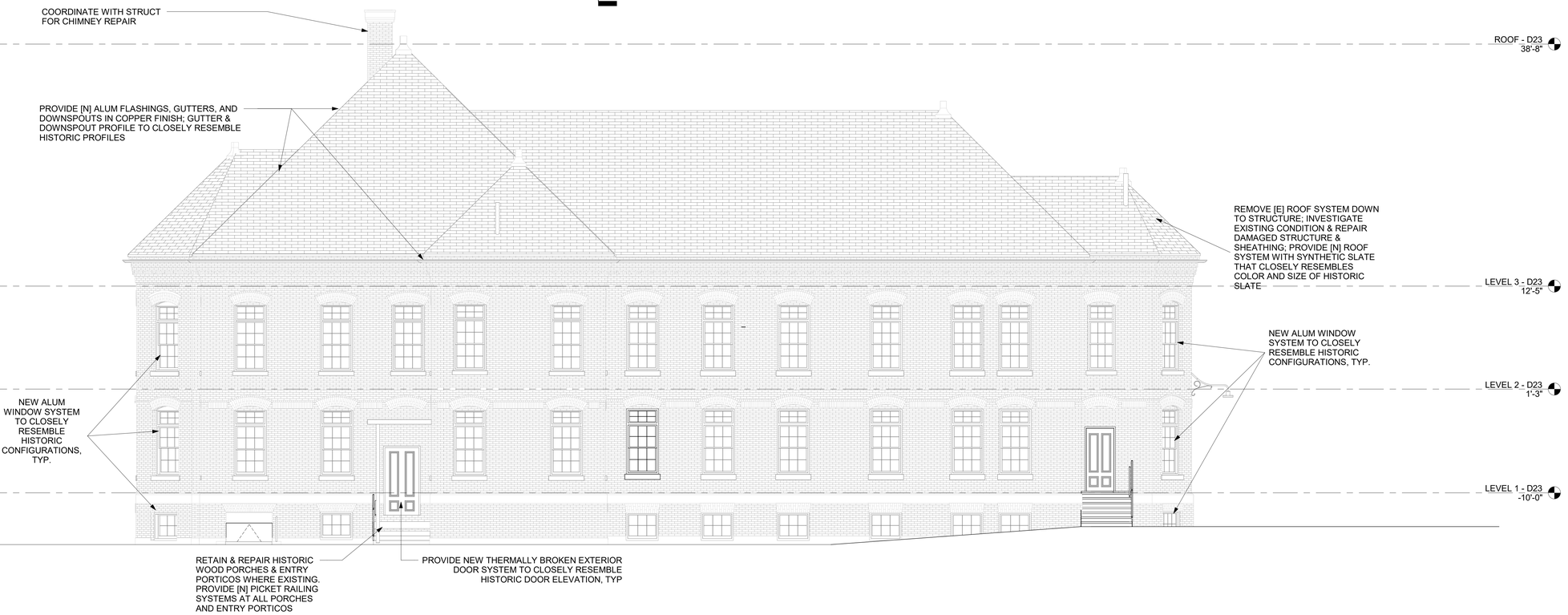
BUILDING 23 - TYPE D

ROOF PLAN

(D23) A-105



2 D23 EAST ELEVATION
3/16" = 1'-0"



1 D23 NORTH ELEVATION
3/16" = 1'-0"

GENERAL NOTES

1. MASONRY CLEANING: CLEAN 100% OF EXTERIOR MASONRY WITH APPROVED CLEANING METHODS. CONTRACTOR TO PROVIDE UP TO 10 TEST PATCHES FOR EACH CLEANING CONDITION TO ASSIST IN DETERMINING THE GENTLEST METHOD THAT WILL ACHIEVE ACCESPTABLE RESULTS.
2. MASONRY RESTORATION: IN ADDITION TO SPECIFIC AREAS NOTED FOR REPAIR/REPLACEMENT, RESTORE 100% OF EXTERIOR MASONRY WITH APPROVED RESTORATION METHODS PER SPECIFICATIONS.
3. PROVIDE ALLOWANCE FOR REPOINTING 100% OF MORTAR JOINTS.
4. NEW BRICK TO CLOSELY RESEMBLE EXISTING IN COLOR RANGE AND VARIATION, TEXTURE, SIZE AND STRENGTH. PROVIDE SAMPLE PANELS OF ACTUAL BRICK UNITS REPRESENTING COLOR VARIATION FOR APPROVAL.
5. NEW MORTAR TO CLOSELY RESEMBLE EXISTING IN COLOR, TEXTURE, AND HARDNESS. NEW MORTAR MUST BE WEAKER THAN THE EXISTING BRICK. PROVIDE SAMPLE PANELS UTILIZING APPROVED BRICK FOR APPROVAL.
6. [E] STONE SILLS TO BE RETAINED AND REPAIRED AS REQUIRED. REPLACEMENT STONE SILL TO CLOSELY RESEMBLE HISTORIC SILLS IN COLOR, TEXTURE, SIZE, AND PROFILE. PROVIDE STONE SAMPLE FOR APPROVAL.
7. REFERENCE SPECIFICATIONS FOR STONE REPAIR, TYP.
8. REMOVE [E] ROOF SYSTEM DOWN TO STRUCTURE; INVESTIGATE EXISTING CONDITION & REPAIR DAMAGED STRUCTURE & SHEATHING; PROVIDE [N] ROOF SYSTEM WITH SYNTHETIC SLATE THAT CLOSELY RESEMBLES COLOR AND SIZE OF HISTORIC SLATE
9. PROVIDE [N] ALUM FLASHINGS, GUTTERS, AND DOWNSPOUTS IN COPPER FINISH; GUTTER & DOWNSPOUT PROFILE TO CLOSELY RESEMBLE HISTORIC PROFILES
10. RETAIN & REPAIR [E] WOOD CORNICES WHERE EXISTING. PROVIDE ALLOWANCE FOR REPLACING 50% [E] WOOD CORNICE WHERE DETERIORATED. REPLACEMENT CORNICE TO CLOSELY RESEMBLE HISTORIC PROFILES.
11. RETAIN & REPAIR HISTORIC WOOD PORCHES & ENTRY PORTICOS WHERE EXISTING. PROVIDE [N] PICKET RAILING SYSTEMS AT ALL PORCHES AND ENTRY PORTICOS.
12. PROVIDE ALLOWANCE FOR REPLACING 25% OF [E] EXTERIOR CONCRETE STAIRS. PROVIDE ALLOWANCE FOR CONCRETE REPAIR FOR REMAINING 75% OF [E] CONCRETE STAIRS and FOR REPAIR OF [E] CONCRETE PORCH SLABS. COORDINATE W/ STRUCTURAL, TYP.

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ARCHITECT
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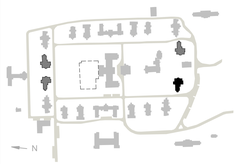
101 SUMMER ST BOSTON MA 02110

CONSULTANT

STAMP

KEY PLAN



MARK	DATE	DESCRIPTION
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2	01/11/2023	PLANNING BOARD SUBMISSION
1	11/10/2022	SD SUBMISSION

PROJECT NUMBER: 221078.000
DRAWN BY: SEP & LC
CHECKED BY: BM & KH

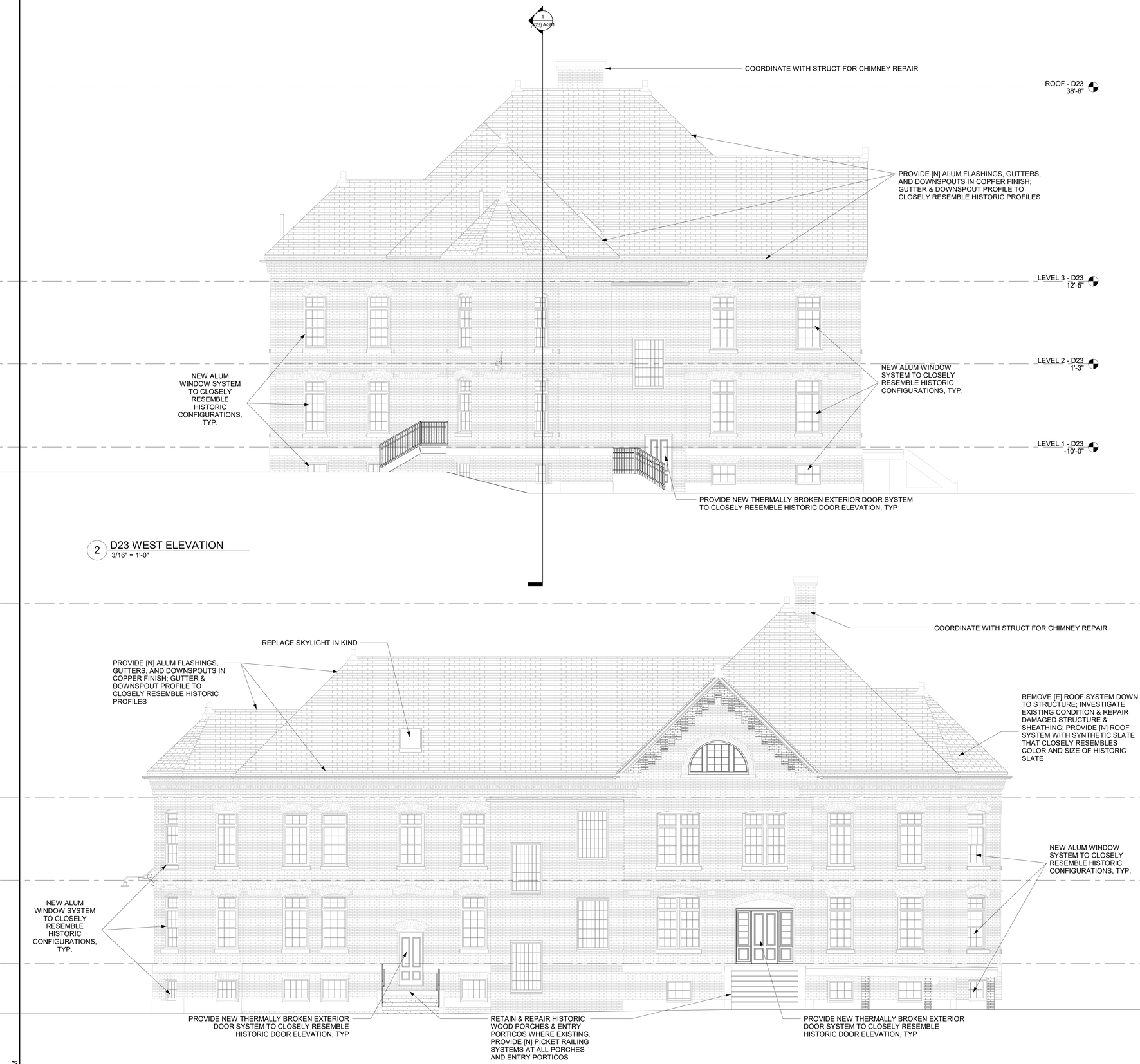
SHEET TITLE

BUILDING 23 - TYPE D

ELEVATIONS - NORTH & EAST

(D23)
A-201

3/14/2023 4:20:25 PM



2 D23 WEST ELEVATION
3/16" = 1'-0"

1 D23 SOUTH ELEVATION
3/16" = 1'-0"

GENERAL NOTES

1. MASONRY CLEANING: CLEAN 100% OF EXTERIOR MASONRY WITH APPROVED CLEANING METHODS. CONTRACTOR TO PROVIDE UP TO 10 TEST PATCHES FOR EACH CLEANING CONDITION TO ASSIST IN DETERMINING THE GENTLEST METHOD THAT WILL ACHIEVE ACCESPTABLE RESULTS.
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3. PROVIDE ALLOWANCE FOR REPOINTING 100% OF MORTAR JOINTS.
4. NEW BRICK TO CLOSELY RESEMBLE EXISTING IN COLOR RANGE AND VARIATION, TEXTURE, SIZE AND STRENGTH. PROVIDE SAMPLE PANELS OF ACTUAL BRICK UNITS REPRESENTING COLOR VARIATION FOR APPROVAL.
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8. REMOVE [E] ROOF SYSTEM DOWN TO STRUCTURE; INVESTIGATE EXISTING CONDITION & REPAIR DAMAGED STRUCTURE & SHEATHING; PROVIDE [N] ROOF SYSTEM WITH SYNTHETIC SLATE THAT CLOSELY RESEMBLES COLOR AND SIZE OF HISTORIC SLATE
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11. RETAIN & REPAIR HISTORIC WOOD PORCHES & ENTRY PORTICOS WHERE EXISTING. PROVIDE [N] PICKET RAILING SYSTEMS AT ALL PORCHES AND ENTRY PORTICOS.
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CONSULTANT

STAMP

REGISTERED ARCHITECT
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No. 55054
BOSTON
COMMONWEALTH OF MASSACHUSETTS

KEY PLAN

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PROJECT NUMBER: 221078.000
DRAWN BY: SEP & LC
CHECKED BY: BM & KH

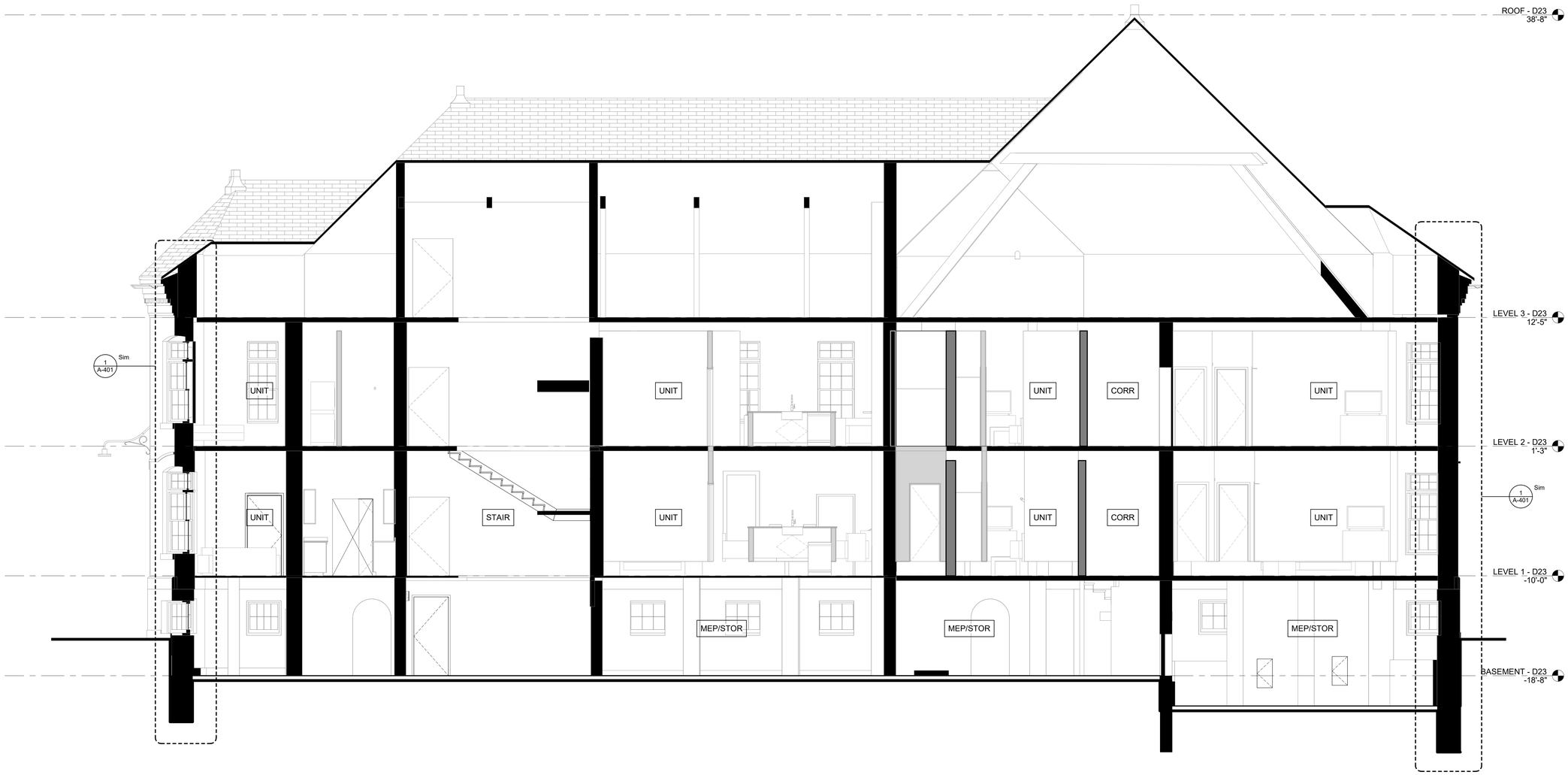
SHEET TITLE

BUILDING 23 - TYPE D

ELEVATIONS - SOUTH & WEST

(D23)
A-202

2/24/2023 4:48:11 PM



1 D23 BUILDING SECTION
1/4" = 1'-0"

2/24/2023 4:48:14 PM

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KENDRA J. HALLIWELL
No. 55054
BOSTON
COMMONWEALTH OF MASSACHUSETTS

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1	11/10/2022	SD SUBMISSION

PROJECT NUMBER: 221078.000
DRAWN BY: SEP & LC
CHECKED BY: BM & KH

SHEET TITLE

BUILDING 23 - TYPE D

BUILDING SECTION

(D23) A-301

GENERAL NOTES

1. MASONRY CLEANING: CLEAN 100% OF EXTERIOR MASONRY WITH APPROVED CLEANING METHODS. CONTRACTOR TO PROVIDE UP TO 10 TEST PATCHES FOR EACH CLEANING CONDITION TO ASSIST IN DETERMINING THE GENTLEST METHOD THAT WILL ACHIEVE ACCESPTABLE RESULTS.
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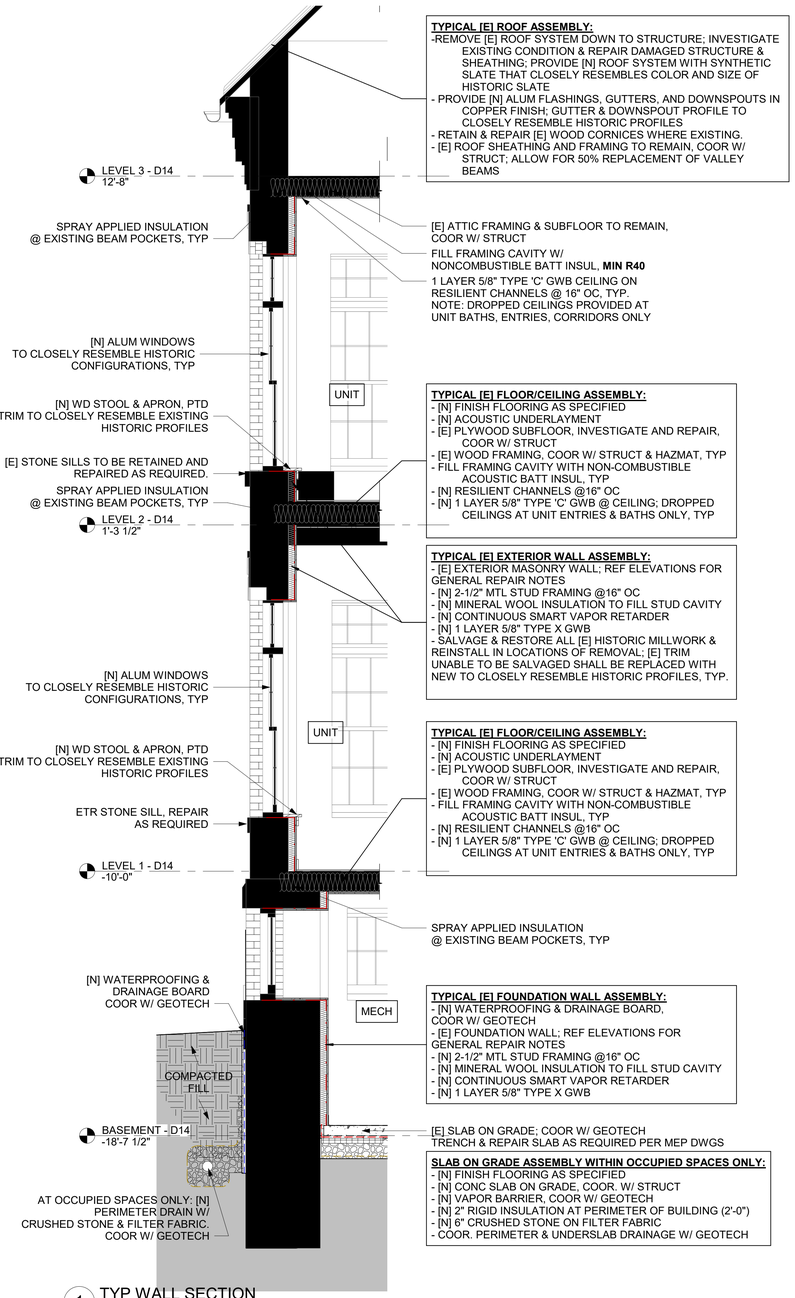

1 TYP WALL SECTION
1/2" = 1'-0"

2/24/2023 4:53:47 PM

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1	11/10/2022	SD SUBMISSION

PROJECT NUMBER: 221078.000
DRAWN BY: SEP & LC
CHECKED BY: BM & KH

SHEET TITLE

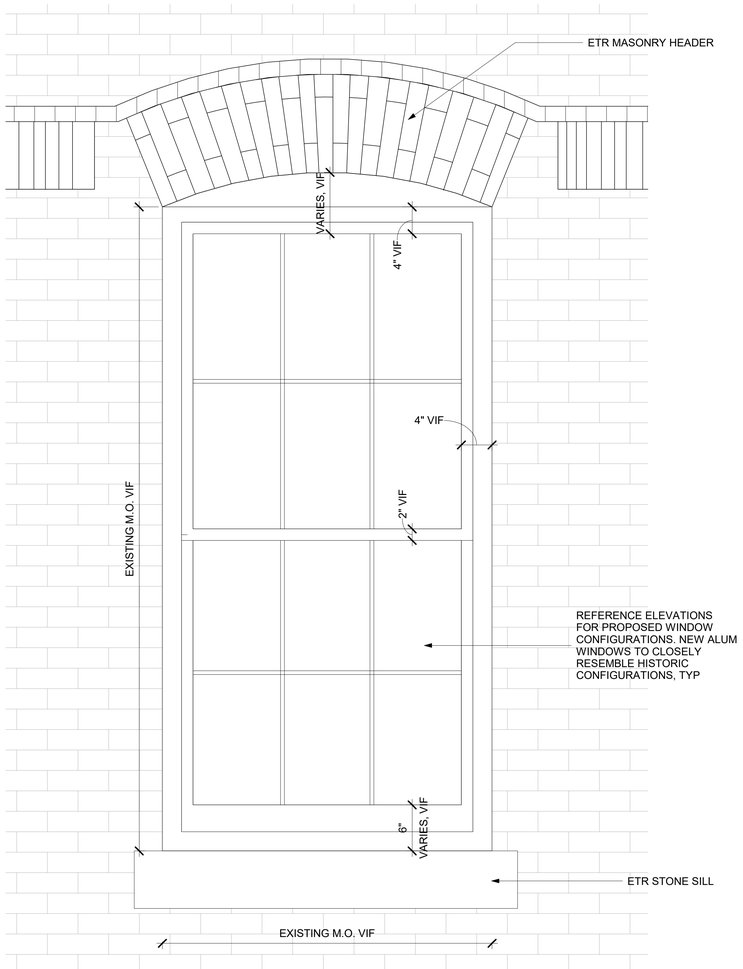
TYPE D

TYP WALL SECTION

A-401

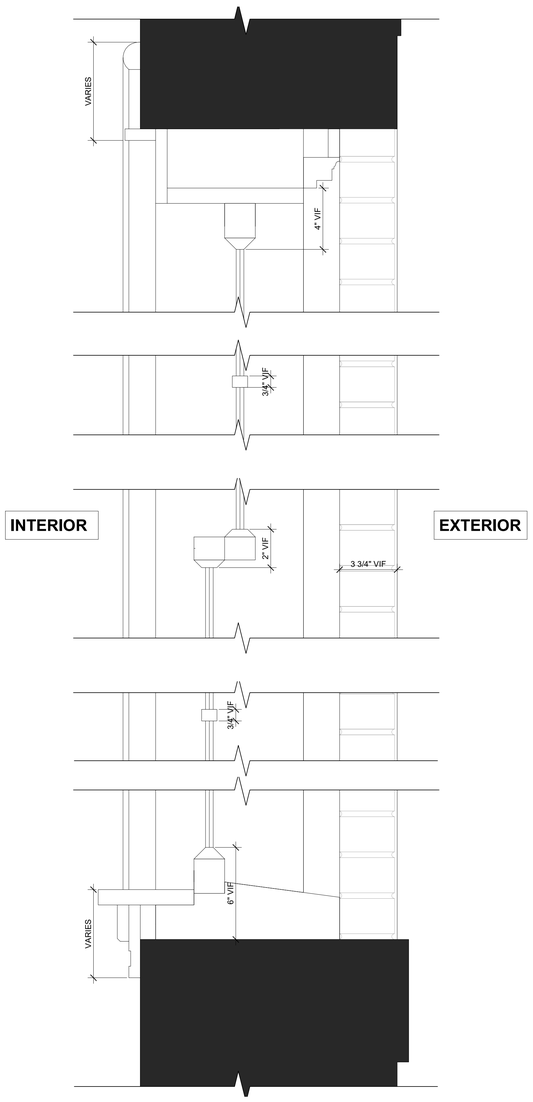
ALUMINUM WINDOW REPLACEMENT SCOPE:

- REMOVE ALL RETROFIT INFILL MATERIALS, INCLUDING BUT NOT LIMITED TO ALL EXTERIOR & INTERIOR SCREENS
- REMOVE EXISTING CASING AND TRIM; CATALOGUE & STORE TRIM ONSITE
- REMOVE EXISTING WINDOW SYSTEM AND BLOCKING
- COORDINATE ALL PROCEDURES PER ENVIRONMENTAL CONSULTANT
- PROVIDE NEW ALUMINUM SINGLE HUNG WINDOW SYSTEM TO CLOSELY RESEMBLE ORIGINAL CONFIGURATIONS, TYP [REFERENCE PROPOSED ELEVATIONS]
- REFINISH & REINSTALL EXISTING WINDOW TRIM IN LOCATION OF REMOVAL; OR REPLACE WITH NEW TO CLOSELY RESEMBLE EXISTING, TYP

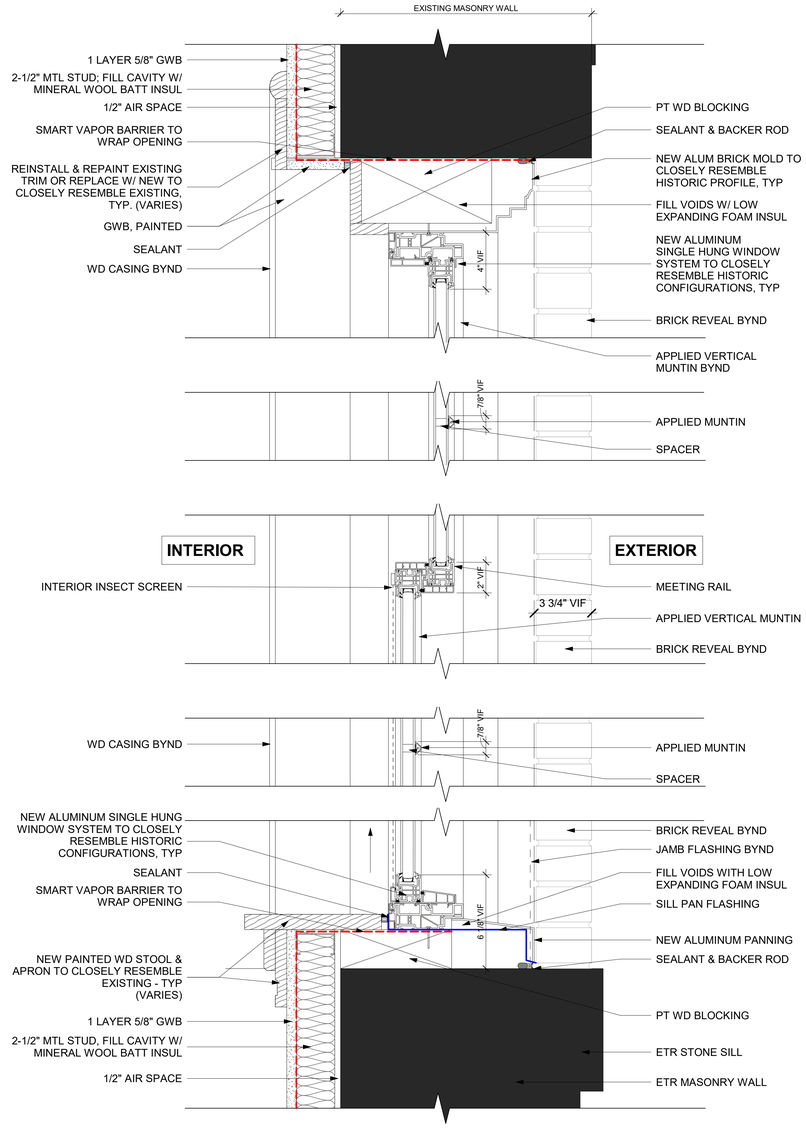


REFERENCE PROPOSED ELEVATIONS FOR WINDOW CONFIGURATIONS

1 PROPOSED WINDOW ELEVATION
1 1/2" = 1'-0"



2 EXISTING WINDOW SECTION
3" = 1'-0"



3 PROPOSED WINDOW SECTION
3" = 1'-0"

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CONSULTANT

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KEY PLAN

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4	02/24/2023	HISTORIC SUBMISSION

PROJECT NUMBER: 221078.00
DRAWN BY: SP, LC
CHECKED BY: BM, KH

SHEET TITLE

WINDOW REPLACEMENT DETAILS - HISTORIC APPROACH

A-801

2/25/2023 12:54:51 PM

DRAFT

ARTIST PREFERENCE FREQUENTLY ASKED QUESTIONS ("FAQ")

What is Artist Preference?
Artist Preference is a selection preference applied to qualifying prospective residents who are actively engaged in the creation and production of art forms and have a demonstrated commitment to and history of participation in creative endeavors.

How is an artist defined?
An artist is an individual who can demonstrate consistent participation in or commitment to a creative pursuit. The Owners reserve the right to limit artistic/creative pursuits to those which are consistent with applicable state and local laws, health and safety regulations and practices which do not unreasonably impose on other residents or neighbors (such as amplified music rehearsal, toxic material use, etc.)

An artist is defined as an individual who creates works of art and is proficient and practices any of the fine arts, including but not limited to the visual, literary, performing, creative, industrial and conceptual; a practitioner in the creative industry, including but not limited to architecture, environmental design, graphic and interior design, fashion, film, video, television and web design.

Works of art may be items which are created for purposes of aesthetic enjoyment, and not solely for practical or financial purposes. Examples include but are not limited to the following: paintings, drawings, prints, lithographs and other visual representations; photographs, film, video, and other visual and electronic media; textiles, costume and jewelry; glasswork, ceramics and woodwork; ephemera and site-specific installations; choreography, acting, music composition and performance; indigenous and traditional art forms.

Does the artist definition require employment as an artist and/or that a portion of annual income be from the applicant's art form?
No. The Artist Preference is unrelated to an applicant's current employment or source of income. All residents will need to comply with the income restrictions and qualifications that have been established by the Owners.

Does qualifying based on income and satisfactory rental and credit history mean someone is accepted and guaranteed a unit?
Qualified applicants will be initially selected through a lottery system giving weight to those who have received Artist Preference by passing the artist preference process. Applicants chosen in the lottery process must complete all required paperwork and pass all background and income qualification requirements as noted in the Tenant Selection Plan before a final offer of housing is extended.

Are applications accepted from non-artists?
Yes.

Does the Artist Preference violate State or National Fair Housing Law?
No. The Owner accepts applications from all people regardless of gender, race, ethnicity, religion, sexual orientation, physical disability, or any other form of prohibited discrimination. Applicants must be income qualified in accordance with the requirements of the various funding programs and are subject to standard background, criminal and credit checks consistent with multifamily housing management. In accepting a qualified prospective resident, the Owner employs a preference for those sharing a commitment to and participation in the Arts. Distinguishing between artists and non-artists in a resident selection preference is not a violation of federal or state fair housing laws.

DRAFT

What does the Artist Selection Board do?

The Artist Selection Board (ASB) interviews prospective residents who have completed an application for residency at the Medfield State Hospital, appear to meet the income guidelines and have indicated a preference for admission based on having an Artist Preference. The ASB will determine the individual's level of commitment to the arts, the MSH community and their particular art form. The ASB will not jury the nature or subject of the artist's work.

What about Fair Housing?

In general, members of the ASB are required to limit questions to those listed on the scoring sheet. Clarification questions may be asked to help a member of the ASB better understand a given answer. The scoring sheet questions have been specifically crafted to prompt answers which help ASB members ascertain the applicant's commitment to their art form and community, without violating provisions of any fair housing law/act/regulation.

Applicants may have questions for ASB members. **Please be advised that questions pertaining to any of the protected classes of fair housing may not be addressed.** While the interview is formal, it is important that every applicant and prospective resident who meets with the ASB be treated consistently and fairly.

ASB Guidelines:

- Each ASB comprises 3-5 persons
- Each interview includes at least 1 artist or other member of the Medfield creative community
- ASB interviews are led by the owner representative or an owner designate
- If any member of the ASB does not adhere to the process or guidelines of the ASB, that member will be removed from the ASB
- All interviews are confidential

Scoring Criteria for ASB Members

- Be sure to sign and notate whether or not you have approved the applicant
- Each question must be scored between 1 and 5
- Applicants are accepted or rejected based on a majority decision
- Each adult applicant declaring an Artist Preference is scored separately, but the household is accepted or rejected in whole. Only one member of a household must meet the artist criteria in order to qualify for the artist preference

DRAFT

MSH ARTIST QUESTIONNAIRE

The following questions are designed to help the Artist Selection Board better understand your particular art form and your artistic history, creative background and ongoing commitment to the arts. Only some of the questions will be scored to determine your eligibility for the Artist Preference. Please answer the questions to the best of your ability and bring the questionnaire with you to the Artist Selection Board interview. Management will contact you later for available meeting times and dates.

At The Interview:

The Artist Selection Board, comprised of owner and management representatives and members of the Medfield arts community, will ask you to verbally respond to the questions. You will also have the opportunity to bring examples of your art form to show the committee. Due to the large number of applications, please be as concise as possible as interviews are limited to 20 minutes.

Performers or those unable to show physical examples should bring photos, video, press releases, reviews, etc. Please bring your own computer or hardware required to show your art form as equipment may not be available at the interview location.

NAME: _____

1. Does your art form require a designated workspace not found in typical residential buildings?

2. Describe your art form and present your portfolio, resume and examples of your work. The Artist Selection Board will not judge the quality or nature of your art form but rather your artistic energy and commitment demonstrated by your efforts. Please discuss your artistic process, the aesthetic or functional intention of your art form and methods of producing your work.

3. Describe and discuss your long-term artistic ambitions, desires and aspirations.

4. Have you exhibited, performed or marketed your work to the public or do you create your art form for personal fulfillment?

5. Is your art form created mainly of your own will and intention or at the design and direction of someone else?

6. Have you received formal education or training in your artistic discipline or has your study or pursuit been self-directed?

7. Have you participated in arts-related community events or associations? Are you interested in joining or leading arts-related programs at the Bellforge Arts Center or in the greater Medfield community?

Artist Name: _____ DRAFT

Date: _____

MSH RESIDENT SELECTION QUESTIONNAIRE

Instructions to Artist Selection Board (ASB) member: Members of the ASB shall ask questions alternately. Each member shall rank the response to each question as described below:

1: Unsatisfactory
2: Satisfactory
3: Good
4: Very Good
5: Excellent

A. Does your art form require a designated workspace not found in typical residential buildings?

1 2 3 4 5

B. Describe your art form and present your portfolio, resume and examples of your work. The board will not judge the quality or nature of your art form but rather your artistic energy and commitment demonstrated by your efforts. Please discuss your artistic process, the aesthetic or functional intention of your art form and methods of producing your work.

1 2 3 4 5

C. Describe and discuss your long-term artistic ambitions, desires and aspirations.

1 2 3 4 5

D. Have you exhibited, performed or marketed your work to the public or do you create your art form for personal fulfillment?

1 2 3 4 5

DRAFT

E. Is your art form created mainly of your own will and intention or at the design and direction of someone else?
NO POINTS FOR QUESTION 5. THIS QUESTION IS TO INFORM THE PANEL ABOUT THE ARTIST'S BACKGROUND.

F. Have you received formal education or training in your artistic discipline or has your study or pursuit been self-directed?
NO POINTS FOR QUESTION 5. THIS QUESTION IS TO INFORM THE PANEL ABOUT THE ARTIST'S BACKGROUND.

G. Have you participated in arts-related community events or associations? Are you interested in joining or leading arts-related programs at the Bellforge Arts Center or in the greater Medfield community?
NO POINTS FOR QUESTION 7. THIS INFORMATION CAN BE COLLECTED AND SHARED WITH APPROVED APPLICANTS IF DESIRED. EXAMPLE: NAMES OF RESIDENTS WHO INDICATED INTEREST IN ATRIUM EXHIBITIONS, COORDINATING OPEN STUDIO EVENTS.

H. Do you know of any organizations/people/events we might reach out to regarding the Medfield State Hospital?

Questionnaires shall be collected confidentially and tabulated by the Owners or management representatives.

WHEN 5 ASB MEMBERS ARE PRESENT

Applications with an average score of 60 or higher are eligible for the Artist Preference (For example: 3 points average score per question x 4 questions = 12 points per questionnaire x 5 Artist Selection Board members = 60).

WHEN 4 ASB MEMBERS ARE PRESENT

Applications with an average score of 48 or higher are eligible for the Artist Preference (For example: 3 points average score per question x 4 questions = 12 points per questionnaire x 4 Artist Selection Board members = 48).

WHEN 3 ASB MEMBERS ARE PRESENT

Applications with an average score of 36 or higher are eligible for the Artist Preference (For example: 3 points average score per question x 4 questions = 12 points per questionnaire x 3 Artist Selection Board members = 36).

Interviewer: _____

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

August 22, 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 the Medfield State Hospital redevelopment. The Medfield Planning Board voted unanimously at its meeting on April 10, 2023, to request the maximum 70% local preference as part of its approval of this project. Trinity proposes the creation of 334 units of mixed-income rental housing, 85 will be restricted to persons earning at or below 80% of AMI .. This request is based on the Town's need to maximize access to affordable rental units for residents, town local business employees, 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, a copy of which is on file with EOHLC. Key findings from the plan 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 AMI 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) *Avg. annual turnover: 15 (2021)*
Wilkins Glen (103 affordable units)	156 applicants *Avg. annual turnover: 5*
The Parc at Medfield (96 affordable units)	2 applicants *Avg. annual turnover: 12 (2021)*
67 North Street (8 units, 2 affordable)	No waitlist *Avg. annual turnover: 0 (2021)*
Hillside Village (16 units, 4 affordable)	7 applicants *Avg. annual turnover: 2 (2021)*
71 North Street (8 units, 2 affordable)	No waitlist *Avg. annual turnover: 0 (2021)*
Medfield Meadows (24 units, 6 affordable)	No waitlist, 1 available unit *Avg. annual turnover: 0 (2021)*

We believe that there is a clear need for a 70% local preference for the affordable rental units at Medfield State Hospital project. 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 project 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 the Medfield State Hospital project 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
Select Board Chair
Town of Medfield

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

August 22, 2023

Ms. Brona Simon, State Historic Preservation Officer
Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

Re: Medfield State Hospital, Medfield, MA

Dear Ms. Simon,

I am writing on behalf of the Medfield Select Board to support Trinity Acquisitions proposed adaptive reuse of the Medfield State Hospital using state and federal historic tax credits. Preservation and rehabilitation of the historic property has been a top priority for the campus since it closed completely, 20 years ago. The project will rehabilitate 27 buildings and create 334 units of mixed income housing.

The proposed project incorporates the priorities of the Town of Medfield identified in the Medfield State Hospital 2018 Strategic Master Plan for reuse of the property, including maintaining and enhancing the character of the Town, addressing Town housing needs, achieving reasonable economic and financial benefits for Medfield residents and Town service, and celebrating history. The proposed residential use of 27 campus buildings complements the proposed Cultural Alliance of Medfield's plan for cultural and arts uses in the former Lee Chapel and the Infirmary.

The project also incorporates new public open spaces, which will provide significant recreational and ecological amenities for the new residents and Medfield community. With passive and active programs, the new campus landscape will be crafted to engage residents and neighbors in social spaces while providing "productive landscape" services. The objective of the "productive landscape" is to create an open space that provides ecological resources (such as wildlife habitat enhancement, stormwater treatment, native seed spreading, and passive cooling) while also providing recreational opportunities for the community.This project will revitalize the Medfield State Hospital campus and buildings to the proper rehabilitation standards while restoring an underutilized and vacant asset for the community.

We strongly encourage your favorable consideration of this project. Please feel free to contact Kristine Trierweiler, Medfield Town Administrator, should you have any questions.

Sincerely,

Osler Peterson,

Chair, Medfield Select Board

cc: Kristine Trierweiler, Medfield Town Administrator
Todd Trehubenko, Chair, Medfield State Hospital Development Committee
Amanda Alberda, Trinity Acquisitions LLC
Jean Mineo, Bellforge Arts Center

INTER-MUNICIPAL AGREEMENT FOR THE CREATION AND MAINTENANCE OF THE SWAP/TRIC SHARED HOUSING SERVICES OFFICE

THIS AGREEMENT is entered into by and between the Towns of Hopkinton, Medfield, Milton, Norwood, Randolph, and Sharon hereafter referred to collectively as the "Municipalities," this ___ day of _____ 2023, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common SWAP/TRIC Shared Housing Services Office; and

WHEREAS, the Town of Hopkinton is willing and capable of performing the duties associated with hosting a SWAP/TRIC Shared Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on the date of execution and shall expire on June 30, 2026, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for seven (7) additional three-year terms as voted by each municipality through its respective Select Board, City or Town Council, and/or primary legislative body by January 1 of the year of the expiring term.

2. Lead Municipality. During the Term of this Agreement, the Town of Hopkinton shall act as the lead municipality. The Town of Hopkinton shall perform or provide the following under the direction of the Town of Hopkinton Town Manager:

a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities. All procurements must comply with M.G.L. Chapter 30B and other relevant federal and municipal procurement thresholds, laws, and statutes;
b. Enter into contracts with Consultant to provide said housing administrative services;
c. Manage the Consultant contracts;
d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
e. Establish a revolving fund to administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
f. Provide overall program oversight and related administration;
g. Provide conflict resolution in accordance with Section 10 below.

3. Duties of the SWAP/TRIC Shared Housing Services Office. During the Term of this Agreement, the SWAP/TRIC Shared Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Funding Structure and Payment. The Town of Hopkinton shall annually request funds from the Municipalities for the upcoming year by July 1 with payment due within 30 days of the written request and the Municipalities shall provide annual funding to the Town of Hopkinton pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Hopkinton and the individual municipality. The Town of Hopkinton shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Municipalities may contract and pay for additional hours for supplemental services during the year by mutual agreement between the consultant and municipality.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each fiscal year throughout the Term of this Agreement. The Town of Hopkinton shall provide a record of the actual hours of services provided to each municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 15. Municipalities may increase or decrease hours year-to-year as desired and appropriated. At year end, any remaining balance of under 10 hours are forgiven; greater than 10 hours due the municipality are carried forward to the next fiscal year.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Town of Hopkinton, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Regional Housing Services Office pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the SWAP/TRIC Shared Housing Services Office while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific:; Hopkinton's obligations shall be limited to the services provided for Hopkinton; Medfield's obligations shall be limited to the services provided for Medfield; Milton's obligations shall be limited to the services provided for Milton; Norwood's obligations shall be limited to the services provided for Norwood; Randolph's obligations shall be limited to the services provided for Randolph; and Sharon's obligations shall be limited to the services provided for Sharon'.. The Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the

Indemnifying Municipality. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

a. Violations of state or federal civil rights statutes;
b. Violations of state or federal discrimination statutes;
c. Wrongful termination claims;
d. Violations of any state or federal statute dealing with employment practices;
e. Claims that are covered by any insurance policy.

7. Termination. (Subsection A) Any Municipality, by a vote of its respective Select Board, City or Town Council, and/or primary legislative body may withdraw from and terminate this Agreement at the end of any fiscal year with the provision of at least sixty (60) days written notice to the Town of Hopkinton. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Hopkinton shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within sixty (60) days thereafter. The Town of Hopkinton, by a vote of its respective Select Board, may terminate this Agreement upon the provision of at least one-month prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Hopkinton shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year, provided that in such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall endeavor to meet on a quarterly basis in August, November, February and May. The Town of Hopkinton shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

9. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the director of the SWAP/TRIC Shared Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Hopkinton.

10. Additional Communities. The Advisory Committee may vote at any time to amend this Agreement to add an additional municipality or municipalities by unanimous vote and approval of the Lead Municipality, so long as there are no more than ten (10) member communities. If voted and approved as provided in this Section, the participation of said municipality or municipalities is effective as of July 1 of the fiscal year next after the vote is taken unless otherwise agreed among all parties. Any such additional municipality must be a municipality within the South West Advisory Planning Committee (SWAP) or Three Rivers

Interlocal Council (TRIC) subregion of the Metropolitan Area Planning Council (MAPC) unless waived by a majority of the Town Managers/Administrators of the originally participating communities.

11. Financial Safeguards. The Town of Hopkinton shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all funds received from the Municipalities. The Town of Hopkinton shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year. The Town of Hopkinton agrees to comply with audit and financial requests and give full access to financial records, procurement and transactions documentation, and other applicable documentation to the Municipalities. The Town of Hopkinton shall promptly notify the Municipalities of any potential or actual violations of the generally accepted financial, accounting, or procurement procedures as related to the SWAP/TRIC Shared Housing Services Office.

12. Non-Local Funding Sources. Should any funding for the SWAP/TRIC Shared Housing Services Office, appropriated by the Municipalities, stem from non-local funding sources (i.e. federal, state, other grant sources), the Municipality or Municipalities are required to notify the Town of Hopkinton, in writing, of the source of the funding ninety (90) days prior to the beginning of the upcoming fiscal year, or the transfer of funding from the Municipality to the Town of Hopkinton. Written notice of non-local funding shall include any and all enhanced record keeping, reporting, audit, and financial management requirements. The Town of Hopkinton shall acknowledge receipt of the notice of non-local funding, in writing, and affirm compliance with the outlined reporting requirements. If the Town of Hopkinton acknowledges the notice of non-local funding and agrees to comply with the outlined reporting requirements, the Town of Hopkinton is expected to fulfil that obligation to the best of its ability and provide adequate access to all records to the appropriate Municipality. This clause includes, but is not limited to, the financial responsibilities established in The Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements outlined in the Code of Federal Regulations, specifically 2 CFR Part 200.

13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

14. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Hopkinton
Town Manager
18 Main Street
Hopkinton, MA 01748

Town of Medfield
Town Administrator
459 Main Street
Medfield, MA 02052

Town of Milton
Town Administrator
525 Canton Avenue
Milton, MA 02186

Town of Norwood
General Manager
566 Washington Street
Norwood, MA 02062

Town of Randolph
Town Manager
41 South Main Street
Randolph, MA 02368

Town of Sharon
Town Administrator
90 South Main Street
Sharon, MA 02067

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and

understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

Hereon duly authorized and executed as a sealed instrument,

TOWN OF HOPKINTON
By its Town Manager

_____

Date: _____, 2023

Hereon duly authorized and executed as a sealed instrument,

TOWN OF Medfield
By its Town Administrator

_____

Date: _____, 2023

Hereon duly authorized and executed as a sealed instrument,

TOWN OF MILTON
By its Town Administrator

_____

Date: _____, 2023

Hereon duly authorized and executed as a sealed instrument,

TOWN OF NORWOOD
By its General Manager

_____

Date: _____, 2023

Hereon duly authorized and executed as a sealed instrument,

TOWN OF RANDOLPH
By its Town Manager

_____

Date: _____, 2023

Hereon duly authorized and executed as a sealed instrument,

TOWN OF SHARON
By its Town Administrator

_____

Date: _____, 2023

Exhibit A

Core Housing Services

1. Monitoring
   - Monitoring Database of Affordable Housing Developments and residents
   - Monitor LIP and local ownership units
   - Monitor LIP rental developments
   - Assist with resales of ownership units
   - Maintain municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development

2. Local Support
   - Assist assessors with valuations of restricted ownership units
   - Provide technical support to staff and housing entities
   - Create and implement housing programs
   - Advise and consult on projects
   - Prepare and Review project documents
   - Provide resident support, if requested

3. Regional Activities
   - Assist communities with regional linkages
   - Provide programs and referrals to residents

Exhibit B
Fee Structure

The participating municipalities have allocated the amount listed below for FY24. The services of the Shared Housing Office provider will be available for $155.00/hour.

This fee structure does not include payment for voluntary supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

	FY24 Appropriation
Hopkinton	$23,000
Medfield	$20,000*
Milton	$12,000
Norwood	$10,000
Randolph	$11,520
Sharon	$20,000

*Conditional to Norfolk County approval

Agreement for Sealer of Weights and Measures Services
Between
The Town of Medway
and
The Town of Millis
and
The Town of Medfield

This Intermunicipal Agreement (the "Agreement") is entered into by and between the Towns of Medway, Millis and Medfield (collectively, the "Towns"), effective as of _____, 2023.

Whereas, the Towns desire to share the costs and administrative burden for, and cooperate in the provision of services of the sealer of weights and measures; and

Whereas, the provisions of M.G.L. c. 40, § 4A authorizes the Towns to enter into an intermunicipal agreement to share the costs and administrative burden for services to be shared by the Towns; and

Whereas, the Towns have obtained authorization for this Agreement in accordance with the requirements of G.L. c. 40, § 4A pursuant to votes of their respective Select Boards.

Now therefore, the Towns, in mutual consideration of the covenants contained herein, agree as follows:

1. The term of this Agreement shall be from September 1, 2023, to June 30, 2026, unless extended by written amendment approved by the Towns' respective Select Boards or terminated earlier as provided herein.

2. The Town of Medway Sealer of Weights and Measures (the "Sealer") shall serve as Sealer of Weights and Measures for the Town of Millis and the Town of Medfield. Each of the Towns will officially appoint the employee providing these services and the employee will be certified within one year of this appointment as required by the provisions of G.L. c. 98, § 34.

3. The duties of the Sealer shall include those listed in Attachment A, which may be amended from time to time by mutual written agreement of the Towns, and as required by State law. The Sealer shall provide a performance bond pursuant to statute.

4. The Town of Medway shall appoint a liaison to work with the Sealer on provision of service issues.

5. The salaries, benefits, and other compensation paid to the Sealer shall be provided solely by the Town of Medway; in no event shall this agreement be deemed to make the Sealer an employee of either Millis or Medfield or entitle said person to receive any work-related compensation or benefits directly from either of said towns.

   The Town of Medway agrees to cover the Sealer under its Professional Liability Policy, for acts in the Town of Medway. The Towns of Millis and Medfield agree to cover the Sealer under their respective Professional Liability Policies and indemnify and hold the Town of Medway harmless, including defense claims, for acts of the Sealer in the Towns of Millis and Medfield, to the extent permitted by law.

6. The Town of Medway shall assess and invoice the Town of Millis and the Town of Medfield the cost of the services provided by the Sealer quarterly each year of the agreement on September 30, December 31, March 31 and June 30. The Fiscal Year 2024 assessment is shown in Attachment B and will be updated in succeeding fiscal years of this agreement. Payment for such services shall be made to the Town of Medway by the Town of Millis and the Town of Medfield within thirty days of receipt of invoice. The financial liability of each town shall not exceed the amount appropriated by the Town at its Town Meeting. Failure of either the Town of Millis or the Town of Medfield to make such payment may result in termination of this Agreement by the Town of Medway. The costs associated with the services include a portion of the compensation and benefits provided by the Town of Medway to the Sealer, office space, office supplies, and vehicle use.

7. The Town of Medway shall provide office space for the Sealer.

8. The Town of Medway shall provide the Sealer a set of standards and a seal, and shall give a receipt therefor, stating their condition when received. The Sealer shall be responsible for the preservation of such equipment in like condition, normal wear and tear excepted. The Town of Millis and the Town of Medfield shall provide seals for services performed in their respective municipalities.

9. The Town of Medway will make a municipal vehicle available to the Sealer during the time these services are being provided to the Towns. In the event that a personal vehicle must be used by the Sealer, the receiving Town shall reimburse the Sealer for the use of their personal vehicle at the then-applicable standard IRS rate for mileage.

10. The Town of Millis and the Town of Medfield will each provide the Sealer and the Medway Building Commissioner (supervisor of the Sealer) with a list of all businesses and enterprises subject to sealer of weights and measures testing and certification in their respective towns annually and as needed. The Towns will provide their respective Towns' fee schedules for each of the inspections and certifications required by law, as well as any associated fees. The Sealer will be responsible for invoicing the businesses directly according to the applicable fee schedule. Invoice payments will be made by the businesses to the respective Towns' treasurers. The Sealer will provide each of the Towns with reports of inspections and any other activities every six months.

11. The Towns shall meet annually, to discuss the provisions of the agreement. This Agreement may be amended from time to time by written agreement of the Towns. Further, should the Commonwealth of Massachusetts revoke, rescind, or otherwise terminate the Sealer's certification or the certification of the Sealer's equipment, or if the Sealer shall no longer be an employee of the Town of Medway and the Town of Medway has not secured the services of a new certified sealer of weights and measures, this Agreement shall be deemed terminated.

12. Any one of the Towns, by vote of its respective Select Board, may terminate this Agreement upon the provision of at least sixty (60) days prior written notification to the other Towns. Such notice shall state the termination date. Upon such termination, the terminating Town shall be solely responsible for providing for itself the services formerly provided by the Town of Medway pursuant hereto. In the event of such termination, the Towns shall prepare a full statement of outstanding unpaid financial obligations pursuant to this Agreement within thirty days after termination of the agreement, and appropriate fees and costs shall be paid to the Town of Medway in accordance with this Agreement.

13. Any services, activities or undertakings of the Sealer shall be deemed to be engaged in the service and employment of that respective Town, notwithstanding that such service, activity or undertaking is being performed in or for the other Towns.

14. The Towns agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. The Sealer shall, within thirty days of the end of each fiscal year during the term of this Agreement, as may be amended, make a financial report of the services performed pursuant to this Agreement and shall provide a copy thereof to each of the Towns.

16. This Agreement may be amended from time to time in writing, by a vote of the Towns through their respective Select Boards.

17. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

18. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Towns with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Towns. This Agreement may be executed in any number of counterpart copies, all of which constitute one and the same agreement and each shall constitute an original.

[Signature page follows]

Town of Millis:
By its Select Board

Date:___

_____

_____

_____

Town of Medway:
By its Select Board

Date:____

_____

_____

_____

_____

_____

Town of Medfield:
By its Select Board

Date:___

_____

_____

_____

ATTACHMENT A

SEALER OF WEIGHTS AND MEASURES

Duties and Responsibilities

Inspect all commercial weighing and measuring devices designated as “legal for trade” to assure that they are maintained within acceptable tolerances as defined by state and federal law. These devices include: mechanical and electronic weighing devices found in supermarkets, delicatessens, bakeries, groceries and eating places, computerized retail scanning devices, reverse vending machines (can & bottle returns), apothecary scales, balances and weights, taximeters, retail fuel pumps dispensing gasoline and diesel, oil truck meters, wire, rope, cordage, linear measures such as yardsticks and tape.

Perform routine price verification in retail establishments having computerized scanning devices.

Invoice all appropriate fees due and provide copies of same to the designated administrative office of the town responsible for collection.

Serve as a consumer advocate by investigating any concerns or complaints relative to questionable selling practices.

Maintain accurate and detailed records for all of the above. Provide reports twice per year to the designated administrative office of each town.

Perform other related duties as required by the Towns and the Commonwealth.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

ATTACHMENT B

SEALER OF WEIGHTS AND MEASURES SERVICES
FISCAL YEAR 2024 ASSESSMENT

Town of Millis	$7,800
Town of Medfield	$7,800

[Assessment reflects a portion of the compensation and benefits provided by the Town of Medway to the Sealer, office space, office supplies, and vehicle use.]

HILB GROUP EMPLOYEE BENEFIT SERVICES AGREEMENT

THIS EMPLOYEE BENEFIT SERVICES AGREEMENT ("Agreement") is made by and between **Town of Medfield**("Client" or "the Town"), and The Hilb Group, dba Cook & Company Insurance Services, Inc. ("Hilb") as of **August 1, 2023** (the "Effective Date").

WHEREAS, Client desires to engage Hilb as an independent contractor to provide certain insurance brokerage and consulting services ("Employee Benefit Services") under the terms and conditions in this Agreement; and

WHEREAS, Hilb has the necessary experience and qualifications to provide the Employee Benefit Services and Hilb desires to provide such Employee Benefit Services to Client pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the provision of the Employee Benefit Services, compensation paid hereunder, and the representations, covenants and agreements contained in this Agreement and the attached Addendum, Client and Hilb agree as follows:

1. Services:

a) Employee Benefit Services. For purposes of this Agreement, Employee Benefit Services shall mean services related to employee benefits brokerage, consulting, and administrative support services, as specified in the attached Addendum. Hilb will use its good faith efforts to perform the Employee Benefit Services in a manner consistent with applicable federal, state and local laws and regulations and pursuant to the terms of this Agreement.

b) Professional Practices. Hilb shall ensure that the Employee Benefit Services are provided by appropriately experienced and credentialed personnel and in a manner consistent with applicable laws and regulations, and the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

c) Subcontractors. Hilb may engage subcontractors to assist in performing the Employee Benefit Services at Hilb's cost and expense without prior consent from Client.

2. Accuracy of Information Provided by Client: Client agrees to timely provide Hilb with accurate and complete data and information required to provide the Employee Benefit Services. Client acknowledges and agrees that Hilb shall rely on the accuracy and completeness of the data and information provided by Client in providing the Employee Benefit Services and Hilb shall not be liable for any liabilities, damages, losses, costs, or expenses incurred by Client arising from Client's failure to provide such data or information to Hilb in a timely, complete, and accurate manner. This provision shall survive termination or expiration of this Agreement.

3. Compensation and Billing:

a) Hilb shall be paid an annual fee of $9,500 for the Employee Benefit Services.

4. Confidentiality:

a) Confidentiality. In providing the Employee Benefit Services, Hilb may have access to financial, accounting, statistical, and personnel data of private individuals and employees of Client. Hilb agrees that all data, documents, discussion, or other information developed or received by Hilb or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Hilb without written authorization by Client or as required by law. The restrictions contained in this Section 4(a) shall not apply to information that is otherwise publicly available or lawfully obtained by Hilb from a source other than Client.

b) Ownership of Information. All Client information and data remains the property of Client; however, Hilb has the right to physically possess Client Data for purposes of performing Hilb's obligations under this Agreement. Hilb may use de-identified Client data for research and statistical compilation purposes. Upon request by Client, Hilb will return or destroy all Client data upon termination or expiration of this Agreement, except that Hilb may retain one copy of such information to the extent required by law.

5. Term & Termination:

a) Term. The initial term of this Agreement will be for one (1) year (the "Initial Term") from the Effective Date. Thereafter this Agreement will automatically renew (the Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term"), unless either party gives the other written notice of its intent not to renew at least ninety (90) days before the end of the then current Term. Termination of this Agreement within the notice period shall not affect the right of Hilb to receive the compensation described in Section 3 through the end of the notice period.

b) Termination. Notwithstanding the foregoing, either party may terminate this Agreement at any time in the event of a material breach by the other party of a term or condition hereof that is not corrected within forty five (45) days after written notice describing the breach in reasonable detail. This Agreement may also be terminated via written notice in the event Hilb becomes legally unable to provide Employee Benefit Services. Hilb may terminate this Agreement immediately if Client defaults on its payment obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days.

6. Representations and Warranties: Client represents and warrants that:

a) All Client data is accurate and complete in all material respects;
b) Client has obtained all corporate authority required to enter into this Agreement and entering into this Agreement shall not create a conflict with any other legally binding obligation of Client;
c) Client operates in compliance with all applicable federal, state, and local statutes, regulations;
d) Client has and shall maintain throughout the Term all required licenses and permits required to lawfully operate its business; and
e) Client shall promptly notify Hilb if, during the Term, there is any change to the status of any of the above representations and warranties.

The representations and warranties contained in this Section 6 shall survive the termination of this Agreement.

7. Limitation of Liability. Except as otherwise noted in the attached Addendum, in no event shall Hilb's liability to Client for any matter relating to this Agreement or the Employee Benefit Services, whether in contract, tort, or otherwise, exceed the amounts paid to Hilb under this Agreement during the twelve (12) months immediately preceding the date of the incident giving rise to the liability. IN NO EVENT SHALL HILB BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, OR LOST DATA ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF HILB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. Indemnification. Client shall indemnify, defend, and hold harmless Hilb and its directors, shareholders, officers, employees, agents, officials and affiliates from and against any and all losses, liability, claims, causes of action, damages and expenses (including reasonable attorneys' fees and expenses in actions involving third parties) that they or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, arising from or relating to (i) any negligent acts, whether of omission or commission, that may be committed or suffered by Client or any of its agents or employees, (ii) a breach of any Client representation or warranty set forth in this Agreement, or (iii) inaccurate, incomplete, or untimely client data or information; provided, however, that such indemnification obligations shall not apply to losses, liability, claims, causes of action, damages and expenses (including reasonable attorneys' fees and expenses in actions involving third parties) arising directly from Hilb's gross negligence or willful misconduct. The provisions of this Section 8 and the obligations hereunder will survive any termination or expiration of this Agreement.

9. General Provisions. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties other than that of independent contractors. Except as specifically provided otherwise in this Agreement, neither of the parties shall be construed to be the agent, employee, partner, co-venturer or owner of the other. Failure to insist on strict performance of one or more provisions of this Agreement shall not constitute a waiver of such provision(s). Waiver of a provision of this Agreement on any one occasion shall not be deemed to be a waiver of any other provision of this Agreement or as a waiver of such provision on any subsequent occasion. This Agreement shall be interpreted and construed under the laws of the State of Delaware. Any and all notices required to be given to a party pursuant to the terms of this Agreement must be given personally or by either United States mail, postage prepaid, return receipt requested, or an overnight delivery service that obtains a receipt upon delivery, addressed as set forth on the signature page of this Agreement. This Agreement may only be amended by a written agreement signed by both parties. This Agreement may not be assigned by either party without the written consent of the other party, except that Hilb may assign this Agreement to an affiliate. This Agreement constitutes the entire understanding among the parties concerning the subject matter hereof. Any prior agreements, promises or negotiations are of no force and effect. This Agreement may be executed in any two or more counterparts which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Hilb Group, LLC

By: Susan H. Shillue

Title: Managing Director

Date: July 31, 2023

Town of Medfield

By: _____

Title: _____

Date: _____

HILB GROUP EMPLOYEE BENEFIT SERVICES AGREEMENT

ADDENDUM 1: EMPLOYEE BENEFIT SERVICES

- Provide a dedicated health plan management consultant to the Town.
- General consulting and advisory services related to the day-to-day finance and operation of the Town's group employee health insurance program through the Massachusetts Interlocal Insurance Association (MIIA).
- Provide ongoing collaboration with management, as well as day to day support and accountability.
- Assist the Town in renewal negotiations with MIIA.
- Review MIIA's quarterly loss ratio reports and annual renewal proposals.
- Act as an intermediary with MIIA to request, review and analyze potential benefit modifications in order to reduce premiums. Present analysis to Town management, and subsequently to employee groups.
- Assist the Town in negotiating benefit modifications through a Public Employee Committee, either through MGL Ch. 32B Section 19 or Sections 21-23.
- Upon request, provide a benefit and cost analysis of the Group Insurance Commission (GIC).
- Overall evaluation of health, dental and ancillary plans, upon request of the Town.
- Assess short and long-term goals in order to implement multi-year plan and benefit strategy for cost containment and management of insurance programs.
- Advise the Town of changes in state and federal laws which may impact the cost and/or administration of the Town's health benefits program. Provide interpretation regarding compliance with these statutes, including fees and required reporting mandated by the Affordable Care Act.

BALLOT DROP PROPOSAL

Sample Draft

/ EXCLUSIVELY FOR

Town of Medfield

/ PREPARED BY

Kaleb Chambers
KChambers@ppmi.com
American Security Cabinets

your
Summary

Quote #: QUO5015

Expires	Exp. Close	Project	Partner	Shipping Method
8/19/2023	7/20/2023			

Quantity	Item			Rate	Amount
1	BAL-710-SS-OHC-PCT-KB Ballot 710-SS Exterior W/ Plastic Collection Tote American Ballot Drop Model 710 Stainless Steel One-Hand-Chute with a Plastic Collection Tote.				
1	BAL-710-SS-OHC Kiosk Model 710 SS One-Hand-Chute Kiosk American Security Cabinets Model 710 Stainless Steel One-Hand-Chute.			$2,440.00	$2,440.00
1	ASC-M710-SC-PCT M710 Plastic Collection Tote Plastic Collection Tote for the Model 710 Kiosk			$55.00	$55.00
1	Freight W/Lift-Gate Freight with Lift-Gate Service Freight with Lift-Gate Service			$373.00	$373.00
					$2,868.00
1	BAL-S-710-CPG Ballot 710 Custom Printed Graphics Set of Custom Printed Matte Graphics for the BAL-710 Kiosk.			$249.00	$249.00
1	ASC-M710-LCT & FHC Model 710 Locking Canvas Tote and Folding Hand Cart American Security Cabinets Model 710 Locking Canvas Tote and Folding Hand Cart.				
1	ASC-M710-LCT Model 710 Locking Canvas Tote American Security Cabinets Model 710 Locking Canvas Tote			$275.00	$275.00
1	ASC-FHC Folding Hand Cart 150lb Capacity Folding Hand Cart Folded-15.5 x 2.5 x 30” Unfolded with Handle Extended-15.5 x 16.5 x 39.5”			$99.00	$99.00
					$374.00

Subtotal	$3,491.00
Shipping Cost	$0.00
Tax Total (%)	$0.00
Total	$3,491.00

Signature:

Date:

Return Policy

SnapSign Draft

additional
Products + Services

Ballot Drops

www.ballotdrops.com

Book Drops

www.bookdrops.com

Flag Drops

www.flagdrops.com

Payment Drops

www.paymentdrops.com

RX, Amnesty, & Sharps Drops

www.rxdrugdrops.com

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 APPLICATION

As of July 18, 2023

Applicants Name: Montrose School Email: Kschickel@montrose school-or

Street Address: 29 North St. Telephone: 508 359-2493 ext. 316

City/Town, State: Medfield MA

Event and Purpose:
Homecoming: Beer Garden for Parents

Location of Event: Montrose Field

Date and Hours of Event: 6-8pm Sept. 15, 2023

Type of License Requested: All Alcohol ____ Or Malt/Wine only ✓

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

8/15/23
Date filed

Licensing Authority Signature

Date approved

Conditions: _____

Parking
Bar Bar
(Grass)
Block Garden Tent
Sidewalk
Athletic Field
Parking
North St.
Roadway
Brock
Montrose School
Gym

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 APPLICATION

As of July 18, 2023

Applicants Name: Montrose School Email: kschickel@montroseschool.org

Street Address: 29 North St. Telephone: 508 359-2423 ext. 316

City/Town, State: Medfield MA 02052

Event and Purpose: Alumni Reunion

Location of Event: MJH Building / Montrose School

Date and Hours of Event: September 16 6-10 PM

Type of License Requested: All Alcohol ____ Or Malt/Wine only ✓

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 ___

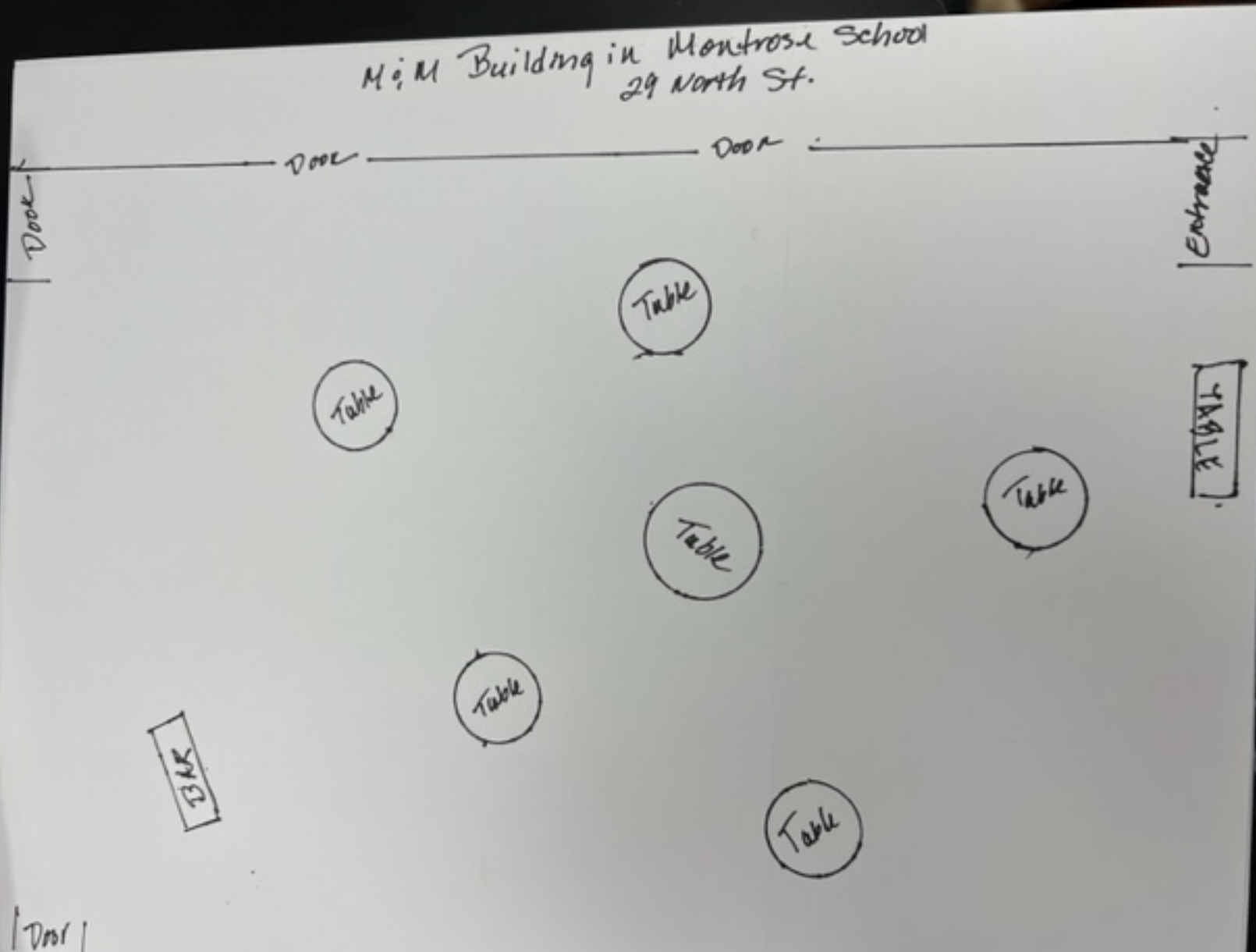
Signature of Applicant

8/15/23
Date filed

Licensing Authority Signature

Date approved

Conditions: _____


M & M Building in Montrose School
29 North St.
Door
Door
Door
Entrance
Table
Table
Table
Table
Table
Table
BAR
TABLE
Door

TIPS®

CERTIFIED

eTIPS On Premise 3.1

Issued: 9/5/2022

Expires: 9/5/2025

ID#: 5812867

Shannon M Donovan

[redacted]

For service visit us online at www.gettips.com

TiPS
CERTIFIED
eTIPS On Premise 3.1
Issued: 8/1/2022
Expires: 8/1/2025
ID#: 5781045
James Brienzi
[redacted]
For service visit us online at www.gettips.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House	
Russo Insurance Agency, Inc. 45 Milford Street P. O. Box 637 Medway MA 02053	PHONE (A/C, No, Ext): (508) 533-3000	FAX (A/C, No): (508) 533-5333
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Hartford Accident and Indemnity Co	22357
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Extra Hands for Your Events
6 Messenger St Unit 11
Plainville MA 02762

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			08SBMAL1TC3	04/02/2023	04/02/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECAL1X77	04/06/2023	04/06/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Liquor Liability			08SBMAL1TC3	04/02/2023	04/02/2024		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event on 9/16/23

CERTIFICATE HOLDER

Montrose School
Kathy Schickel
29 North St
Medfield MA 02052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House	
Russo Insurance Agency, Inc. 45 Milford Street P. O. Box 637 Medway MA 02053	PHONE (A/C, No, Ext): (508) 533-3000	FAX (A/C, No): (508) 533-5333
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Hartford Accident and Indemnity Co	22357
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Extra Hands for Your Events
6 Messenger St Unit 11
Plainville MA 02762

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			08SBMAL1TC3	04/02/2023	04/02/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECAL1X77	04/06/2023	04/06/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Liquor Liability			08SBMAL1TC3	04/02/2023	04/02/2024		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event on 9/15/23

CERTIFICATE HOLDER

Montrose School
Kathy Schickel
29 North St
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752856967
Mar. 31, 2016 LTR 4168C 0
04-2668765 000000 00
Input Op: 0752856967 00037078
BODC: TE

MONTROSE FOUNDATION INC
% JIM RINGER
29 NORTH ST
MEDFIELD MA 02052-2308

028661

Employer ID Number: 04-2668765
Form 990 required: Y

Dear MONTROSE FOUNDATION INC:

This is in response to your request dated Mar. 22, 2016, regarding your tax-exempt status.

We issued you a determination letter in AUGUST 1979, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

ROBERT E. BROWN II, CPA
CERTIFIED PUBLIC ACCOUNTANTS
25 CEMETERY STREET – P.O. BOX 230
Mendon, Massachusetts 01756

Phone: (508) 478-3941 **Fax: (508) 478-1779**

August 21, 2023

Kristine Trierweiler Town Administrator and the Select Board
Town of Medfield
459 Main Street
Medfield, Massachusetts 02052

We are pleased to confirm our understanding of the services we are to provide for the Town of Medfield, Massachusetts for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Town of Medfield, Massachusetts as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Medfield, Massachusetts's 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 Town of Medfield, Massachusetts's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Retirement System Schedule of the Town's Proportionate Share of Net Pension Liability
3) Retirement System Schedule of the Town's Contribution
4) Massachusetts Teachers Retirement System Schedule of the Special Funding Amounts of the Net Pension Liability
5) Other Post-Employment Benefits: Schedule of the Town's Net OPEB Liability and Related Ratios
6) Other Post-Employment Benefits: Schedule of Town Contributions
7) Other Post-Employment Benefits: Schedule of Investment Returns
8) Notes to the Required Supplementary Information Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Medfield, Massachusetts's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may be you for responding to this inquiry.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance 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 major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Medfield, Massachusetts's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Medfield, Massachusetts's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town of Medfield, Massachusetts's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town of Medfield, Massachusetts in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include 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 latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of the field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Medfield, Massachusetts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robert E. Brown II, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Homeland Security or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robert E. Brown II, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Homeland Security. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert E. Brown II, CPA is responsible for supervising the engagement and signing the reports.

Our fee for these services will be $44,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

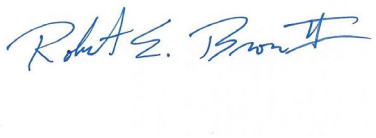
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Select Board of the Town of Medfield, Massachusetts. 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 opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Medfield, Massachusetts and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Town of Medfield, Massachusetts.

Management signature: _____

Title: _____

Date: _____

Select Board signature: _____

Title: _____

Date: _____

PRIDA, GUIDA & PEREZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
1106 N. FRANKLIN STREET
TAMPA, FLORIDA 33602
TELEPHONE: (813) 226-6091
FAX: (813) 229-7754

Report on the Firm's System of Quality Control

February 26, 2021

To the Owner of Robert E. Brown, II, CPA
And the Peer Review Committee of the
Massachusetts Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Robert E. Brown, II, CPA (the firm), in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards,* including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Robert E. Brown, II, CPA in effect for the year ended May 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail.* Robert E. Brown, II, CPA has received a peer review rating of *pass.*

Prida Guida & Perez, P.A.

Informational

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

Section 1 – Instructions for completing this questionnaire.

1. **The completed Questionnaire is due to the Warrant Committee at least 10 business days in advance of your scheduled hearing or meeting date. Email to: warrantcommittee@medfield.net**

2. Completing the questionnaire as requested is discretionary to the Warrant Committee (WC) and is discretionary on the part of the petitioner. There is nothing to compel a petitioner under MGL, the Bylaws or Charter for anything that is requested.
3. WC's request of the Article Sponsor to complete the questionnaire is supported by:

Town of Medfield Relevant Bylaws

SECTION 2-8 ***Warrant reports.***

A warrant report for the Annual Town Meeting shall be assembled and printed by the Board of Selectmen and placed in distribution to the households of the Town not less than one week prior to the Town Meeting. The warrant report shall contain for each Article an explanation of the Article by its petitioner, and a recommendation by the Warrant Committee. The recommendation of the Warrant Committee shall be based on financial and non-financial considerations.

*§ 30-1****Warrant Committee.***
[4-5-1981; amended ATM 4-30-1984; 4-28-2014 ATM by Art. 32]

A.
A Warrant Committee of nine members shall be appointed by the Moderator, three of which members shall be appointed each year for three-year terms. It shall recommend the annual Town budget for vote by the Town Meeting and fulfill all duties of a finance committee as required by the Massachusetts General Laws. It shall hold a public hearing not less than 30 days prior to the Annual Town Meeting to inform the residents of the Town of its proposed recommendations and to hear testimony and argument before publication of its final recommendations. This hearing shall be attended by all elected and appointed Town officers, unless they are deterred by illness or other reasonable cause.

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

4. The WC encourages article sponsors to provide complete and comprehensive answers to the questions. Your materials will be distributed to members well in advance of the WC meeting date. The more specific and relevant information provided on the motion and the action you seek from Town Meeting the more prepared the WC will be for the actual meeting with you.
    a. Incomplete questionnaires, questionnaires not submitted on time or submitted in the absence of a prepared motion by the petitioner, may cause your hearing to be rescheduled to a later date.
    b. This may mean that WC runs out of time to hear your article before the WC recommendation for the Warrant book closes for print and distribution and therefore will not be included in the printed Warrant book.
5. Whenever references are cited (relevant passages from the Medfield Charter or By-laws, Massachusetts General Law (M.G.L.), Code of Municipal Regulations or other legislation, survey results, maps, news articles, etc.), or documentation about what other communities have done (known or projected), include them in their entirety with this questionnaire as follows:
    a. For short citations you may include the content verbatim in the available response space. Please limit this to 500 words or less
    b. For longer citations or source documents please include them as attachments to the submission.
    c. Whenever possible consider using URL links to the original source document in the response or as part of a list of attributions and sources that you provide. WC members can link to your provided materials easily and we all save paper and minimize the possibility of misplaced file attachments, etc.
6. An article seeking a change to Zoning By-laws, Town Charter or By-Laws requires:
    a. Zoning articles must identify the location in Town where the zoning change is to be applicable.
    b. For WC and Town Meeting the Motion you submit for the meeting requires:
        i. A complete copy of the current Zoning By-Law, Charter, or Town By-Law language
        ii. A complete copy of the proposed final language in the finished form
        iii. A complete copy of a “red-lined” version of the language showing all changes, mark-ups, etc.
        iv. All the above must be provided electronically in advance of the meeting by the due date identified by the WC Chair.
    c. A Public Hearing with the Planning Board (for Zoning articles).
        i. It is expected that the Planning Board public hearing will take place before the WC meeting.
        ii. Sponsors should contact the Director of Land Use and Planning or the Planning Board Chair to schedule the required hearing.

7. The primary sponsor is expected to be the spokesperson/presenter at the WC meetings and at Town Meeting. If the sponsor is not prepared for that role, they should be ready to designate someone else and communicate that with the WC Chair in advance.
8. Sponsors should review the questions and the prompts in Section II (the next section) in order to prepare their written responses and to understand the information WC seeks for the meeting.
9. The actual question response template is in Section III.
    a. Be sure to complete the top section for article #, Title, Sponsor name and email contact information.
    b. Responses should be typed directly in the response field, below the question field.
    c. The response field will expand as you type.
    d. Please use 11- or 12-point type
    e. Use bold, italics and underlines to help focus the reader's attention on key content.
    f. Avoid unnecessary formatting and font use.
10. Once the Questionnaire is complete the sponsor can:
    a. Delete Sections I and II entirely and save on Section III. Or save the entire file and return to WC Chair
    b. **Save the file as a <u>Microsoft Word document</u> only without any passwords or restrictions**.

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

Section II – Questionnaire Guide and Additional Prompts

Question #	Question	Additional Prompts
1	Provide the article motion exactly as it is intended to be voted on by Town Meeting.	*If the motion is long (more than one page) or involves a Zoning By-Law, Medfield Home Rule Charter or Medfield By-Law change please use additional sheets for the motion and carefully follow the instructions on motions of these types.*
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the required Motion?	(Solving a problem through some action, providing new and currently unrealized benefits, extending some tangible existing value to a great level)
3	What does the Town gain from positive action by Town Meeting on the motion?	What are the benefits to the Town? Does the sponsor have any conflicts of interest with Town interests or benefits now or in the future? If so, please disclose them.
4	Describe with some specificity how the sponsor envisions how: ● the benefits will be realized. ● the problem will be solved. ● the community at large will gain value in the outcome through the accompanied motion.	Why does the sponsor believe the proposed solution is workable and effective? What is your understanding of who benefits and who pays? What do you perceive to be the pros and cons of the proposed motion, both long-term and short-term? Has the sponsor done any primary or secondary research on this topic that can be shared? Are there analogs or benchmarks that can be drawn from other communities or the private sector to support the desired outcome?

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

Question #	Question	Additional Prompts
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations?	What is your understanding of the cost implications, both operating and capital, both immediate and long-term to the town? Would this benefit cover gaps or overlap in any way with other Town projects or services?
6	Have you considered and assessed, qualified, and quantified the various impacts to the community such as: ● Town infrastructure (traffic, parking, etc.) ● Neighbors (noise, traffic, etc.). ● Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.).	How does the proposed action fit into the framework of other local efforts currently underway (i.e., Medfield Master Plan, Sustainability Initiatives, etc.)? Is state action pending?
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?	Can a Town Committee or Town Official handle the matter more effectively? Is a vote of Town Meeting as effective as citizens' letters, telephone calls, or petitions in the case of addressing local issues?
8	What steps and communication has the sponsor attempted to assure that: ● Interested parties were notified in a timely way and had a chance to participate in the process. ● Appropriate Town Boards & Committees were consulted. ● Required public hearings were held.	Have the Board of Selectmen, Town Administrator, School Committee and Superintendent, Planning Board or other Town Agency had an opportunity to address the issue before bringing it to Town Meeting? Please provide the details as to which Boards, Committees or Commissions have held hearings, on what dates, how much time was spent by each in the hearing/meeting period, what was the outcome (vote, deferred, continued, etc.)

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

Question #	Question	Additional Prompts
9	Why is it required for the Town of Medfield AND for the sponsor(s)?	Why now versus at some later date? Has the problem been carefully defined and analyzed? Have alternative solutions been considered? Is more study required?
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?	What are those issues and how do they affect the efficacy of the proposed article
11	What are other towns and communities in the MetroWest area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish?	
12	If this Warrant Article is not approved by the Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.	

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

Section III – Questions with Response Boxes – To Be Completed by Petition Sponsor

Article #	Date Form Completed:
Article Title:	
Sponsor Name:	Email:

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Warrant Committee.
Response	(Type response here)
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	(Type response here)
3	What does the Town gain from a positive action by Town Meeting on the motion?
Response	(Type response here)
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	(Type response here)
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	(Type response here)

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

6	Have you considered and assessed, qualified, and quantified the various impacts to the community such as: ● Town infrastructure (traffic, parking, etc.) ● Neighbors (noise, traffic, etc.). ● Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.).
Response	(Type response here)
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	(Type response here)
8	What steps and communication has the sponsor attempted to assure that: ● Interested parties were notified in a timely way and had a chance to participate in the process, that. ● Appropriate town Boards & Committees were consulted. ● Required public hearings were held.
Response	(Type response here)
9	Why is it required for the Town of Medfield AND for the sponsor(s)?
Response	(Type response here)

WARRANT ARTICLE QUESTIONNAIRE
CITIZENS PETITION ARTICLES

10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	(Type response here)
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	(Type response here)
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	(Type response here)

Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES
Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

TO: Municipal Officials in MBTA Communities

FROM: Secretary Edward M. Augustus, Jr.

DATE: August 17, 2023

RE: Revisions to Section 3A Compliance Guidelines

On August 10, 2022, EOHLC released Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act (the "Guidelines"). One revision was made in October 2022. This is a summary of the second change. In response to feedback from municipal leaders in several MBTA communities, EOHLC is revising the Guidelines to offer MBTA communities a path to receive some credit for mixed-use development zoning districts. The revision also specifies how Section 3A compliance may affect certain discretionary grant award decisions. These revisions:

1. Allow an MBTA community to "offset" the minimum multi-family unit capacity requirement in certain multi-family zoning district(s) by up to 25%, based on the unit capacity of a mixed-use zoning district that meets key requirements of Section 3A and the Guidelines, but for requiring a ground floor non-residential component. Such "offset" – only available where existing village-style or downtown development is essential to preserve pedestrian access to amenities – still requires a municipality to demonstrate the same total amount of unit capacity.

2. Protect the financial feasibility of achieving housing goals where mixed-use zoning requires ground-floor non-residential uses by (i) setting forth location criteria for mixed-use development districts and requiring that EOHLC has pre-approved the location before the MBTA community's vote on its zoning changes; (ii) capping the percentage floor area of each development that may be required to be non-residential (ground floor only); (iii) requiring a broad mix of non-residential uses allowed as of right; and (iv) prohibiting minimum parking requirements for non-residential uses.

3. Allow MBTA communities to locate more housing in walkable and transit-oriented neighborhoods without jeopardizing existing non-residential resources and amenities. Many MBTA communities expressed a desire to locate districts in village-style or downtown neighborhoods but feared that allowing multi-family housing as of right in those areas could risk a loss of existing businesses and buildings. Many residents expressed a desire to live in village-style, downtown, and transit-oriented neighborhoods.

4. Add a list of thirteen discretionary grants programs to Section 9 to alert MBTA communities of additional grant programs that will consider compliance with Section 3A in making grant awards.

These revisions to the Guidelines are intended to provide greater flexibility to MBTA communities to adopt new zoning districts in mixed-use neighborhoods, and to promote housing opportunities for residents in such neighborhoods. The revisions do not reduce the total unit capacity required by the Guidelines.

Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

Issue Date: August 10, 2022
Revised: October 21, 2022
Revised: August 17, 2023

Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act

1. Overview of Section 3A of the Zoning Act

Section 3A of the Zoning Act provides: *An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.*

The purpose of Section 3A is to encourage the production of multi-family housing by requiring MBTA communities to adopt zoning districts where multi-family housing is allowed as of right, and that meet other requirements set forth in the statute.

The ~~Department of Housing and Community Development~~Executive Office of Housing and Livable Communities (EOHLC), in consultation with Executive Office of Economic Development, the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, is required to promulgate guidelines to determine if an MBTA community is in compliance with Section 3A. ~~DHCD~~EOHLC promulgated preliminary guidance on January 29, 2021. ~~DHCD~~EOHLC updated that preliminary guidance on December 15, 2021, and on that same date issued draft guidelines for public comment. These final guidelines supersede all prior guidance and set forth how MBTA communities may achieve compliance with Section 3A.

2. Definitions

"Adjacent community" means an MBTA community that (i) has within its boundaries less than 100 acres of developable station area, and (ii) is not an adjacent small town.

"Adjacent small town" means an MBTA community that (i) has within its boundaries less than 100 acres of developable station area, and (ii) either has a population density of less than 500 persons per square mile, or a population of not more than 7,000 year-round residents as determined in the most recently published United States Decennial Census of Population and Housing.

"Affordable unit" means a multi-family housing unit that is subject to a restriction in its chain of title limiting the sale price or rent, or limiting occupancy to an individual or household of a specified income, or both. Affordable units may be, but are not required to be, eligible for inclusion on ~~DHCD~~EOHLC's Subsidized Housing Inventory. Nothing in these Guidelines changes the Subsidized Housing Inventory eligibility criteria, and no affordable unit shall be counted on the Subsidized Housing Inventory unless it satisfies the requirements for inclusion under 760 CMR 56.03(2) or any other regulation or guidance issued by ~~DHCD~~EOHLC.

"Age-restricted housing" means any housing unit encumbered by a title restriction requiring a minimum age for some or all occupants.

"As of right" means development that may proceed under a zoning ordinance or by-law without the need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning approval.

"Bus station" means a location with a passenger platform and other fixed infrastructure serving as a point of embarkation for the MBTA Silver Line. Upon the request of an MBTA community, ~~DHCD~~EOHLC, in consultation with the MBTA, may determine that other locations qualify as a bus station if (i) such location has a sheltered platform or other fixed infrastructure serving a point of embarkation for a high-capacity MBTA bus line, and (ii) the area around such fixed infrastructure is highly suitable for multi-family housing.

"Commuter rail community" means an MBTA community that (i) does not meet the criteria for a rapid transit community, and (ii) has within its borders at least 100 acres of developable station area associated with one or more commuter rail stations.

"Commuter rail station" means any MBTA commuter rail station with year-round, rather than intermittent, seasonal, or event-based, service, including stations under construction and scheduled to being service before the end of 2023, but not including existing stations at which service will be terminated, or reduced below regular year-round service, before the end of 2023.

"Compliance model" means the model created by ~~DHCD~~EOHLC to determine compliance with Section 3A's reasonable size, gross density, and location requirements. The compliance model is described in further detail in Appendix 2.

"Determination of compliance" means a determination made by ~~DHCD~~EOHLC as to whether an MBTA community has a multi-family zoning district that complies with the requirements of Section 3A. A determination of compliance may be determination of interim compliance or a determination of district compliance, as described in section 9.

"Developable land" means land on which multi-family housing can be permitted and constructed. For purposes of these guidelines, developable land consists of: (i) all privately-owned land except lots or portions of lots that meet the definition of excluded land, and (ii) developable public land.

"Developable public land" means any publicly-owned land that (i) is used by a local housing authority; (ii) has been identified as a site for housing development in a housing production plan

approved by ~~DHCD~~EOHLC; or (iii) has been designated by the public owner for disposition and redevelopment. Other publicly-owned land may qualify as developable public land if ~~DHCD~~EOHLC determines, at the request of an MBTA community and after consultation with the public owner, that such land is the location of obsolete structures or uses, or otherwise is suitable for conversion to multi-family housing, and will be converted to or made available for multi-family housing within a reasonable period of time.

"Developable station area" means developable land that is within 0.5 miles of a transit station.

"~~DHCD~~EOHLC" means the ~~Department~~ Executive Office ~~Executive Office~~ of Housing and ~~Community Development~~Livable Communities.

"~~EOHED~~EOED" means the Executive Office of ~~Housing and~~ Economic Development.

"Excluded land" means land areas on which it is not possible or practical to construct multi-family housing. For purposes of these guidelines, excluded land is defined by reference to the ownership, use codes, use restrictions, and hydrological characteristics in MassGIS and consists of the following:

(i) All publicly-owned land, except for lots or portions of lots determined to be developable public land.
(ii) All rivers, streams, lakes, ponds and other surface waterbodies.
(iii) All wetland resource areas, together with a buffer zone around wetlands and waterbodies equivalent to the minimum setback required by title 5 of the state environmental code.
(iv) Protected open space and recreational land that is legally protected in perpetuity (for example, land owned by a local land trust or subject to a conservation restriction), or that is likely to remain undeveloped due to functional or traditional use (for example, cemeteries).
(v) All public rights-of-way and private rights-of-way.
(vi) Privately-owned land on which development is prohibited to protect private or public water supplies, including, but not limited to, Zone I wellhead protection areas and Zone A surface water supply protection areas.
(vii) Privately-owned land used for educational or institutional uses such as a hospital, prison, electric, water, wastewater or other utility, museum, or private school, college or university.

"Ferry terminal" means the location where passengers embark and disembark from regular, year-round MBTA ferry service.

"Gross density" means a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial, and other nonresidential uses.

"Housing suitable for families" means housing comprised of residential dwelling units that are not age-restricted housing, and for which there are no zoning restriction on the number of bedrooms, the size of bedrooms, or the number of occupants.

"Listed funding sources" means (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEEE of chapter 29; and (iii) the MassWorks infrastructure program established in section 63 of chapter 23A.

"Lot" means an area of land with definite boundaries that is used or available for use as the site of a building or buildings.

"MassGIS data" means the comprehensive, statewide database of geospatial information and mapping functions maintained by the Commonwealth's Bureau of Geographic Information, within the Executive Office of Technology Services and Security, including the lot boundaries and use codes provided by municipalities.

"MBTA" means the Massachusetts Bay Transportation Authority.

"MBTA community" means a city or town that is: (i) one of the 51 cities and towns as defined in section 1 of chapter 161A; (ii) one of the 14 cities and towns as defined in said section 1 of said chapter 161A; (iii) other served communities as defined in said section 1 of said chapter 161A; or (iv) a municipality that has been added to the Massachusetts Bay Transportation Authority under section 6 of chapter 161A or in accordance with any special law relative to the area constituting the authority.

"Mixed-use development" means development containing a mix of residential uses and non-residential uses, including, without limitation, commercial, institutional, industrial or other uses.

"Mixed-use development zoning district" means a zoning district where multiple residential units are allowed as of right if, but only if, combined with non-residential uses, including, without limitation, commercial, institutional, industrial or other uses.

"Multi-family housing" means a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than 1 residential dwelling unit in each building.

"Multi-family unit capacity" means an estimate of the total number of multi-family housing units that can be developed as of right within a multi-family zoning district, made in accordance with the requirements of section 5.b below.

"Multi-family zoning district" means a zoning district, including a base district or an overlay district, in which multi-family housing is allowed as of right; provided that the district shall be in a fixed location or locations, and shown on a map that is part of the zoning ordinance or by-law.

"One Stop Application" means the single application portal for the Community One Stop for Growth through which (i) the Executive Office of Housing and Economic Development considers requests for funding from the MassWorks infrastructure program; (ii) ~~DHCD~~EOHLC considers requests for funding from the Housing Choice Initiative, (iii) ~~EOHED~~ EOED, ~~DHCD~~EOHLC and other state agencies consider requests for funding from other discretionary grant programs.

"Private rights-of-way" means land area within which private streets, roads and other ways have been laid out and maintained, to the extent such land areas can be reasonably identified by examination of available tax parcel data.

"Publicly-owned land" means (i) any land owned by the United States or a federal agency or authority; (ii) any land owned by the Commonwealth of Massachusetts or a state agency or authority; and (iii) any land owned by a municipality or municipal board or authority.

"Public rights-of-way" means land area within which public streets, roads and other ways have been laid out and maintained, to the extent such land areas can be reasonably identified by examination of available tax parcel data.

"Rapid transit community" means an MBTA community that has within its borders at least 100 acres of developable station area associated with one or more subway stations, or MBTA Silver Line bus rapid transit stations.

"Residential dwelling unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

"Section 3A" means section 3A of the Zoning Act.

"Sensitive land" means developable land that, due to its soils, slope, hydrology, or other physical characteristics, has significant conservation values that could be impaired, or vulnerabilities that could be exacerbated, by the development of multi-family housing. It also includes locations where multi-family housing would be at increased risk of damage caused by flooding. Sensitive land includes, but is not limited to, wetland buffer zones extending beyond the title 5 setback area; land subject to flooding that is not a wetland resource area; priority habitat for rare or threatened species; DEP-approved wellhead protection areas in which development may be restricted, but is not prohibited (Zone II and interim wellhead protection areas); and land areas with prime agricultural soils that are in active agricultural use.

"Site plan review" means a process established by local ordinance or by-law by which a local board reviews, and potentially imposes conditions on, the appearance and layout of a specific project prior to the issuance of a building permit.

"Subway station" means any of the stops along the MBTA Red Line, Green Line, Orange Line, or Blue Line, including any extensions to such lines now under construction and scheduled to begin service before the end of 2023.

"Transit station" means an MBTA subway station, commuter rail station, ferry terminal or bus station.

"Transit station area" means the land area within 0.5 miles of a transit station.

"Zoning Act" means chapter 40A of the Massachusetts General Laws.

3. General Principles of Compliance

These compliance guidelines describe how an MBTA community can comply with the requirements of Section 3A. The guidelines specifically address:

- What it means to allow multi-family housing "as of right."
- The metrics that determine if a multi-family zoning district is "of reasonable size."
- How to determine if a multi-family zoning district has a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code.
- The meaning of Section 3A's mandate that "such multi-family housing shall be without age restrictions and shall be suitable for families with children."
- The extent to which MBTA communities have flexibility to choose the location of a multi-family zoning district.

The following general principles have informed the more specific compliance criteria that follow:

- MBTA communities with subway stations, commuter rail stations and other transit stations benefit from having these assets located within their boundaries and should provide opportunity for multi-family housing development around these assets. MBTA communities with no transit stations within their boundaries benefit from proximity to transit stations in nearby communities.
- The multi-family zoning districts required by Section 3A should encourage the development of multi-family housing projects of a scale, density and aesthetic that are compatible with existing surrounding uses, and minimize impacts to sensitive land.
- "Reasonable size" is a relative rather than an absolute determination. Because of the diversity of MBTA communities, a multi-family zoning district that is "reasonable" in one city or town may not be reasonable in another city or town.
- When possible, multi-family zoning districts should be in areas that have safe, accessible, and convenient access to transit stations for pedestrians and bicyclists.

4. Allowing Multi-Family Housing "As of Right"

To comply with Section 3A, a multi-family zoning district must allow multi-family housing "as of right," meaning that the construction and occupancy of multi-family housing is allowed in that district without the need for a special permit, variance, zoning amendment, waiver, or other discretionary approval. ~~DHCD~~EOHLC will determine whether zoning provisions allow for multi-family housing as of right consistent with the following guidelines.

a. Site plan review

The Zoning Act does not establish nor recognize site plan review as an independent method of regulating land use. However, the Massachusetts courts have recognized site plan review as a permissible regulatory tool, including for uses that are permitted as of right. The court decisions establish that when site plan review is required for a use permitted as of right, site plan review involves the regulation of a use and not its outright prohibition. The scope of review is therefore limited to imposing reasonable terms and conditions on the proposed use, consistent with applicable case law.[1] These guidelines similarly recognize that site plan review may be required for multi-family housing projects that are allowed as of right, within the parameters established by the applicable case law. Site plan approval may regulate matters such as vehicular access and circulation on a site, architectural design of a building, and screening of adjacent properties. Site plan review should not unreasonably delay a project nor impose conditions that make it infeasible or impractical to proceed with a project that is allowed as of right and complies with applicable dimensional regulations.

b. Affordability requirements

Section 3A does not include any express requirement or authorization for an MBTA community to require affordable units in a multi-family housing project that is allowed as of right. It is a common practice in many cities and towns to require affordable units in a multi-family project that requires a special permit, or as a condition for building at greater densities than the zoning otherwise would allow. These inclusionary zoning requirements serve the policy goal of increasing affordable housing production. If affordability requirements are excessive, however, they can make it economically infeasible to construct new multi-family housing.

For purposes of making compliance determinations with Section 3A, ~~DHCD~~EOHLC will consider an affordability requirement to be consistent with as of right zoning as long as the zoning requires not more than 10 percent of the units in a project to be affordable units, and the cap on the income of families or individuals who are eligible to occupy the affordable units is not less than 80 percent of area median income. Notwithstanding the foregoing, ~~DHCD~~EOHLC may, in its discretion, approve a greater percentage of affordable units, or deeper affordability for some or all of the affordable units, in either of the following circumstances:

(i) The affordability requirements applicable in the multi-family zoning district are reviewed and approved by ~~DHCD~~EOHLC as part of a smart growth district under chapter 40R, or under another zoning incentive program administered by ~~DHCD~~EOHLC; or

(ii) The affordability requirements applicable in the multi-family zoning district are supported by an economic feasibility analysis, prepared for the municipality by a qualified and independent third party acceptable to ~~DHCD~~EOHLC, and using a methodology and format acceptable to ~~DHCD~~EOHLC. The analysis must demonstrate

[1] *See, e.g.*, *Y.D. Dugout, Inc. v. Board of Appeals of Canton,* 357 Mass. 25 (1970); *Prudential Insurance Co. of America v. Board of Appeals of Westwood*, 23 Mass. App. Ct. 278 (1986); *Osberg v. Planning Bd. of Sturbridge,* 44 Mass. App. Ct. 56, 59 (1997) (Planning Board "may impose reasonable terms and conditions on the proposed use, but it does not have discretionary power to deny the use").

that a reasonable variety of multi-family housing types can be feasibly developed at the proposed affordability levels, taking into account the densities allowed as of right in the district, the dimensional requirements applicable within the district, and the minimum number of parking spaces required.

In no case will ~~DHCD~~EOHLC approve alternative affordability requirements that require more than 20 percent of the units in a project to be affordable units, except in a smart growth zoning district under chapter 40R with a 25 percent affordability requirement approved and adopted prior to the issuance of these guidelines, including any such existing district that is expanded or amended to comply with these guidelines.

c. *Other requirements that do not apply uniformly in the multi-family zoning district*

Zoning will not be deemed compliant with Section 3A's requirement that multi-family housing be allowed as of right if the zoning imposes requirements on multi-family housing that are not generally applicable to other uses. The following are examples of requirements that would be deemed to be inconsistent with "as of right" use: (i) a requirement that multi-family housing meet higher energy efficiency standards than other uses; (ii) a requirement that a multi-family use achieve a third party certification that is not required for other uses in the district; and (iii) a requirement that multi-family use must be combined with commercial or other uses on the same lot or as part of a single project. Mixed use projects may be allowed as of right in a multi-family zoning district, as long as multi-family housing is separately allowed as of right.

5. Determining "Reasonable Size"

In making determinations of "reasonable size," ~~DHCD~~EOHLC will take into consideration both the land area of the multi-family zoning district, and the multi-family zoning district's multi-family unit capacity.

a. *Minimum land area*

A zoning district is a specifically delineated land area with uniform regulations and requirements governing the use of land and the placement, spacing, and size of buildings. For purposes of compliance with Section 3A, a multi-family zoning district should be a neighborhood-scale district, not a single development site on which the municipality is willing to permit a particular multi-family project. ~~DHCD~~EOHLC will certify compliance with Section 3A only if an MBTA community's multi-family zoning district meets the minimum land area applicable to that MBTA community, if any, as set forth in Appendix 1. The minimum land area for each MBTA community has been determined as follows:

(i) In rapid transit communities, commuter rail communities, and adjacent communities, the minimum land area of the multi-family zoning district is 50 acres, or 1.5% of the developable land in an MBTA community, whichever is *less.* In certain cases, noted in Appendix 1, a smaller minimum land area applies.

(ii) In adjacent small towns, there is no minimum land area. In these communities, the multi-family zoning district may comprise as many or as few acres as the community

determines is appropriate, as long as the district meets the applicable minimum multi-family unit capacity and the minimum gross density requirements.

In all cases, at least half of the multi-family zoning district land areas must comprise contiguous lots of land. No portion of the district that is less than 5 contiguous acres land will count toward the minimum size requirement. If the multi-family unit capacity and gross density requirements can be achieved in a district of fewer than 5 acres, then the district must consist entirely of contiguous lots.

b. *Minimum multi-family unit capacity*

A reasonably sized multi-family zoning district must also be able to accommodate a reasonable number of multi-family housing units as of right. For purposes of determinations of compliance with Section 3A, ~~DHCD~~EOHLC will consider a reasonable multi-family unit capacity for each MBTA community to be a specified percentage of the total number of housing units within the community, with the applicable percentage based on the type of transit service in the community, as shown on Table 1:

Table 1.

Category	**Percentage of total housing units**
Rapid transit community	25%
Commuter rail community	15%
Adjacent community	10%
Adjacent small town	5%

To be deemed in compliance with Section 3A, each MBTA community must have a multi-family zoning district with a multi-family unit capacity equal to or greater than the minimum unit capacity shown for it in Appendix 1. The minimum multi-family unit capacity for each MBTA community has been determined as follows:

(i) First, by multiplying the number of housing units in that community by 0.25, 0.15, 0.10, or .05 depending on the MBTA community category. For example, a rapid transit community with 7,500 housing units is required to have a multi-family zoning district with a multi-family unit capacity of 7,500 x 0.25 = 1,875 multi-family units. For purposes of these guidelines, the number of total housing units in each MBTA community has been established by reference to the most recently published United States Decennial Census of Population and Housing.

(ii) Second, when there is a minimum land area applicable to an MBTA community, by multiplying that minimum land area (up to 50 acres) by Section 3A's minimum gross density requirement of 15 units per acre. The product of that multiplication creates a floor on multi-family unit capacity. For example, an MBTA community with a minimum land area of 40 acres must have a district with a multi-family unit capacity of at least 600 (40 x 15) units.

(iii) The minimum unit capacity applicable to each MBTA community is *the greater of* the numbers resulting from steps (i) and (ii) above, but subject to the following limitation: In no case does the minimum multi-family unit capacity exceed 25% of the total housing

units in that MBTA community.

Example: The minimum multi-family unit capacity for an adjacent community with 1,000 housing units and a minimum land area of 50 acres is determined as follows:(i) first, by multiplying 1,000 x .1 = 100 units; (ii) second, by multiplying 50 x 15 = 750 units;(iii) by taking the larger number, but adjusting that number down, if necessary, so that unit capacity is no more than 25% of 1,000 = 250 units. In this case, the adjustment in step (iii) results in a minimum unit capacity of 250 units.

c. Reasonable Size – Consideration Given to Unit Capacity in Mixed-Use Development Districts

In making determinations of whether an MBTA Community has a multi-family zoning district of "reasonable size" under this section, EOHLC shall also take into consideration the existence and impact of mixed-use development zoning districts, subject to the requirements below.

EOHLC shall take these mixed-use development districts into consideration as reducing the unit capacity needed for a multi-family zoning district to be "reasonable" (as listed in Appendix I) where:

(i) the mixed-use development zoning district is in an eligible location where existing village-style or downtown development is essential to preserve pedestrian access to amenities;

(ii) there are no age restrictions or limits on unit size, number of bedrooms, bedroom size or number of occupants and the residential units permitted are suitable for families with children;

(iii) mixed-used development in the district is allowed "as of right" as that phrase has been interpreted by EOHLC (for example, in section 4(c) with respect to affordability requirements);

(iv) the requirement for non-residential uses is limited to the ground floor of buildings, and in no case represents a requirement that more than thirty-three percent of the floor area of a building, lot, or project must be for non-residential uses;

(v) the requirement for non-residential uses does not preclude a minimum of three residential dwelling units per lot;

(vi) the requirement for non-residential uses allows a broad mix of non-residential uses as-of-right in keeping with the nature of the area; and

(vii) there are no minimum parking requirements associated with the non-residential uses allowed as of right.

An MBTA community asking to reduce the unit capacity requirement for its multi-family zoning district(s) based on the unit capacity for one or more mixed-use development districts shall submit to EOHLC, on a form to be provided by EOHLC, a request for a determination that the mixed-use development district is in an eligible location meeting the requirements of subparagraph (i). This request must be submitted at least 90 days prior to the vote of the MBTA community's legislative body.

An MBTA community also may submit a broader inquiry as to Section 3A compliance in accordance with section 9(b). EOHLC shall respond prior to the vote of the MBTA community's legislative body if the request is timely submitted.

In any community with both a multi-family zoning district and a mixed-use development district that meets these considerations, the unit capacity requirement for the multi-family zoning district listed in Appendix I shall be reduced by the lesser of

(i) the unit capacity of residential dwelling units in the mixed-use development district or subdistrict (as calculated by EOHLC using a methodology similar to that in section 5(d) which takes into account the impact of non-residential uses), or

(ii) twenty five percent of the unit capacity requirement listed in Appendix I. This consideration shall not affect the minimum land area acreage or contiguity requirements for a multi-family zoning district otherwise required by these Guidelines.

~~c~~d. *Methodology for determining a multi-family zoning district's multi-family unit capacity*

MBTA communities seeking a determination of compliance must use the ~~DHCD~~EOHLC compliance model to provide an estimate of the number of multi-family housing units that can be developed as of right within the multi-family zoning district. The multi-family unit capacity of an existing or proposed district shall be calculated using the unit capacity -worksheet described in Appendix 2. This worksheet produces an estimate of a district's multi-family unit capacity using inputs such as the amount of developable land in the district, the dimensional requirements applicable to lots and buildings (including, for example, height limitations, lot coverage limitations, and maximum floor area ratio), and the parking space requirements applicable to multi-family uses.

Minimum unit capacity is a measure of whether a multi-family zoning district is of a reasonable size, not a requirement to produce housing units. Nothing in Section 3A or these guidelines should be interpreted as a mandate to construct a specified number of housing units, nor as a housing production target. Demonstrating compliance with the minimum multi-family unit capacity requires only that an MBTA community show that the zoning allows multi-family housing as of right and that a sufficient number of multi-family housing units could be added to or replace existing uses and structures over time—even though such additions or replacements may be unlikely to occur soon.

If an MBTA community has two or more zoning districts in which multi-family housing is allowed as of right, then two or more districts may be considered cumulatively to meet the minimum land area and minimum multi-family unit capacity requirements, as long as each district independently complies with Section 3A's other requirements.

~~d~~e. *Water and wastewater infrastructure within the multi-family zoning district*

MBTA communities are encouraged to consider the availability of water and wastewater infrastructure when selecting the location of a new multi-family zoning district. But compliance with Section 3A does not require a municipality to install new water or wastewater infrastructure, or add to the capacity of existing infrastructure, to accommodate future multi-family housing production within

the multi-family zoning district. In most cases, multi-family housing can be created using private septic and wastewater treatment systems that meet state environmental standards. Where public systems currently exist, but capacity is limited, private developers may be able to support the cost of necessary water and sewer extensions. While the zoning must allow for gross average density of at least 15 units per acre, there may be other legal or practical limitations, including lack of infrastructure or infrastructure capacity, that result in actual housing production at lower density than the zoning allows.

The multi-family unit capacity analysis does not need to take into consideration limitations on development resulting from existing water or wastewater infrastructure within the multi-family zoning district, or, in areas not served by public sewer, any applicable limitations under title 5 of the state environmental code. For purposes of the unit capacity analysis, it is assumed that housing developers will design projects that work within existing water and wastewater constraints, and that developers, the municipality, or the Commonwealth will provide funding for infrastructure upgrades as needed for individual projects.

6. Minimum Gross Density

Section 3A expressly requires that a multi-family zoning district—not just the individual lots of land within the district—must have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A. The Zoning Act defines "gross density" as "a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses."

a. *District-wide gross density*

To meet the district-wide gross density requirement, the dimensional restrictions and parking requirements for the multi-family zoning district must allow for a gross density of 15 units per acre of land within the district. By way of example, to meet that requirement for a 40-acre multi-family zoning district, the zoning must allow for at least 15 multi-family units per acre, or a total of at least 600 multi-family units.

For purposes of determining compliance with Section 3A's gross density requirement, the ~~DHCD~~EOHLC compliance model will not count in the denominator any excluded land located within the multi-family zoning district, except public rights-of-way, private rights-of-way, and publicly-owned land used for recreational, civic, commercial, and other nonresidential uses. This method of calculating minimum gross density respects the Zoning Act's definition of gross density—"a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses"—while making it unnecessary to draw patchwork multi-family zoning districts that carve out wetlands and other types of excluded land that are not developed or developable.

b. *Achieving district-wide gross density by sub-districts*

Zoning ordinances and by-laws typically limit the unit density on individual lots. To comply with Section 3A's gross density requirement, an MBTA community may establish reasonable sub-

districts within a multi-family zoning district, with different density limits for each sub-district, provided that the gross density for the district as a whole meets the statutory requirement of not less than 15 multi-family units per acre. ~~DHCD~~EOHLC will review sub-districts to ensure that the density allowed as of right in each sub-district is reasonable and not intended to frustrate the purpose of Section 3A by allowing projects of a such high density that they are not likely to be constructed.

c. *Wetland and septic considerations relating to density*

Section 3A provides that a district of reasonable size shall have a minimum gross density of 15 units per acre, "subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A." This directive means that even though the zoning district must permit 15 units per acre as of right, any multi-family housing produced within the district is subject to, and must comply with, the state wetlands protection act and title 5 of the state environmental code—even if such compliance means a proposed project will be less dense than 15 units per acre.

7. Determining Suitability for Families with Children

Section 3A states that a compliant multi-family zoning district must allow multi-family housing as of right, and that "such multi-family housing shall be without age restrictions and shall be suitable for families with children." ~~DHCD~~EOHLC will deem a multi-family zoning district to comply with these requirements as long as the zoning does not require multi-family uses to include units with age restrictions, and does not limit or restrict the size of the units, cap the number of bedrooms, the size of bedrooms, or the number of occupants, or impose a minimum age of occupants. Limits, if any, on the size of units or number of bedrooms established by state law or regulation are not relevant to Section 3A or to determinations of compliance made pursuant to these guidelines.

8. Location of Districts

a. General rule for determining the applicability of Section 3A's location requirement

Section 3A states that a compliant multi-family zoning district shall "be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable." When an MBTA community has only a small amount of transit station area within its boundaries, it may not be possible or practical to locate all of the multi-family zoning district within 0.5 miles of a transit station. Transit station area may not be a practical location for a multi-family zoning district if it does not include developable land where multi-family housing can actually be constructed. Therefore, for purposes of determining compliance with Section 3A, ~~DHCD~~EOHLC will consider the statute's location requirement to be "applicable" to a particular MBTA community only if that community has within its borders at least 100 acres of developable station area. ~~DHCD~~EOHLC will require more or less of the multi-family zoning district to be located within transit station areas depending on how much total developable station area is in that community, as shown on Table 2:

Table 2.

Total developable station area within the MBTA community (acres)	**Portion of the multi-family zoning district that must be within a transit station area**
0-100	0%
101-250	20%
251-400	40%
401-600	50%
601-800	75%
801+	90%

The percentages specified in this table apply to both the minimum land area and the minimum multi-family unit capacity. For example, in an MBTA community that has a total of 500 acres of transit station area within its boundaries, a multi-family zoning district will comply with Section 3A's location requirement if at least 50 percent of the district's minimum land area is located within the transit station area, *and* at least 50 percent of the district's minimum multi-family unit capacity is located within the transit station area.

A community with transit station areas associated with more than one transit station may locate the multi-family zoning district in any of the transit station areas. For example, a rapid transit community with transit station area around a subway station in one part of town, and transit station area around a commuter rail station in another part of town, may locate its multi-family zoning district in either or both transit station areas.

b. MBTA communities with limited or no transit station area

When an MBTA community has less than 100 acres of developable station area within its boundaries, the MBTA community may locate the multi-family zoning district anywhere within its boundaries. To encourage transit-oriented multi-family housing consistent with the general intent of Section 3A, MBTA communities are encouraged to consider locating the multi-family zoning district in an area with reasonable access to a transit station based on existing street patterns, pedestrian connections, and bicycle lanes, or in an area that qualifies as an "eligible location" as defined in Chapter 40A—for example, near an existing downtown or village center, near a regional transit authority bus stop or line, or in a location with existing under-utilized facilities that can be redeveloped into new multi-family housing.

c. General guidance on district location applicable to all MBTA communities

When choosing the location of a new multi-family zoning district, every MBTA community should consider how much of a proposed district is sensitive land on which permitting requirements and other considerations could make it challenging or inadvisable to construct multi-family housing. For example, an MBTA community may want to avoid including in a multi-family zoning district areas that are subject to flooding, or are known habitat for rare or threatened species, or have prime agricultural soils in active agricultural use.

9. Determinations of Compliance

Section 3A provides that any MBTA community that fails to comply with Section 3A's requirements will be ineligible for funding from any of the listed funding sources. ~~DHCD~~EOHLC will make determinations of compliance with Section 3A in accordance with these guidelines to inform state agency decisions on which MBTA communities are eligible to receive funding from the listed funding sources. ~~Determinations of compliance also may inform funding decisions by EOHED, DHCD, the MBTA and other state agencies which consider local housing policies when evaluating applications for discretionary grant programs, or making other discretionary funding decisions.~~ The following discretionary grant programs will take compliance with Section 3A into consideration when making grant award recommendations:

i. Community Planning Grants, EOHLC,
ii. Massachusetts Downtown Initiative, EOED,
iii. Urban Agenda, EOED,
iv. Rural and Small Town Development Fund, EOED,
v. Brownfields Redevelopment Fund, MassDevelopment,
vi. Site Readiness Program, MassDevelopment,
vii. Underutilized Properties Program, MassDevelopment,
viii. Collaborative Workspace Program, MassDevelopment,
ix. Real Estate Services Technical Assistance, MassDevelopment,
x. Commonwealth Places Programs, MassDevelopment,
xi. Land Use Planning Grants, EOEEA,
xii. Local Acquisitions for Natural Diversity (LAND) Grants, EOEEA, and
xiii. Municipal Vulnerability Preparedness (MVP) Planning and Project Grants, EOEEA

Determinations of compliance also may inform other funding decisions by EOED, EOHLC, the MBTA and other state agencies which consider local housing policies when evaluating applications for discretionary grant programs or making other discretionary funding decisions.

~~DHCD~~EOHLC interprets Section 3A as allowing every MBTA community a reasonable opportunity to enact zoning amendments as needed to come into compliance. Accordingly, ~~DHCD~~EOHLC will recognize both *interim* compliance, which means an MBTA community is taking active steps to enact a multi-family zoning district that complies with Section 3A, and *district* compliance, which is achieved when ~~DHCD~~EOHLC determines that an MBTA community has a multi-family zoning district that complies with Section 3A. The requirements for interim and district compliance are described in more detail below.

Table 3.

Transit Category (# of municipalities)	Deadline to Submit Action Plan	Deadline to Submit District Compliance Application
Rapid transit community (12)	January 31, 2023	December 31, 2023
Commuter rail community (71)	January 31, 2023	December 31, 2024

Transit Category (# of municipalities)	Deadline to Submit Action Plan	Deadline to Submit District Compliance Application
Adjacent community (58)	January 31, 2023	December 31, 2024
Adjacent small town (34)	January 31, 2023	December 31, 2025

a. Process to achieve interim compliance

Many MBTA communities do not currently have a multi-family zoning district of reasonable size that complies with the requirements of Section 3A. Prior to achieving district compliance (but no later than the deadlines set forth in Table 3), these MBTA communities can achieve interim compliance by taking the following affirmative steps towards the creation of a compliant multi-family zoning district.

i. *Creation and submission of an action plan.* An MBTA community seeking to achieve interim compliance must first submit an action plan on a form to be provided by ~~DHCD~~EOHLC. An MBTA community action plan must provide information about current zoning, past planning for multi-family housing, if any, and potential locations for a multi-family zoning district. The action plan also will require the MBTA community to establish a timeline for various actions needed to create a compliant multi-family zoning district.

ii. *~~DHCD~~EOHLC approval of an action plan*. ~~DHCD~~EOHLC will review each submitted action plan for consistency with these guidelines, including but not limited to the timelines in Table 3. If ~~DHCD~~EOHLC determines that the MBTA community's action plan is reasonable and will lead to district compliance in a timely manner, ~~DHCD~~EOHLC will issue a determination of interim compliance. ~~DHCD~~EOHLC may require modifications to a proposed action plan prior to approval.

iii. *Implementation of the action plan*. After ~~DHCD~~EOHLC approves an action plan and issues a determination of interim compliance, an MBTA community must diligently implement the action plan. ~~DHCD~~EOHLC may revoke a determination of interim compliance if an MBTA community has not made sufficient progress in implementing an approved action plan. ~~DHCD~~EOHLC and ~~EOHED~~ EOED will review an MBTA community's progress in implementing its action plan prior to making an award of funds under the Housing Choice Initiative and Massworks infrastructure program.

iv. *Deadlines for submitting action plans*. To achieve interim compliance for grants made through the 2023 One Stop Application, action plans must be submitted by no later than January 31, 2023. An MBTA community that does not submit an action plan by that date may not receive a ~~DHCD~~EOHLC determination of interim compliance in time to receive an award of funds from the listed funding sources in 2023. An MBTA community that does not achieve interim compliance in time for the 2023 One Stop Application may submit an action plan to become eligible for a subsequent round of the One Stop Application, provided that an action plan must be submitted by no later than January 31 of the year in which the MBTA community seeks to establish grant eligibility; and

provided further that no action plan may be submitted or approved after the applicable district compliance application deadline set forth in Table 3.

b. *Assistance for communities implementing an action plan.*

MBTA communities are encouraged to communicate as needed with ~~DHCD~~EOHLC staff throughout the process of implementing an action plan, and may ~~. DHCDEOHLC will endeavor to respond to inquiries~~ inquire about whether a proposed multi-family zoning district complies with Section 3A prior to a vote by the municipal legislative body to create or modify such a district. Such requests shall be made on a form to be provided by ~~DHCD~~EOHLC. If a request is ~~and should shallbe~~ submitted at least 90 days prior to the vote of the legislative body, EOHLC shall respond prior to the vote.

c. Requests for determination of district compliance

When an MBTA community believes it has a multi-family zoning district that complies with Section 3A, it may request a determination of district compliance from ~~DHCD~~EOHLC. Such a request may be made for a multi-family zoning district that was in existence on the date that Section 3A became law, or for a multi-family zoning district that was created or amended after the enactment of Section 3A. In either case, such request shall be made on an application form required by ~~DHCD~~EOHLC and shall include, at a minimum, the following information. Municipalities will need to submit:

(i) A certified copy of the municipal zoning ordinance or by-law and zoning map, including all provisions that relate to uses and structures in the multi-family zoning district.
(ii) An estimate of multi-family unit capacity using the compliance model.
(iii) GIS shapefile for the multi-family zoning district.
(iv) In the case of a by-law enacted by a town, evidence that the clerk has submitted a copy of the adopted multi-family zoning district to the office of the Attorney General for approval as required by state law, or evidence of the Attorney General's approval.

After receipt of a request for determination of district compliance, ~~DHCD~~EOHLC will notify the requesting MBTA community within 30 days if additional information is required to process the request. Upon reviewing a complete application, ~~DHCD~~EOHLC will provide the MBTA community a written determination either stating that the existing multi-family zoning district complies with Section 3A, or identifying the reasons why the multi-family zoning district fails to comply with Section 3A and the steps that must be taken to achieve compliance. An MBTA community that has achieved interim compliance prior to requesting a determination of district compliance shall remain in interim compliance for the period during which a request for determination of district compliance, with all required information, is pending at ~~DHCD~~EOHLC.

10. Ongoing Obligations; Rescission of a Determination of Compliance

After receiving a determination of compliance, an MBTA community must notify ~~DHCD~~EOHLC in writing of any zoning amendment or proposed zoning amendment that affects the compliant multi-family zoning district, or any other by-law, ordinance, rule or regulation that limits the development of multi-family housing in the multi-family zoning district. ~~DHCD~~EOHLC may rescind a

determination of district compliance, or require changes to a multi-family zoning district to remain in compliance, if ~~DHCD~~EOHLC determines that:

(i) The MBTA community submitted inaccurate information in its application for a determination of compliance;
(ii) The MBTA community failed to notify ~~DHCD~~EOHLC of a zoning amendment that affects the multi-family zoning district;
(iii) The MBTA community enacts or amends any by-law or ordinance, or other rule or regulation, that materially alters the minimum land area and/or the multi-family unit capacity in the multi-family zoning district;
(iv) A board, authority or official in the MBTA community does not issue permits, or otherwise acts or fails to act, to allow construction of a multi-family housing project that is allowed as of right in the multi-family zoning district (or any mixed-use zoning development district taken into account in determining the required multi-family unit capacity in the multi-family zoning district);
(v) The MBTA community takes other action that causes the multi-family zoning district to no longer comply with Section 3A; or
(vi) An MBTA community with an approved multi-family zoning district has changed transit category as a result of a newly opened or decommissioned transit station, or the establishment of permanent, regular service at a transit station where there was formerly intermittent or event-based service.

11. Changes to MBTA Service

Section 3A applies to the ~~175~~ 177 MBTA communities identified in section 1A of the Zoning Act and section 1 of chapter 161A of the General Laws. When MBTA service changes, the list of MBTA communities and/or the transit category assignments of those MBTA communities in Appendix 1 may change as well.

The transit category assignments identified in Appendix 1 of these guidelines reflect certain MBTA service changes that will result from new infrastructure now under construction in connection with the South Coast Rail and Green Line Extension projects. These service changes include the opening of new Green Line stations and commuter rail stations, as well as the elimination of regular commuter rail service at the Lakeville station. These changes are scheduled to take effect in all cases a year or more before any municipal district compliance deadline. Affected MBTA communities are noted in Appendix 1.

Municipalities that are not now identified as MBTA communities and may be identified as such in the future are not addressed in these guidelines or included in Appendix 1. New MBTA communities will be addressed with revisions to Appendix 1, and separate compliance timelines, in the future.

Future changes to Silver Line routes or stations may change district location requirements when expanded high-capacity service combined with new facilities creates a bus station where there was not one before. Changes to other bus routes, including the addition or elimination of bus stops or reductions or expansions of bus service levels, do not affect the transit categories assigned to MBTA communities and will not affect location requirements for multi-family zoning districts. Any future changes to

MBTA transit service, transit routes and transit service levels are determined by the MBTA Board of Directors consistent with the MBTA's Service Delivery Policy.

List of Appendices:

Appendix 1: MBTA Community Categories and Requirements
Appendix 2: Compliance Methodology/Model