Select Board Meeting
Meeting Packet
April 29, 2025

15677.00-COV.DWG Plotted on 28-Mar-2025 5:54 PM

PLAN AND PROFILE OF

OFF-SITE INTERSECTIONS

HOSPITAL ROAD, HARDING STREET, WEST STREET, NORTH STREET

IN THE TOWN OF

MEDFIELD

NORFOLK COUNTY

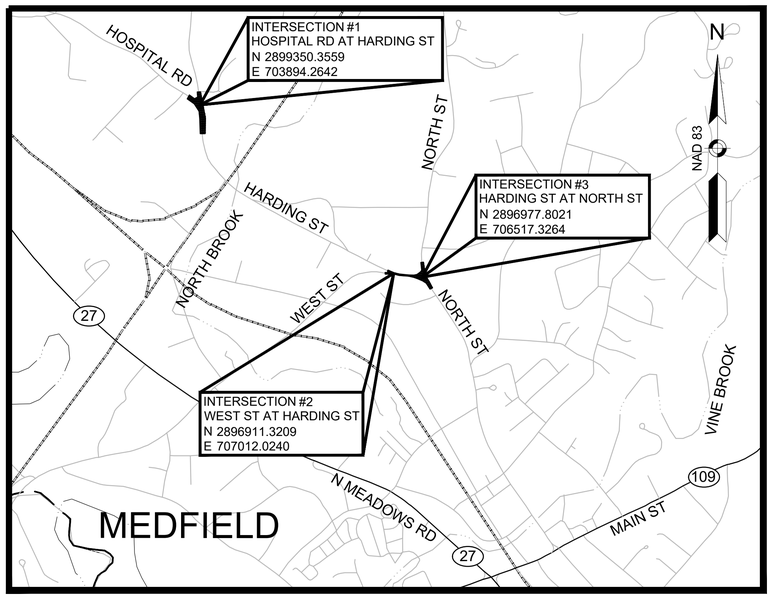
THESE PLANS ARE SUPPLEMENTED BY THE 2025 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2	LEGEND & ABBREVIATIONS
3	KEY PLAN
4 - 6	TYPICAL SECTIONS
7 - 9	CONSTRUCTION PLANS
10 - 12	PROFILES
13 - 15	CURB TIE & GRADING PLANS
16 - 18	TRAFFIC SIGN & PAVEMENT MARKINGS
19	TRAFFIC SIGN SUMMARY SHEET
20 - 21	CONSTRUCTION DETAILS

NOTE: TTCP PLANS / DETAILS TO BE ADDED AT NEXT SUBMITTAL.

50% SUBMITTAL



DESIGN DESIGNATION (HOSPITAL ROAD)	
DESIGN SPEED	**30 MPH**
FUNCTIONAL CLASSIFICATION	RURAL MAJOR COLLECTOR

DESIGN DESIGNATION (HARDING STREET)	
DESIGN SPEED	**40 MPH**
FUNCTIONAL CLASSIFICATION	RURAL MAJOR COLLECTOR

DESIGN DESIGNATION (WEST STREET)	
DESIGN SPEED	**30 MPH**
FUNCTIONAL CLASSIFICATION	RURAL MAJOR COLLECTOR

DESIGN DESIGNATION (NORTH STREET)	
DESIGN SPEED	**30 MPH**
FUNCTIONAL CLASSIFICATION	RURAL MAJOR COLLECTOR

NOT FOR CONSTRUCTION

0 1000 2000 3000 4000

SCALE: 1" = 1000'

LENGTH OF PROJECT = 1,500 FEET = 0.284 MILES

Vanasse Hangen Brustlin, Inc.
260 Arsenal PL #2
PO Box 9151
Watertown, MA 02471
617.924.1770

DESIGNED BY	DATE	
NH	MARCH 2025	
DRAWN BY	SCALE	
SL	1" = 20'	
CHECKED BY	SHEET OF	JOB NO.
JT	1 OF 21	15677.00

GENERAL SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
JB	JB	JERSEY BARRIER
CB	CB	CATCH BASIN
		CATCH BASIN CURB INLET
FP	FP	FLAG POLE
GP	GP	GAS PUMP
MB	MB	MAIL BOX
		POST SQUARE
		POST CIRCULAR
WELL	WELL	WELL
EHH	EHH	ELECTRIC HANDHOLE
		FENCE GATE POST
GG	GG	GAS GATE
BHL #	BHL #	BORING HOLE
MW #	MW #	MONITORING WELL
TP #	TP #	TEST PIT
HYD		HYDRANT
		LIGHT POLE
CO.BD.		COUNTY BOUND
		GPS POINT
		CABLE MANHOLE
		DRAINAGE MANHOLE
		ELECTRIC MANHOLE
		GAS MANHOLE
		MISC MANHOLE
		SEWER MANHOLE
		TELEPHONE MANHOLE
		WATER MANHOLE
MHB	MHB	MASSACHUSETTS HIGHWAY BOUND
MON		MONUMENT
SB		STONE BOUND
TB		TOWN OR CITY BOUND
		TRAVERSE OR TRIANGULATION STATION
GUY	GUY	GUY POLE
		GUY WIRE AND ANCHOR
UPL	UPL	UTILITY POLE
		BUSH
SIZE & TYPE		TREE
		STUMP
		SWAMP / MARSH
WV	WV	WATER VALVE
PM	PM	PARKING METER
OHW		OVERHEAD CABLE/WIRE
BC		BITUMINOUS CURB
SGE		SLOPED GRANITE EDGEING
VGC		VERTICAL GRANITE CURB
4		CONTOURS (ON-THE-GROUND SURVEY DATA)
20		
100 99		CONTOURS (PHOTOGRAMMETRIC DATA)
12"D		UNDERGROUND DRAIN PIPE (DOUBLE LINE 24 INCH AND OVER)
E		UNDERGROUND ELECTRIC DUCT (DOUBLE LINE 24 INCH AND OVER)
3"G		UNDERGROUND GAS MAIN (DOUBLE LINE 24 INCH AND OVER)
12"S		UNDERGROUND SEWER MAIN (DOUBLE LINE 24 INCH AND OVER)
T		UNDERGROUND TELEPHONE DUCT (DOUBLE LINE 24 INCH AND OVER)
6"W		UNDERGROUND WATER MAIN (DOUBLE LINE 24 INCH AND OVER)
		STONE WALL
		RETAINING WALL
		STEEL GUARDRAIL
		WOOD GUARDRAIL
	x	CHAIN LINK OR METAL FENCE
		WOOD FENCE
		TREE PROTECTION FENCE
		EROSION CONTROL BARRIER
		TREE LINE
		SAWCUT LINE
		TOP OR BOTTOM OF SLOPE
EOP		EDGE OF PAVEMENT
		STREAM / POND / WATER COURSE
		WETLAND LINE WITH FLAG
BZ		WETLAND BUFFER ZONE
200'RA		200 FT RIVERFRONT BUFFER
		STATE HIGHWAY LAYOUT
		TOWN OR CITY LAYOUT
		COUNTY LAYOUT
		RAILROAD SIDELINE
		TOWN OR CITY BOUNDARY LINE
		PROPERTY LINE OR APPROXIMATE PROPERTY LINE
		EASEMENT

TRAFFIC SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		SIGN AND POST

PAVEMENT MARKINGS SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
	SWL	SOLID WHITE LINE (4" WIDTH)
	SYL	SOLID YELLOW LINE (4" WIDTH)
	SL	STOP LINE (12" WIDTH)
	WDWL	WIDE DASHED WHITE LINE, 2' LINE W/2' SPACING (12" WIDTH)
	DBYL	DOUBLE YELLOW CENTER LINE (4" WIDTH)
		YIELD TRIANGLE- WHITE

MEDFIELD
OFF-SITE INTERSECTIONS
LEGEND & ABBREVIATIONS
SHEET 2 OF 21

GENERAL NOTES:

1. THE EXISTING CONDITIONS SHOWN ON THIS PLAN WERE COMPILED BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VHB, INC. IN AUGUST, 2024.
2. THE HORIZONTAL CONTROL IS BASED ON THE MASSACHUSETTS MAINLAND STATE PLANE COORDINATE SYSTEM AND THE NATIONAL GEODETIC SURVEY (NAD83). ALL ELEVATION IS US FEET, REFERENCED TO THE NORTH AMERICA VERTICAL DATUM OF 1988 (NAVD88).
3. THE WETLANDS SHOWN ON THIS PLAN WERE FLAGGED BY VHB ENVIRONMENTAL DEPARTMENT AND FIELD SURVEYED BY VHB IN AUGUST, 2024.
4. THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND GRADES IN THE FIELD BEFORE COMMENCING WORK AND PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
5. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
6. PROTECTION OF UNDERGROUND FACILITIES. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE NECESSITY OF MAKING HIS OWN INVESTIGATION IN ORDER TO ASSURE THAT NO DAMAGE TO EXISTING STRUCTURES, DRAINAGE LINES, ETCETERA, WILL OCCUR.
7. DRAINAGE ELEVATIONS ARE PROVIDED FOR DESIGN PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY BY TEST PIT, THE LOCATIONS OF EXISTING UTILITIES WHICH MAY CONFLICT WITH THE PROPOSED DRAINAGE DESIGN. ANY FIELD ADJUSTMENTS REQUIRED WILL BE MADE AS APPROVED OR DIRECTED BY THE ENGINEER. ONLY AFTER THE CONTRACTOR VERIFIES ELEVATIONS FOR THE CONSTRUCTABILITY OF THE DRAINAGE SYSTEM SHALL ANY STRUCTURES BE ORDERED. ALL PIPE EXCAVATION SHALL BE INCLUDED IN THE COST OF PIPE.
8. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION OF THE CONFLICT.
9. THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAINAGE AND SEWER STRUCTURES AS NECESSARY FOR CHANGES IN GRADE, AND RESET ALL WATER AND DRAINAGE FRAMES, GRATES AND BOXES TO THE PROPOSED FINISH SURFACE GRADE. REQUIRED NEW MASONRY SHALL BE CLAY BRICK.
10. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES.
11. EXISTING UTILITY POLES WILL BE RELOCATED BY OTHERS IF REQUIRED.
12. TREES AND SHRUBS WITHIN THE LIMITS OF GRADING SHALL BE REMOVED ONLY UPON APPROVAL OF THE ENGINEER.
13. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.
14. THE TERM "PROPOSED" (PROP) MEANS WORK TO BE CONSTRUCTED USING NEW MATERIALS OR, WHERE APPLICABLE, RE-USING EXISTING MATERIALS IDENTIFIED AS "REMOVE AND RESET" (R&R).
15. JOINTS BETWEEN NEW ASPHALT CONCRETE ROADWAY PAVEMENT AND SAWCUT EXISTING PAVEMENT SHALL BE THOROUGHLY COATED WITH A HOT APPLIED PAVEMENT JOINT ADHESIVE MEETING THE REQUIREMENTS OF SUBSECTION 450 OF 2025 STANDARD SPECIFICATIONS.
16. AFTER MILLING OPERATIONS AND PRIOR TO PAVING THE SUPERPAVE INTERMEDIATE OR SURFACES COURSES THE ENGINEER SHALL EVALUATE THE MILLED SURFACE AND SHALL APPLY THE APPROPRIATE REPAIR METHOD IF REQUIRED.
17. EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS INDICATED OTHERWISE ON THE DRAWINGS.
18. THE MONUMENTS FOUND ON THIS PLAN WERE FIELD LOCATED AND USED TO ESTABLISH THE RIGHT-OF-WAY LINES. THE RIGHT OF WAY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VHB, INC. IN AUGUST, 2024 AND FROM DEEDS AND PLANS OF RECORD.
19. THE CONTRACTOR SHALL EXERCISE DUE CARE WHEN WORKING AROUND ALL PROPERTY BOUNDS WHICH ARE TO REMAIN. SHOULD ANY DAMAGE TO A BOUND RESULT FROM THE ACTIONS OF THE CONTRACTOR, THE CONTRACTOR SHALL HAVE THE BOUND REPLACED AND/OR REALIGNED BY A LICENSED PROFESSIONAL SURVEYOR AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST.
20. DISPOSAL OF ALL SURPLUS MATERIAL SHALL BE AS APPROVED BY THE ENGINEER AND OWNER.

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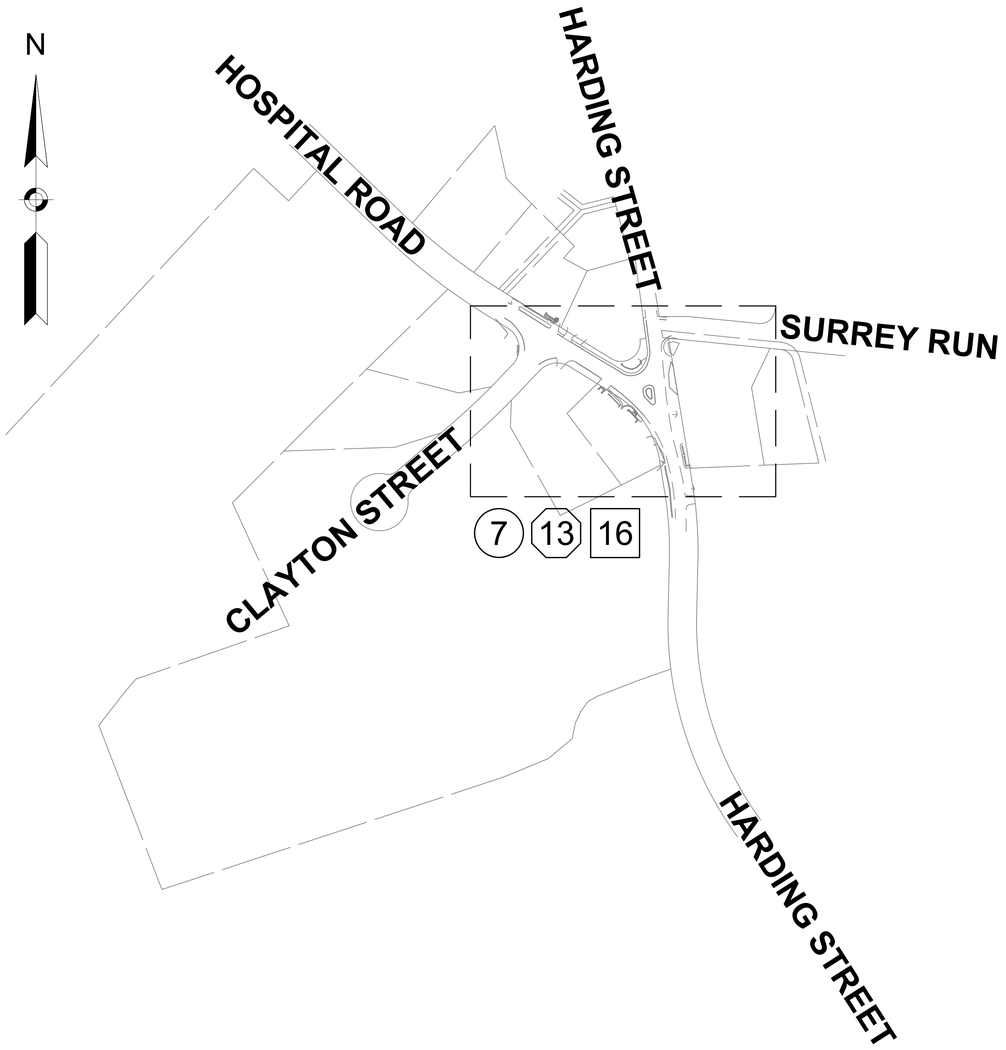
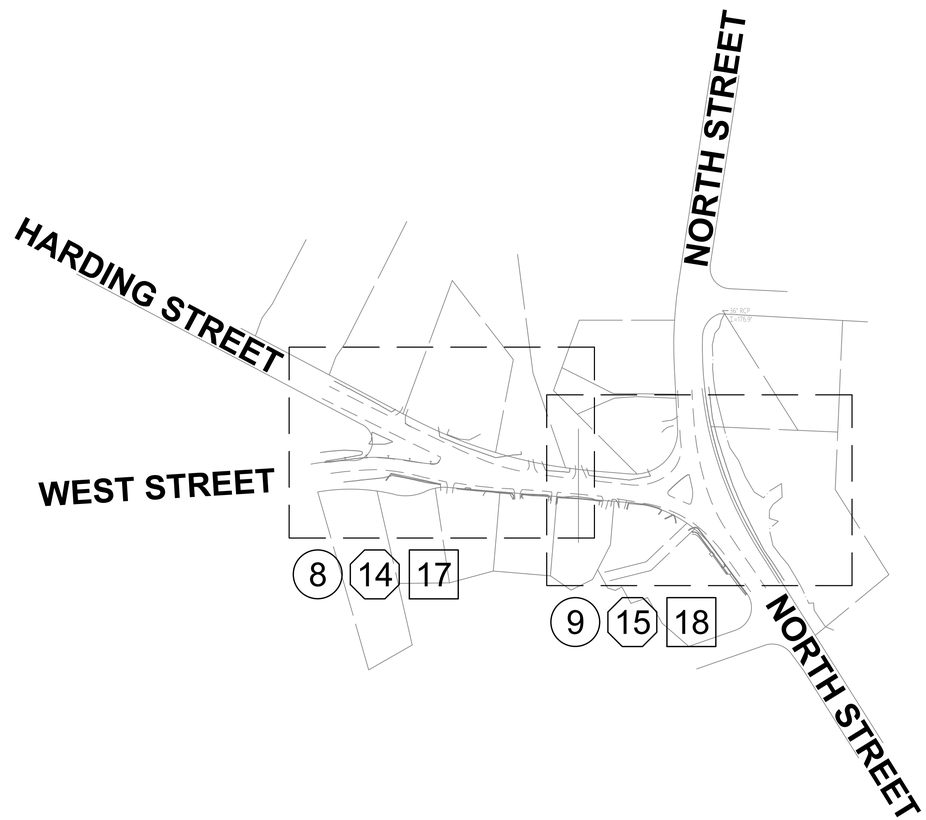
MEDFIELD
OFF-SITE INTERSECTIONS
KEY PLAN
SHEET 3 OF 21

15877.00-KEY.DWG Plotted on 28-Mar-2025 5:55 PM





LEGEND

(#) CONSTRUCTION PLANS

(#) CURB TIE & GRADING PLANS

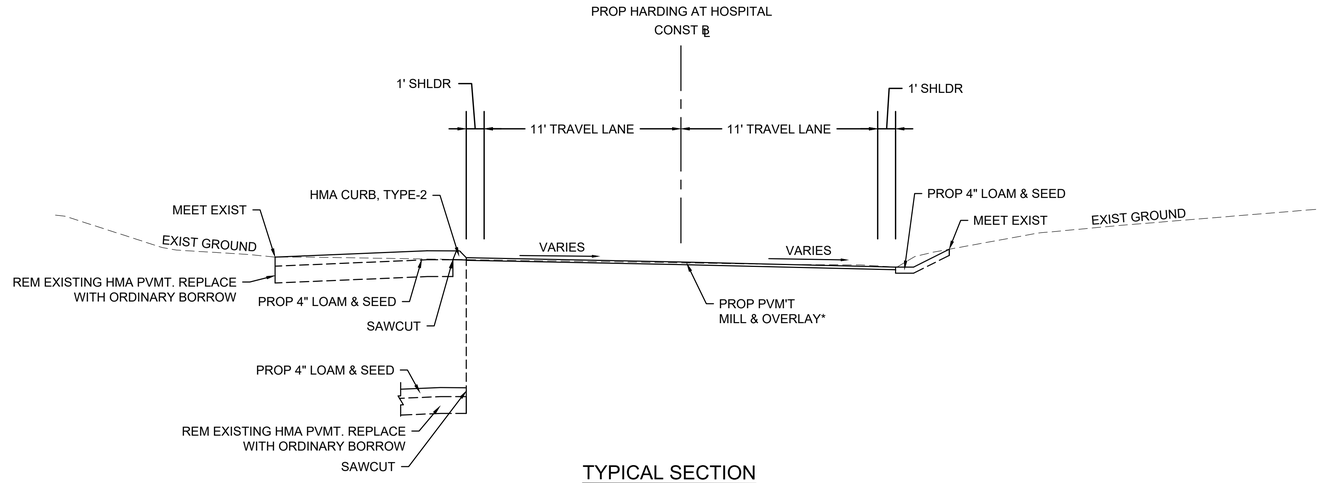
[#] TRAFFIC SIGN & PAVEMENT MARKING PLANS

SHEET NUMBER

0 150 300 900

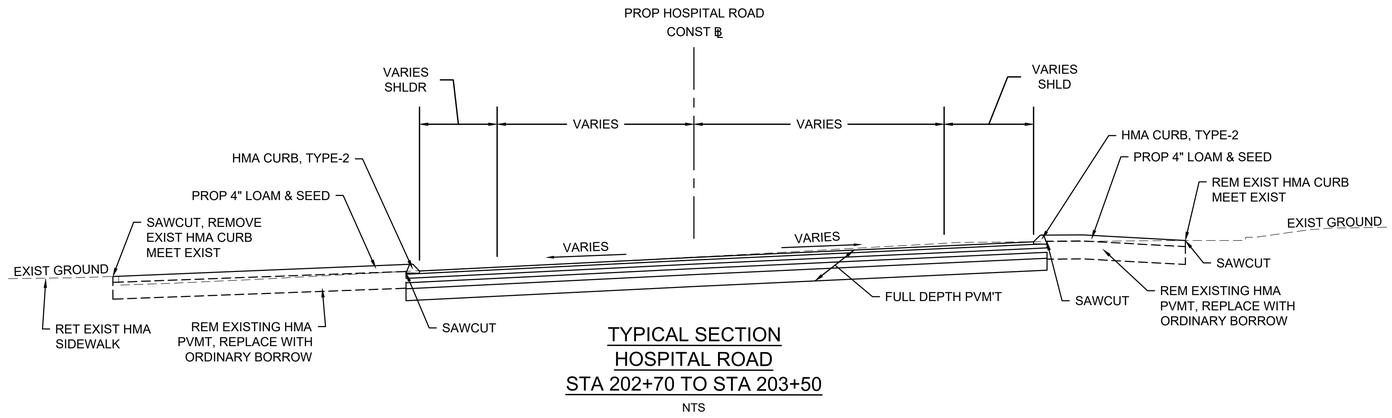
SCALE: 1" = 150'

15877.00-TYP.DWG Plotted on 28-Mar-2025 5:55 PM



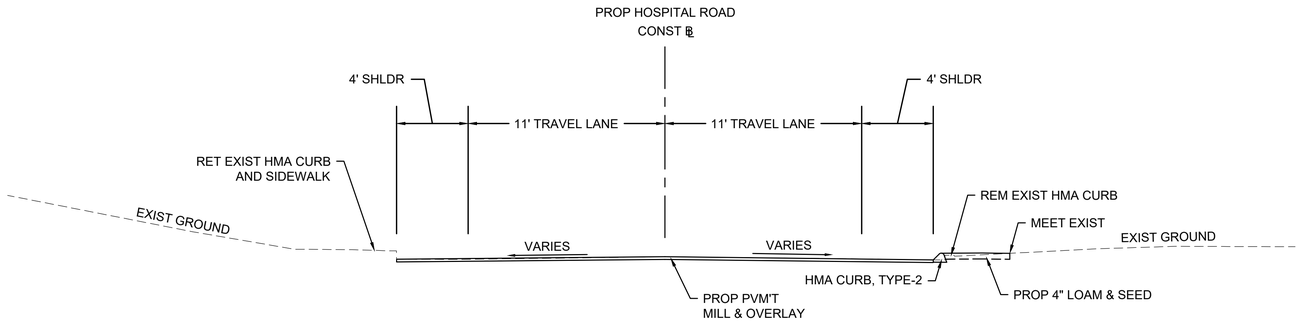
TYPICAL SECTION
HARDING STREET AT HOSPITAL ROAD
STA 100+10 TO STA 103+00

* FULL DEPTH PAVEMENT STA 101+75 - 102+50
NTS



TYPICAL SECTION
HOSPITAL ROAD
STA 202+70 TO STA 203+50

NTS



TYPICAL SECTION
HOSPITAL ROAD
STA 201+60 TO STA 202+70

NTS

PAVEMENT NOTES

PROPOSED FULL DEPTH PAVEMENT

SURFACE:	1 3/4" SUPERPAVE SURFACE COURSE - 12.5 (SSC-12.5) OVER 2 3/4" SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC-12.5) OVER
BASE:	3" SUPERPAVE INTERMEDIATE COURSE 19.0 (SIC-19.0) OVER
SUBBASE:	4" DENSE GRADED CRUSHED STONE OVER 8" GRAVEL BORROW, TYPE B

PROPOSED FULL DEPTH PAVEMENT (LESS THAN 4-FT WIDE)

SURFACE:	1 3/4" SUPERPAVE SURFACE COURSE - 12.5 (SSC-12.5) OVER 2 3/4" SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC-12.5) OVER
BASE:	6" HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE OVER
SUBBASE:	8" GRAVEL BORROW, TYPE B

PROPOSED PAVEMENT MILLING AND OVERLAY

SURFACE:	1 3/4" SUPERPAVE SURFACE COURSE - 12.5 (SSC-12.5) OVER
LEVELING:	VARIABLE DEPTH TO MEET PROPOSED GRADING SUPERPAVE LEVELING COURSE - 9.5 (SLC-9.5)
MILLING:	1 3/4" PAVEMENT MILLING

PROPOSED CEMENT CONCRETE SPLITTER ISLAND

SURFACE:	4" CEMENT CONCRETE AIR ENTRAINED 4000 PSI, ¾" 610
SUBBASE:	8" GRAVEL BORROW, TYPE B

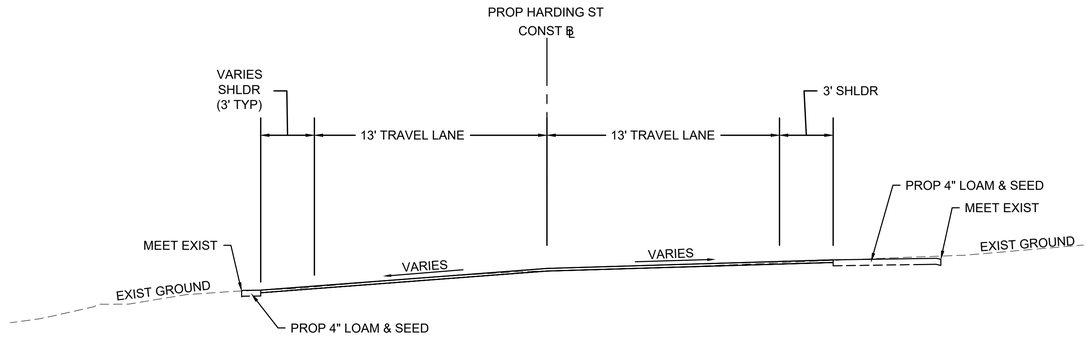
PROPOSED HMA DRIVEWAY

SURFACE:	1 3/4" SUPERPAVE SURFACE COURSE 9.5 (SSC-9.5) OVER 2 3/4" SUPERPAVE SURFACE COURSE 12.5 (SIC-12.5)
FOUNDATION:	8" GRAVEL BORROW, TYPE B

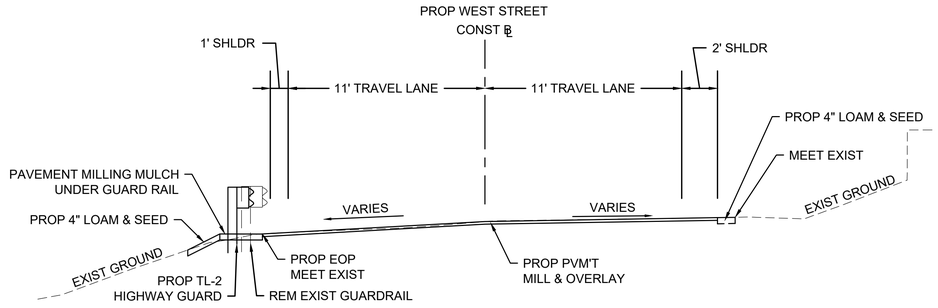
GENERAL NOTES:

1. ALL HOT MIX ASPHALT PAVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF SECTION 450 HOT MIX ASPHALT AND SECTION M3 ASPHALTIC MATERIALS.
2. ALL HMA FOR PATCHING, ASPHALT EMULSION FOR TACK COAT, AND HMA JOINT SEALANT SHALL BE APPLIED PER SECTION 450 AND M3.
3. HMA JOINT SEALANT (ITEM 453.) SHALL BE APPLIED IN SURFACE COURSE AT ALL VERTICAL COLD JOINTS PRIOR TO HMA PAVING.
4. ALL HOT MIX ASPHALT WALKS AND DRIVES SHALL BE ESTIMATED AND PAID FOR UNDER ITEM 702 OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
5. SURFACE PAVING TO BE COMPLETED AT THE END OF THE PROJECT AND AS DIRECTED WHEN IT CAN BE PLACED IN ITS ENTIRETY.
6. ALL FRAMES AND SERVICE BOXES SHALL BE ADJUSTED TO SURFACE COURSE PRIOR TO PAVING WITH HMA JOINT SEALANT.

15877.00-TYP.DWG Plotted on 28-Mar-2025 5:55 PM



TYPICAL SECTION
HARDING STREET
STA 400+75 TO STA 405+75
NTS



TYPICAL SECTION
WEST STREET
STA 300+60 TO STA 302+00
NTS

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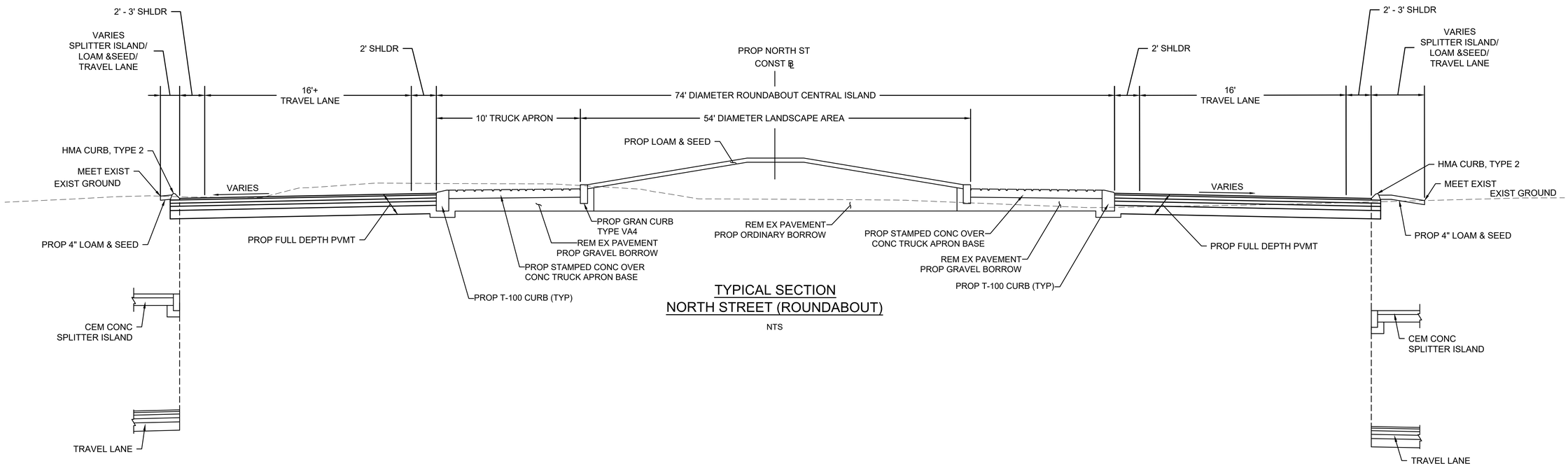
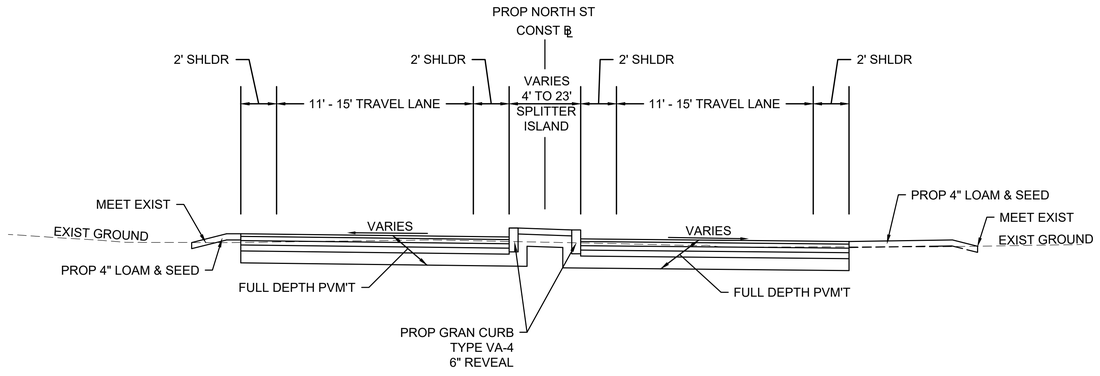


TYPICAL SECTION
NORTH STREET (ROUNDABOUT)

NTS



TYPICAL SECTION
NORTH STREET
STA 500+50 TO STA 505+12

NTS

HIGHWAY GUARD DETAILS

NONE

WATER SUPPLY ALTERATIONS

SEE PLAN BELOW

DRAINAGE DETAILS

NONE

MEDFIELD
OFF-SITE INTERSECTIONS
CONSTRUCTION PLANS
SHEET 7 OF 21

15677.00-CONST.DWG Plotted on 28-Mar-2025 5:55 PM

N

HOSPITAL ROAD

HOSPITAL ROAD CONSTRUCTION ℄

CLAYTON STREET

SURREY RUN

HARDING STREET

1942 TOWN LAYOUT

200+00

201

202

203

PC +77.48

203+50

102

103

103+50

101

100+00

LIMIT OF WORK
N 2899426.1520
E 703724.0133
STA 201+60
SAWCUT
MEET EXIST

LIMIT OF WORK
N 2899447.1067
E 703883.4482
STA 103+00
SAWCUT
MEET EXIST

LIMIT OF WORK
N 2899161.4503
E 703930.4926
STA 100+10
SAWCUT
MEET EXIST

ALGN-HOSPITAL CONST ℄ STA 203+50.00 =
ALGN-HARDING AT HOSPITAL CONST ℄ STA 102+02.65

5 HOSPITAL ROAD
MAP 64 LOT 105

2 STORY WOOD

BENCHMARK A
MAG NAIL
UTILITY POLE #32
ELEV.=166.59'
NAVD88

BENCHMARK B
MAG NAIL
UTILITY POLE #59
ELEV.=162.94'
NAVD88

BENCHMARK C
MAG NAIL
UTILITY POLE #39
ELEV.=170.53'
NAVD88

N/F
RICHARD & ELIZABETH BROTHERS
1 CLAYTON STREET
MAP 64 LOT 5

N/F
MEIRAV & IDO LEVI
2 CLAYTON STREET
MAP 64 LOT 4

N/F
DAVID JOHNSON & HEIDI LOMBARD
3 HOSPITAL ROAD
MAP 64 LOT 16

N/F
JOANN DOHERTY
2 HOSPITAL ROAD
MAP 64 LOT 3

EDWARD & DOUG POLLARD
93 HARDING STREET
MAP 64 LOT 30

N/F
MARK MCGARRY & JESSICA WEIK
87 HARDING STREET
MAP 64 LOT 81

N/F
JOHN & KATHRYN LYNCH
83 HARDING STREET
MAP 64 LOT 82

N/F
RUSSELL & KRISTEN MORSE
84 HARDING STREET

1 STORY WOOD GARAGE

1 STORY STONE & MASONRY

CONC. BOUND W/ DRILL HOLE FIRM (FOUND)

CONC. BOUND W/ PLUG FIRM (FOUND+HELD)

CONC. BOUND FIRM (FOUND)

IRON ROD W/ NO CAP (FOUND)

15' WIDE COMMONWEALTH OF MASS RIGHT OF WAY

MEET EXIST CURB

MEET EXIST HMA CURB

APPROX LIMIT OF GRADING (TYP)

TREE PROTECTION FENCE

RET UP#91

PROP HMA CURB

PROP LOAM AND SEED REM EXIST PVM'T

RET UP#3/2

SAWCUT

RET EXIST TREES & ROCK LEDGE

APPROX LOCATION OF EOP CONTRACTOR TO VERIFY IN FIELD

PROP MILL & OVERLAY

PROP EOP

ADJ WG

APPROX LIMIT OF GRADING (TYP)

REM

R&S

RET HYD

PROP LOAM & SEED

TREE PROTECTION FENCE

REM EXIST HMA CURB

PROP MILL & OVERLAY

PROP FULL DEPTH PVMT

SAWCUT

PROP HMA CURB

PROP LOAM & SEED REM EXIST PVM'T

APPROX LIMIT OF GRADING (TYP)

RET UP#40

RET & PROTECT EXIST TREES

PROP MILL & OVERLAY

RET & PROTECT EXIST TREES

PROP HARDING STREET AT HOSPITAL ROAD CONSTRUCTION BL

RET UP#32

0 20 50 100

SCALE: 1" = 20'

FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 10

15677.00-CONST.DWG Plotted on 28-Mar-2025 7:05 PM

HIGHWAY GUARD DETAILS

TRANSITION TO NCHRP 350 HWY GUARD	STA 300+60 LT TO 300+94.5 LT
HWY GUARD TL-2	STA 300+94.5 LT TO 301+42.5 LT
TRAILING ACHORAGE	STA 301+42.5 LT TO STA 301+52 LT

WATER SUPPLY ALTERATIONS

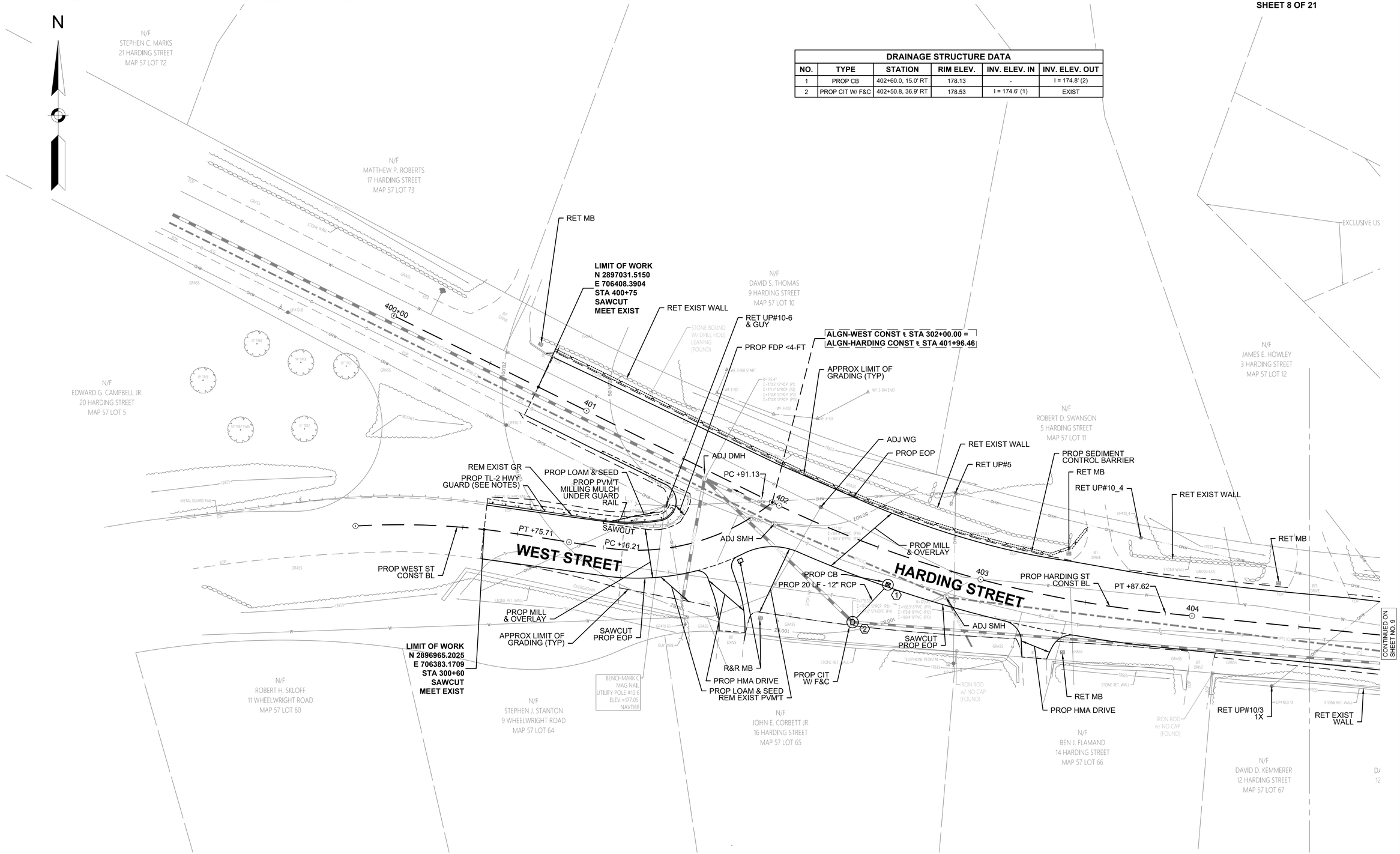
NONE

DRAINAGE DETAILS

SEE DRAINAGE STRUCTURE DATA TABLE BELOW

DRAINAGE STRUCTURE DATA

NO.	TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT
1	PROP CB	402+60.0, 15.0' RT	178.13	-	I = 174.8' (2)
2	PROP CIT W/ F&C	402+50.8, 36.9' RT	178.53	I = 174.6' (1)	EXIST



FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 11

HIGHWAY GUARD DETAILS

NONE

WATER SUPPLY ALTERATIONS

SEE PLAN BELOW

DRAINAGE DETAILS

NONE

MEDFIELD
OFF-SITE INTERSECTIONS
CONSTRUCTION PLANS
SHEET 9 OF 21

15677.00-CONST.DWG Plotted on 28-Mar-2025 5:55 PM

N

CONTINUED ON INSET A

CONTINUED ON SHEET NO. 8

END M&O
BEGIN FDP
N 2896915.8568
E 706802.2470
STA 404+90
SAWCUT
MEET EXIST

APPROX LIMIT OF GRADING (TYP)

RET UP#10_3

RET EXIST WALL

RET UP#10-2

PROP HARDING ST CONST BL

405

PC +16.51

PT +69.65

406

HARDING STREET

RET EXIST WALL

RET MB

ADJ CB

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

N/F
JOSHUA B. BOCK
198 NORTH STREET
MAP 57 LOT 13

PROP HMA CURB TYPE 2

RET EXIST TREE

PROP 6" DI PIPE

PROP VERTICAL GRANITE CURB

CC+29.35
24.50' LT
CC+26.39
6.42' LT

REM

WG

R&R HYD

ADJ SMH

RET EXIST WALL

PROP CEM CONC SPLITTER ISLAND

RET EXIST TREES

PROP HMA CURB TYPE 2

RET WATER SPIGOT

RET EXIST WALL

BENCHMARK B
MAG NAIL SET
UTILITY POLE #23
ELEV.=189.34'
NAVD88

N/F
DANIEL A. MEDEIROS
190 NORTH STREET
MAP 57 LOT 54

20' WIDE SEWER EASEMENT

R&R UP (BO)

RET EXIST WALL

PROP LOAM & SEED REM EXIST PVM'T

RET & PROTECT EXIST TREE

STONE BOUND W/ DRILL HOLE FIRM (FOUND)

PROP LOAM & SEED REM EXIST PVM'T

REM TREES

RET MB

PROP NORTH ST CONST BL

RET EXIST TREE

PC +20.34

504

NORTH STREET

ADJ SMH

PROP CEM CONC SPLITTER ISLAND

PROP VERTICAL GRANITE CURB

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

PROP LANDSCAPED ISLAND

RET UP#145

ALGN-NORTH CONST ℄ STA 503+02.10 =
ALGN-HARDING CONST ℄ STA 407+00.00

PROP TYPE VA4-CURVED GRANITE CURB

PI +02.10

ADJ TMH (BO)

PROP STAMPED CONCRETE TRUCK APRON

407+00

503

PROP HMA CURB TYPE 2

PROP T-100 GRANITE CURB

PROP NORTH ST CONST BL

ADJ SMH

PROP VERTICAL GRANITE CURB

RET UP#144

ADJ SMH

PROP CEM CONC SPLITTER ISLAND

502

PT +75.88

PRC +50.10

PROP SEDIMENT CONTROL BARRIER

RET UP#143

PC +133.37

NORTH STREET

501

PROP 20' PAVEMENT TRANSITION

LIMIT OF WORK
N 2896699.1274
E 707147.6441
STA 500+50
SAWCUT
MEET EXIST

STONE BOUND W/ DRILL HOLE FIRM (FOUND+HELD)

500+00

BENCHMARK A
MAG NAIL
UTILITY POLE #1.44
ELEV.=188.64'
NAVD88

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

18" CONCRETE FES

LIMIT OF WORK
N 2897119.7938
E 706989.7064
STA 505+12
SAWCUT
MEET EXIST

RET EXIST WALL

N/F
ELIZABETH A. HALEY
200 NORTH STREET
MAP 57 LOT 14

N/F
JOSHUA B. BOCK

505+30

NORTH STREET

505

PT +79.38

PROP 20' PAVEMENT TRANSITION

PROP SEDIMENT CONTROL BARRIER

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 52

RET UP#146

STONE BOUND W/ DRILL HOLE FIRM (FOUND)

PC +

INSET A
SCALE: 1"=10'

0 20 50 100

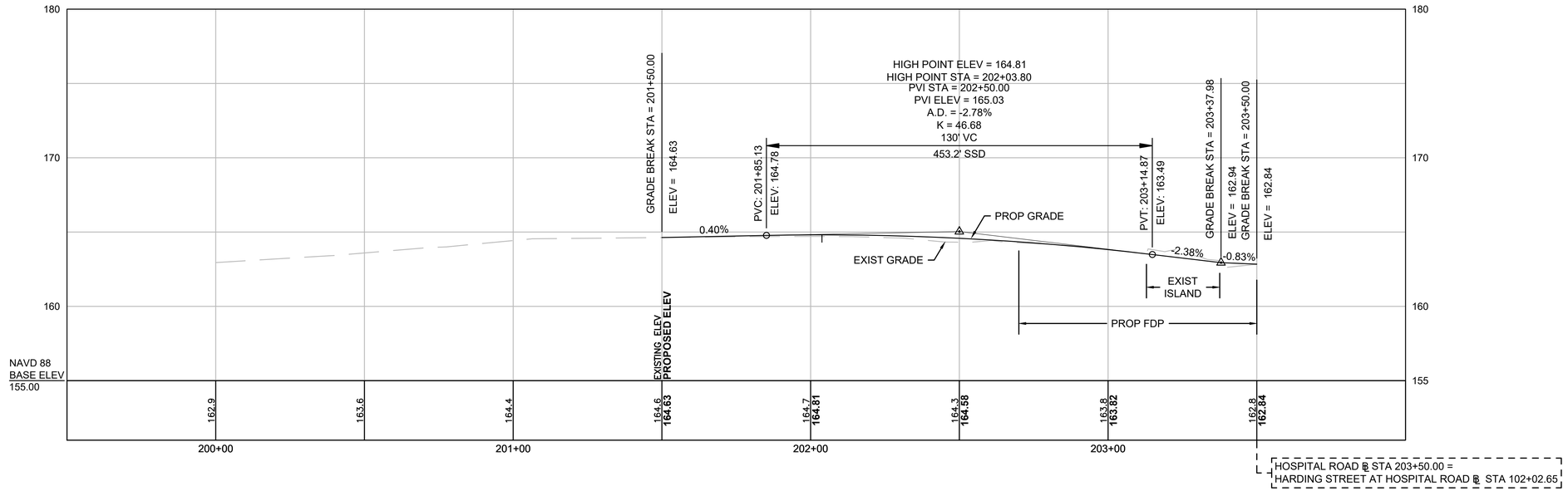
SCALE: 1" = 20'

FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 12

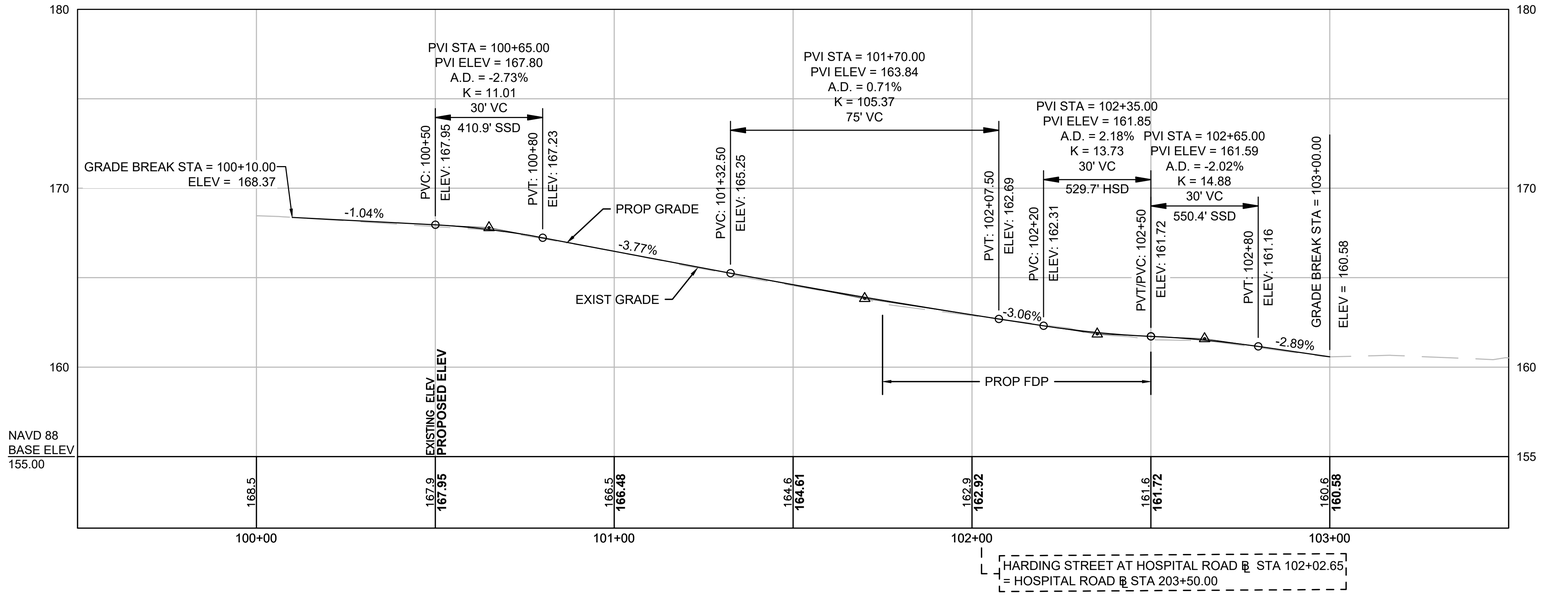
MEDFIELD
OFF-SITE INTERSECTIONS
PROFILES
SHEET 10 OF 21

15677.00-PROF.DWG Plotted on 28-Mar-2025 5:56 PM

HOSPITAL ROAD



HARDING STREET AT HOSPITAL ROAD



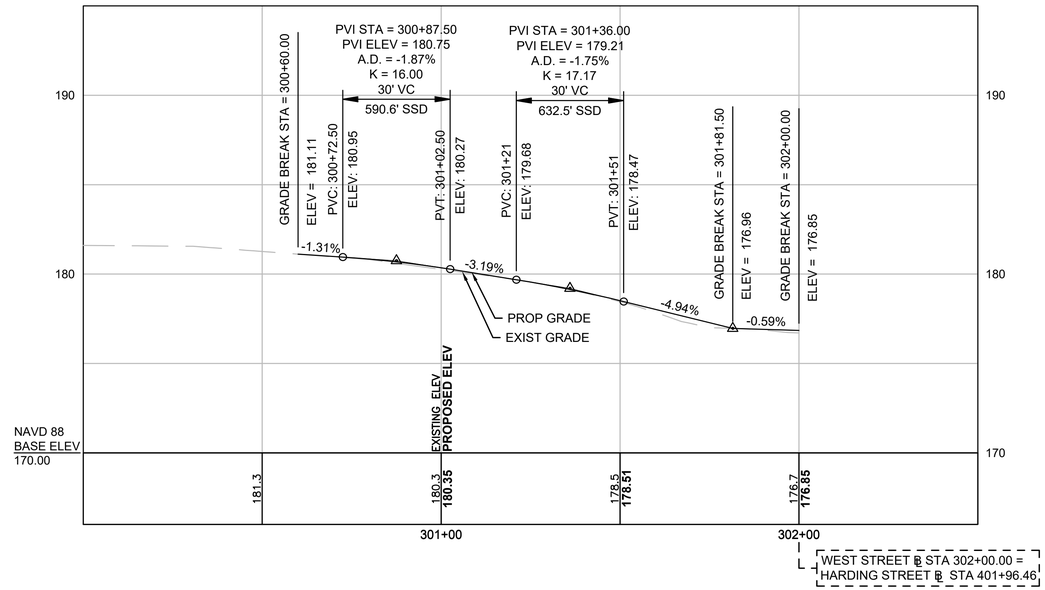
HOR. SCALE IN FEET
20 0 20 40
4 0 4 8
VER. SCALE IN FEET

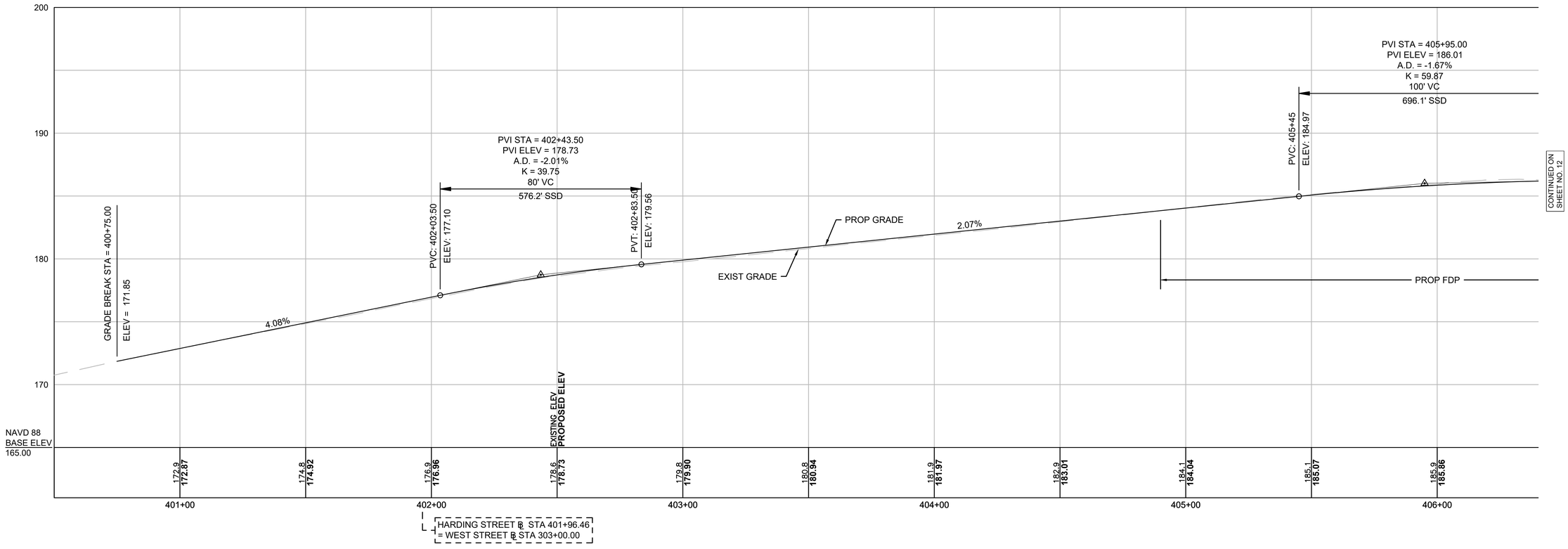
FOR CONSTRUCTION PLAN:
NO. 7

MEDFIELD
OFF-SITE INTERSECTIONS
PROFILES
SHEET 11 OF 21

15677.00-PROF.DWG Plotted on 28-Mar-2025 5:56 PM

WEST STREET





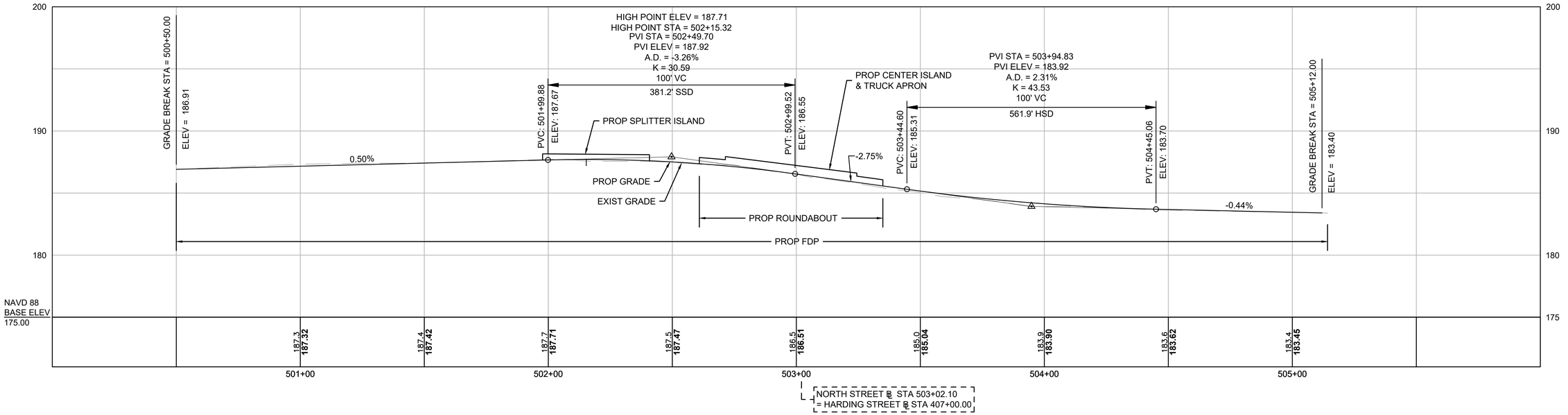
HOR. SCALE IN FEET
20 0 20 40
4 0 4 8
VER. SCALE IN FEET

FOR CONSTRUCTION PLAN:
NO. 8

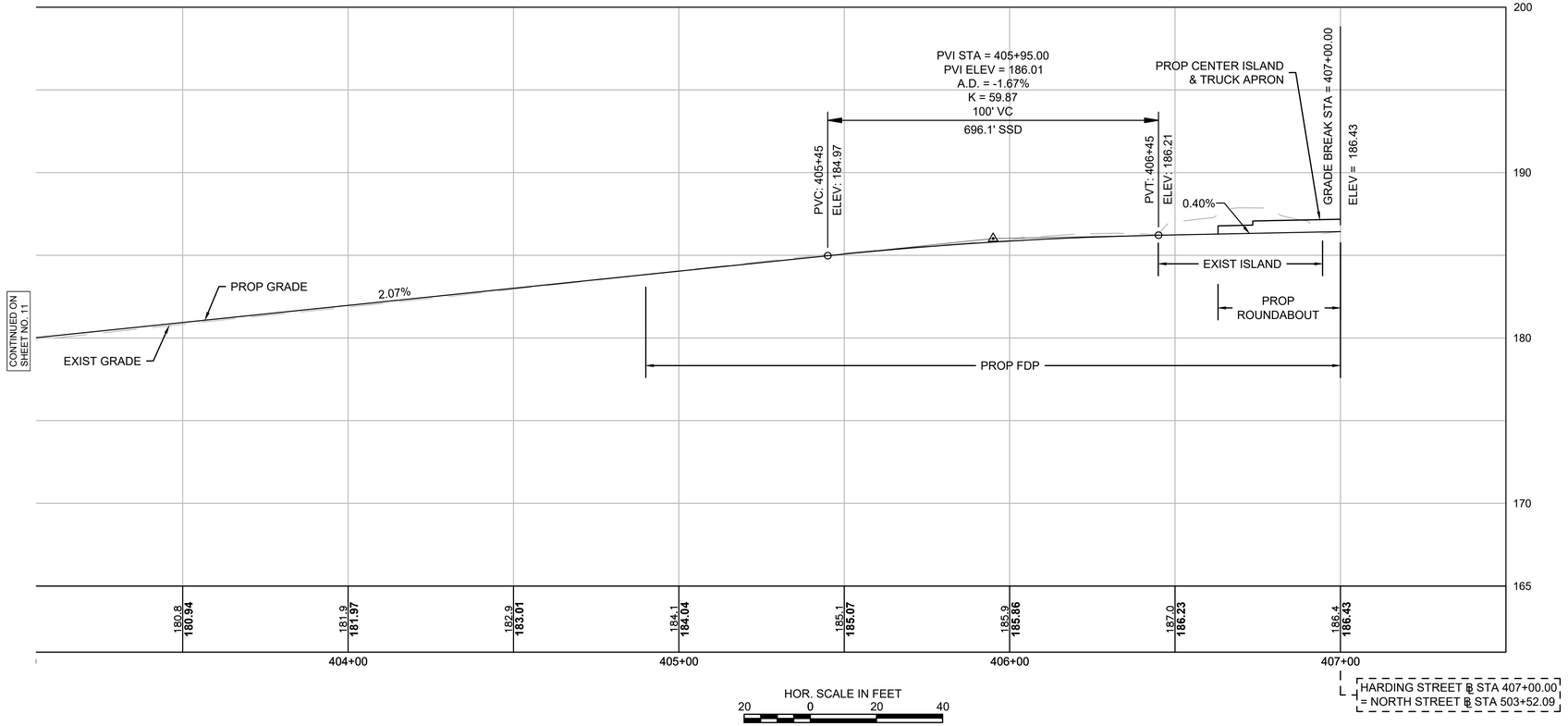
MEDFIELD
OFF-SITE INTERSECTIONS
PROFILES
SHEET 12 OF 21

15677.00-PROF.DWG Plotted on 28-Mar-2025 5:56 PM

NORTH STREET



HARDING STREET

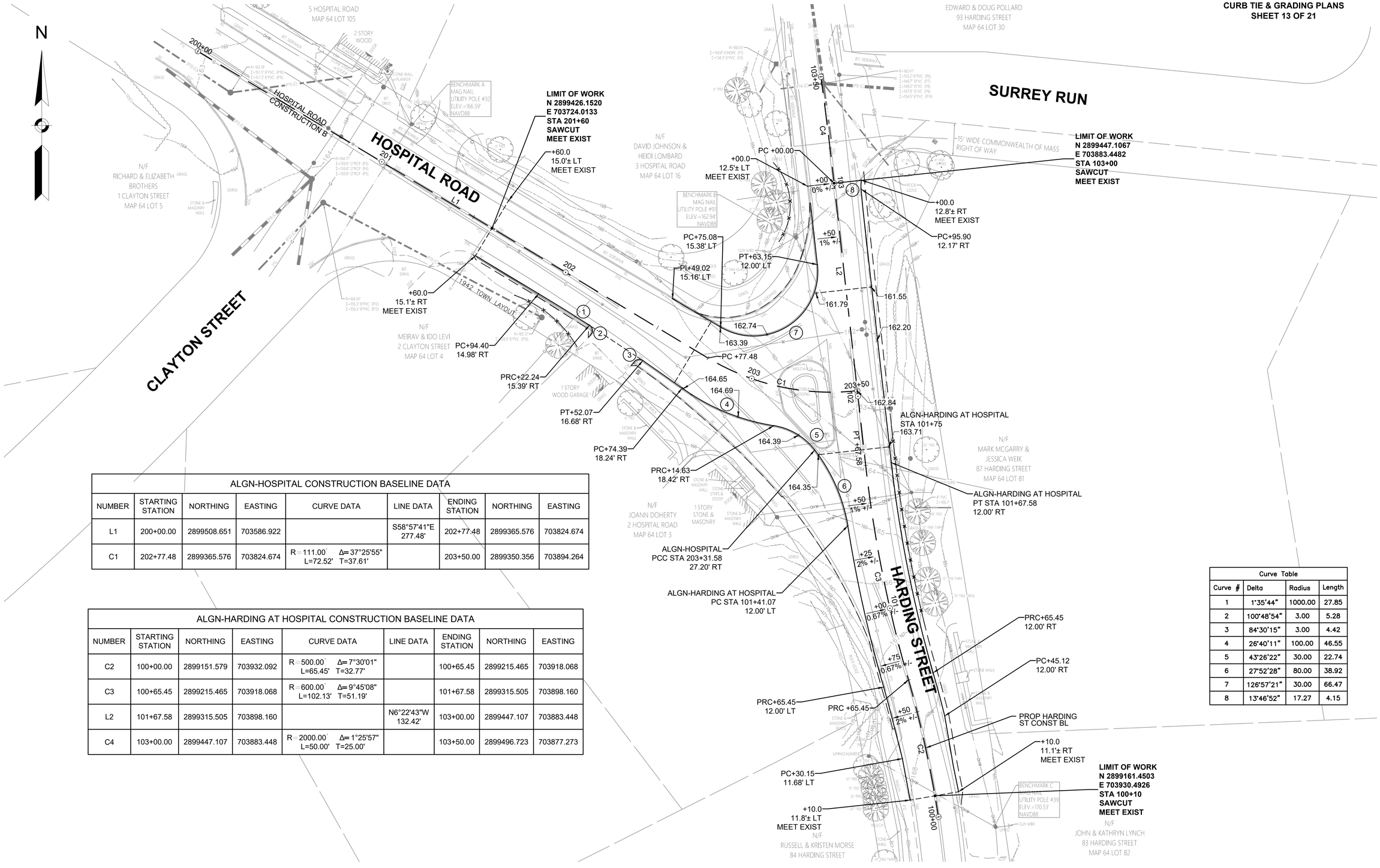


HOR. SCALE IN FEET
20 0 20 40
VER. SCALE IN FEET
4 0 4 8

FOR CONSTRUCTION PLAN:
NO. 9

MEDFIELD
OFF-SITE INTERSECTIONS
CURB TIE & GRADING PLANS
SHEET 13 OF 21

15677.00-GRAD.DWG Plotted on 28-Mar-2025 5:56 PM



ALGN-HOSPITAL CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L1	200+00.00	2899508.651	703586.922		S58°57'41"E 277.48'	202+77.48	2899365.576	703824.674
C1	202+77.48	2899365.576	703824.674	R=111.00' Δ=37°25'55" L=72.52' T=37.61'		203+50.00	2899350.356	703894.264

ALGN-HARDING AT HOSPITAL CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C2	100+00.00	2899151.579	703932.092	R=500.00' Δ=7°30'01" L=65.45' T=32.77'		100+65.45	2899215.465	703918.068
C3	100+65.45	2899215.465	703918.068	R=600.00' Δ=9°45'08" L=102.13' T=51.19'		101+67.58	2899315.505	703898.160
L2	101+67.58	2899315.505	703898.160		N6°22'43"W 132.42'	103+00.00	2899447.107	703883.448
C4	103+00.00	2899447.107	703883.448	R=2000.00' Δ=1°25'57" L=50.00' T=25.00'		103+50.00	2899496.723	703877.273

Curve Table			
Curve #	Delta	Radius	Length
1	1°35'44"	1000.00	27.85
2	100°48'54"	3.00	5.28
3	84°30'15"	3.00	4.42
4	26°40'11"	100.00	46.55
5	43°26'22"	30.00	22.74
6	27°52'28"	80.00	38.92
7	126°57'21"	30.00	66.47
8	13°46'52"	17.27	4.15

FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 10

MEDFIELD
OFF-SITE INTERSECTIONS
CURB TIE & GRADING PLANS
SHEET 14 OF 21

15677.00-GRAD.DWG Plotted on 28-Mar-2025 5:56 PM

N

ALGN-WEST CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C5	300+00.00	2896966.800	706323.266	R=350.00' Δ=12°23'37" L=75.71' T=38.00'		300+75.71	2896963.091	706398.735
L4	300+75.71	2896963.091	706398.735		S80°59'25"E 40.50'	301+16.21	2896956.749	706438.733
C6	301+16.21	2896956.749	706438.733	R=100.00' Δ=48°00'39" L=83.79' T=44.53'		302+00.00	2896977.802	706517.326

Curve Table			
Curve #	Delta	Radius	Length
9	16°41'31"	90.02	26.23
10	144°10'25"	9.00	22.65
11	84°25'09"	5.00	7.37
12	83°33'12"	5.00	7.29
13	49°44'12"	30.00	26.04
14	73°59'34"	10.00	12.91
16	69°29'00"	10.00	12.13

ALGN-HARDING CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L5	400+00.00	2897064.697	706341.130		S63°44'29"E 191.13'	401+91.13	2896980.136	706512.538
C7	401+91.13	2896980.136	706512.538	R=550.00' Δ=20°28'08" L=196.49' T=99.30'		403+87.62	2896926.185	706700.387
L6	403+87.62	2896926.185	706700.387		S84°12'37"E 128.89'	405+16.51	2896913.182	706828.623
C8	405+16.51	2896913.182	706828.623	R=500.00' Δ=6°05'23" L=53.14' T=26.60'		405+69.65	2896910.639	706881.680
L7	405+69.65	2896910.639	706881.680		N89°42'00"E 130.35'	407+00.00	2896911.321	707012.024

N/F
STEPHEN C. MARKS
21 HARDING STREET
MAP 57 LOT 72

N/F
MATTHEW P. ROBERTS
17 HARDING STREET
MAP 57 LOT 73

N/F
DAVID S. THOMAS
9 HARDING STREET
MAP 57 LOT 10

N/F
EDWARD G. CAMPBELL JR.
20 HARDING STREET
MAP 57 LOT 5

N/F
JAMES E. HOWLEY
3 HARDING STREET
MAP 57 LOT 12

N/F
ROBERT D. SWANSON
5 HARDING STREET
MAP 57 LOT 11

N/F
STEPHEN J. STANTON
WHEELWRIGHT ROAD
MAP 57 LOT 64

N/F
JOHN E. CORBETT JR.
16 HARDING STREET
MAP 57 LOT 65

N/F
BEN J. FLAMAND
14 HARDING STREET
MAP 57 LOT 66

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

EXCLUSIVE USE

HARDING STREET

WEST STREET

LIMIT OF WORK
N 2897031.5150
E 706408.3904
STA 400+75
SAWCUT
MEET EXIST

+75.7
16.0'± LT
MEET EXIST

400+00

+75.0
14.5'± RT
MEET EXIST

L5 401

+100 3% +/-

+25 1.5% +/-

+50 3% +/-

PC +91.13

PT+50.75
29.37' LT

+60.0
11.4'± LT
MEET EXIST

PC+14.36
12.06' LT

ALGN-WEST
PCC STA 301+44.08
13.06' LT

+75 3% +/-

402

+50 2% +/-

300+00

C5

PROP WEST ST
CONST BL

PT +75.71

301

L4

PC +16.21

C6

+25 1% +/-

+50 0% +/-

C7

+75 1% +/-

403

PROP HARDING ST
CONST BL

ALGN-WEST
PC STA 301+77.58
13.00' RT

PT+74.62
13.00' RT

ALGN-HARDING
PRC STA 402+16.81
16.00' RT

404

PT +87.62

L6

LIMIT OF WORK
N 2896965.2025
E 706383.1709
STA 300+60
SAWCUT
MEET EXIST

+60.0
13.7'± RT
MEET EXIST

PC+16.21
13.00' RT

PRC+56.06
13.00' RT

+99.7
64.6'± RT
MEET EXIST

+09.7
60.3'± RT
MEET EXIST

PRC+17.16
16.00' RT

PC+44.12
16.00' RT

PT+87.62
16.00' RT

BENCHMARK C
MAG NAIL
UTILITY POLE #10 6
ELEV.=177.05
NAVD88

0 20 50 100

SCALE: 1" = 20'

CONTINUED ON SHEET NO. 15

FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 11

MEDFIELD
OFF-SITE INTERSECTIONS
CURB TIE & GRADING PLANS
SHEET 15 OF 21

15677.00-GRAD.DWG Plotted on 28-Mar-2025 5:56 PM

N

CONTINUED ON INSET A

CONTINUED ON SHEET NO. 14

END OF MILL & OVERLAY
BEGIN FULL DEPTH PVMT
N 2896915.8568
E 706802.2470
STA 404+90
SAWCUT
MEET EXIST

PC+35.06
15.67' LT

PROP HARDING ST
CONST BL

PC +16.51

PT +69.65

PC+76.18
19.96' RT

PRC+15.60
20.57' RT

ALGN-HARDING
PRC STA 406+57.09
37.52' RT

ALGN-NORTH
PRC STA 502+66.99
44.90' LT

PT+63.25
13.12' LT

PRC+34.57
13.07' LT

PC +20.34

PROP NORTH ST
CONST BL

PRC+91.22
12.67' LT

ALGN-NORTH
PCC STA 503+48.48
33.14' LT

ALGN-HARDING
PCC STA 405+93.76
14.02' LT

PRC+06.45
27.29' RT

PRC+77.62
32.76' RT

PRC+32.76
48.05' RT

PRC+61.19
39.57' RT

PROP NORTH ST
CONST BL

PRC+17.41
24.91' RT

PT +75.84

PC+54.61
25.89' RT

PRC +50.10

PT+99.64
19.07' RT

PC+60.36
14.64' RT

PRC+46.23
13.53' LT

PC+03.84
15.44' LT

407+00

PI +02.10

LIMIT OF WORK
N 2896699.1274
E 707147.6441
STA 500+50
SAWCUT
MEET EXIST

+50.1
15.6'± LT
MEET EXIST

+50.1
14.5'± RT
MEET EXIST

HARDING STREET

NORTH STREET

NORTH STREET

N/F
JOSHUA B. BOCK
198 NORTH STREET
MAP 57 LOT 13

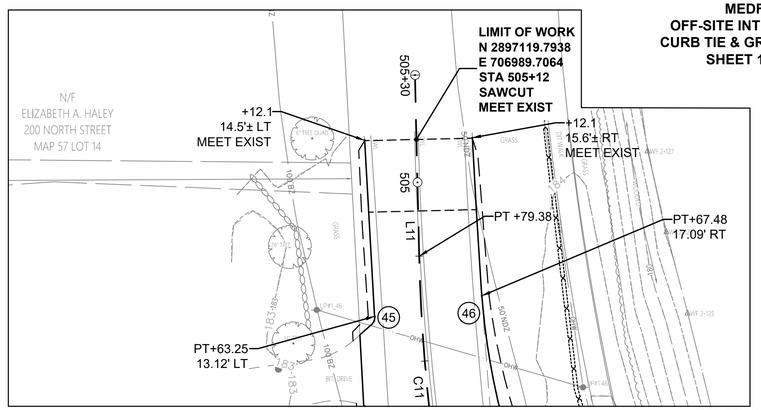
N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

N/F
DANIEL A. MEDEIROS
190 NORTH STREET
MAP 57 LOT 54

BENCHMARK B
MAG NAIL SET
UTILITY POLE #23
ELEV.=189.34'
NAVD88

BENCHMARK A
MAG NAIL SET
UTILITY POLE #24
ELEV.=186.90'
NAVD88



INSET A
SCALE: 1"=10'

* NOTE: ROUNDABOUT AND NORTH STREET GRADING DETAILS WILL BE PROVIDED IN FUTURE SUBMISSION

Curve Table			
Curve #	Delta	Radius	Length
17	7°34'54"	496.41	65.69
18	173°24'50"	2.00	6.05
19	2°02'02"	502.00	17.82
20	43°24'41"	98.00	74.25
21	103°51'06"	3.00	5.44
22	126°16'23"	1.00	2.20
23	10°37'12"	213.00	39.48
24	53°15'07"	50.00	46.47
25	29°36'40"	57.00	29.46
26	48°43'48"	148.00	125.87
27	114°26'24"	3.00	5.99
28	123°00'47"	1.00	2.15
29	54°59'07"	50.00	47.98
30	19°02'04"	200.00	66.44
31	12°44'44"	202.00	44.94
32	162°55'42"	2.00	5.69
33	11°20'31"	200.00	39.59
34	53°36'33"	57.00	53.33
35	29°27'18"	101.12	51.98
36	104°25'36"	3.00	5.47

Curve Table			
Curve #	Delta	Radius	Length
37	126°21'53"	1.00	2.21
38	56°34'23"	50.00	49.37
39	8°23'10"	147.00	21.52
40	2°15'46"	202.00	7.98
41	168°23'03"	2.00	5.88
42	0°00'59"	71442.92	20.60
43	18°28'10"	200.32	64.57
44	50°38'53"	3.00	2.65
45	44°11'56"	3.10	2.39
46	18°28'10"	200.32	64.57

ALGN-HARDING CONSTRUCTION BASELINE DATA

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L6	403+87.62	2896926.185	706700.387		S84°12'37"E 128.89'	405+16.51	2896913.182	706828.623
C8	405+16.51	2896913.182	706828.623	R=500.00' Δ=6°05'23" L=53.14' T=26.60'		405+69.65	2896910.639	706881.680
L7	405+69.65	2896910.639	706881.680		N89°42'00"E 130.35'	407+00.00	2896911.321	707012.024

ALGN-NORTH CONSTRUCTION BASELINE DATA

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L8	500+00.00	2896658.214	707176.386		N35°05'19"W 113.37'	501+13.37	2896750.979	707111.218
C9	501+13.37	2896750.979	707111.218	R=188.50' Δ=11°09'54" L=36.73' T=18.42'		501+50.10	2896782.896	707093.155
C10	501+50.10	2896782.896	707093.155	R=161.50' Δ=9°07'49" L=25.74' T=12.90'		501+75.84	2896805.491	707080.892
L9	501+75.84	2896805.491	707080.892		N33°03'14"W 126.26'	503+02.10	2896911.321	707012.024
L10	503+02.10	2896911.321	707012.024		N8°06'44"W 118.25'	504+20.34	2897028.383	706995.338
C11	504+20.34	2897028.383	706995.338	R=500.00' Δ=6°45'54" L=59.03' T=29.55'		504+79.38	2897087.183	706990.473
L11	504+79.38	2897087.183	706990.473		N1°20'50"W 50.62'	505+30.00	2897137.789	706989.283

0 20 50 100
SCALE: 1" = 20'

FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 12

MEDFIELD
OFF-SITE INTERSECTIONS
TRAFFIC SIGN & PAVEMENT MARKING PLANS
SHEET 16 OF 21

15677.00-STRP.DWG Plotted on 28-Mar-2025 5:57 PM

N

HOSPITAL ROAD

CLAYTON STREET

SURREY RUN

HARDING STREET

5 HOSPITAL ROAD
MAP 64 LOT 105

EDWARD & DOUG POLLARD
93 HARDING STREET
MAP 64 LOT 30

MA–D3 "CLAYTON ST"

N/F
RICHARD & ELIZABETH
BROTHERS
1 CLAYTON STREET
MAP 64 LOT 5

N/F
DAVID JOHNSON &
HEIDI LOMBARD
3 HOSPITAL ROAD
MAP 64 LOT 16

S3–1

MA–D3 "SURREY RUN"

15' WIDE COMMONWEALTH OF MASS
RIGHT OF WAY

N/F
MEIRAV & IDO LEVI
2 CLAYTON STREET
MAP 64 LOT 4

1942 TOWN LAYOUT

N/F
MARK MCGARRY &
JESSICA WEIK
87 HARDING STREET
MAP 64 LOT 81

N/F
JOANN DOHERTY
2 HOSPITAL ROAD
MAP 64 LOT 3

N/F
RUSSELL & KRISTEN MORSE
84 HARDING STREET

N/F
JOHN & KATHRYN LYNCH
83 HARDING STREET
MAP 64 LOT 82

200+00
201
202
203
203+50
102
103
103+50
101
100+00

MEET EXIST MARKINGS

LIMIT OF WORK
N 2899426.1520
E 703724.0133
STA 201+60
SAWCUT
MEET EXIST

MEET EXIST MARKINGS

VARIES

PC +77.48

LIMIT OF WORK
N 2899447.1067
E 703883.4482
STA 103+00
SAWCUT
MEET EXIST

PC +00.00

MEET EXIST MARKINGS

R1-1

+41

+83

R1-1

PT +67.58

R1-1
TWO MA-D3-1(POS)
TWO MA-D3-2(POS)

R&S
R1–1
MA–D3 "HARDING ST"
MA–D3 "HOSPITAL RD"

R&R
"HIDDEN DRIVEWAY"
"SLOW DOWN KIDS PLAYING"

PRC +65.45

PROP HARDING
ST CONST BL

MEET EXIST MARKINGS

LIMIT OF WORK
N 2899161.4503
E 703930.4926
STA 100+10
SAWCUT
MEET EXIST

SWL
DBYL
SL
11'
1'

0 20 50 100
SCALE: 1" = 20'

CONSTRUCTION NOTES.

1. YIELD TRIANGLES SHALL BE REFLECTORIZED PREFORMED THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC UNLESS OTHERWISE NOTED.
2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS OTHERWISE NOTED.

MEDFIELD
OFF-SITE INTERSECTIONS
TRAFFIC SIGN & PAVEMENT MARKING PLANS
SHEET 17 OF 21

15677.00-STRP.DWG Plotted on 28-Mar-2025 5:57 PM

N

N/F
STEPHEN C. MARKS
21 HARDING STREET
MAP 57 LOT 72

N/F
MATTHEW P. ROBERTS
17 HARDING STREET
MAP 57 LOT 73

N/F
DAVID S. THOMAS
9 HARDING STREET
MAP 57 LOT 10

N/F
EDWARD G. CAMPBELL JR.
20 HARDING STREET
MAP 57 LOT 5

N/F
JAMES E. HOWLEY
3 HARDING STREET
MAP 57 LOT 12

N/F
ROBERT D. SWANSON
5 HARDING STREET
MAP 57 LOT 11

EXCLUSIVE US

"LEFT TURNING TRAFFIC MUST YEILD"

LIMIT OF WORK
N 2897031.5150
E 706408.3904
STA 400+75
SAWCUT
MEET EXIST

HARDING STREET

400+00

MEET EXIST MARKINGS

VARIES

401

SWL

DBYL

13'

SWL

13'

1.5'

+67

+09

PC +91.13

400

402

VARIES

SWL

DBYL

13'

403

SWL

13'

HARDING STREET

404

PT +87.62

SWL

DBYL

SWL

R2—1 (30)

WEST STREET

MEET EXIST MARKINGS

VARIES

300+00

301

11'

11'

PT +75.71

PC +16.21

SWL

DBYL

SL

LIMIT OF WORK
N 2896965.2025
E 706383.1709
STA 300+60
SAWCUT
MEET EXIST

VARIES

SWL

MEET EXIST MARKINGS

R1-1
TWO MA-D3-3(POS)

R&S
R1—1
MA—D3 "WEST ST"

N/F
ROBERT H. SKLOFF
11 WHEELWRIGHT ROAD
MAP 57 LOT 60

N/F
STEPHEN J. STANTON
9 WHEELWRIGHT ROAD
MAP 57 LOT 64

N/F
JOHN E. CORBETT JR.
16 HARDING STREET
MAP 57 LOT 65

N/F
BEN J. FLAMAND
14 HARDING STREET
MAP 57 LOT 66

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

CONTINUED ON SHEET NO. 18

CONSTRUCTION NOTES.

1. YIELD TRIANGLES SHALL BE REFLECTORIZED PREFORMED THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC UNLESS OTHERWISE NOTED.
2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS OTHERWISE NOTED.

0 20 50 100

SCALE: 1" = 20'

MEDFIELD
OFF-SITE INTERSECTIONS
TRAFFIC SIGN & PAVEMENT MARKING PLANS
SHEET 18 OF 21

15677.00-STRP.DWG Plotted on 28-Mar-2025 5:57 PM

N

MAP 57 LOT 14

EXCLUSIVE USE EASEMENT

MEET EXIST MARKINGS

LIMIT OF WORK
N 2897119.7938
E 706989.7064
STA 505+12
SAWCUT
MEET EXIST

MEET EXIST MARKINGS

505 PT +79.38

DBYL SWL

2'

12.5' VARIES

W2-6

NORTH STREET

PC +20.34

N/F
JAMES E. HOWLEY
3 HARDING STREET
MAP 57 LOT 12

N/F
JOSHUA B. BOCK
198 NORTH STREET
MAP 57 LOT 13

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 52

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

R4-7

504

SYL SWL

2'

11' 1'

TWO D3-1(POS)
OM1-1

R6-1(L)(POS)
R6-1(R)(POS)
R1-2

2'

SWL SYL

1'

TWO D3-4(POS)
OM1-1

"LEFT TURNING TRAFFIC MUST YEILD"

END OF MILL & OVERLAY
BEGIN FULL DEPTH PVMT
N 2896910.6666
E 706887.0257
STA 405+75
SAWCUT
MEET EXIST

R&S
R1-2

SWL

3'

1'

SYL SWL

R6-4

PI +02.10

16'

407+00

503

2'

2' WDWL W/2' GAPS (TYP)

PROP YIELD TRIANGLE (TYP)
(SEE DETAIL ON SHEET 21)

HARDING STREET

404

PT +87.62

DBYL SWL

405

13'

PC +16.51

13'

406

PT +69.65

SYL SWL

3'

1'

SWL

2'

W2-6

R4-7

VARIES

R6-1(L)(POS)
R6-1(R)(POS)
R1-2

1'

SWL

1'

2'

3'

R6-1(L)(POS)
R6-1(R)(POS)
R1-2

TWO D3-4(POS)
OM1-1

N/F
JAMES E. HOWLEY
3 HARDING STREET
MAP 57 LOT 12

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

R&S
R1-1
MA-D3 "NORTH ST"
MA-D3 "HARDING ST"

BENCHMARK B
MAG NAIL SET
UTILITY POLE #22
ELEV.=189.34
NAVD88

N/F
DANIEL A. MEDEIROS
190 NORTH STREET
MAP 57 LOT 54

20' WIDE SEWER EASEMENT

R&S
S3-1

S3-1

SYL SWL

502

PT +75.84

PRC +50.10

SYL SWL

BENCHMARK A
MAG NAIL
UTILITY POLE #1.44
ELEV.=188.64'
NAVD88

W2-6

R4-7

2'

1'

PC +13.37

NORTH STREET

501

DBYL

LIMIT OF WORK
N 2896699.0450
E 707147.6578
STA 500+49.92
SAWCUT
MEET EXIST

MEET EXIST MARKINGS

CONTINUED ON SHEET NO. 17

CONSTRUCTION NOTES.

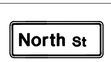
1. YIELD TRIANGLES SHALL BE REFLECTORIZED PREFORMED THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC UNLESS OTHERWISE NOTED.
2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS OTHERWISE NOTED.

0 20 50 100

SCALE: 1" = 20'

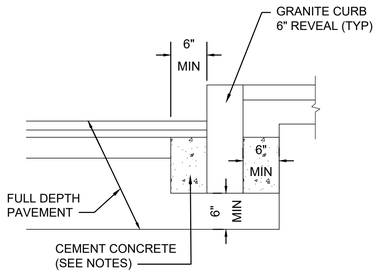
15677.00-SS.DWG Plotted on 28-Mar-2025 5:57 PM

TRAFFIC SIGN SUMMARY

IDENTIFICATION NUMBER	SIZE OF SIGN WIDTH	SIZE OF SIGN HEIGHT	TEXT	TEXT DIMENSIONS (INCHES) LETTER HEIGHT	TEXT DIMENSIONS (INCHES) VERTICAL SPACING	TEXT DIMENSIONS (INCHES) ARROW RTE. MKR.	NUMBER OF SIGNS REQUIRED	COLOR BACK-GROUND	COLOR LEGEND	COLOR BORDER	POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	AREA IN SQUARE FEET
R1-1	30"	30"		SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION"; AS AMENDED			4	RED	WHITE	WHITE	P5-4	5.18	20.72
R1-2	36"x36"x36"						6	WHITE	RED	RED	P5-6	3.90	23.40
R4-7	24"	30"					3	WHITE	BLACK	BLACK	P5-3	5.00	15.00
R6-1L(POS)	36"	12"	(PRINTED ONE SIDE)				6	BLACK	WHITE	WHITE	6 MTD W/OTHERS	3.00	18.00
R6-1R(POS)	36"	12"	(PRINTED ONE SIDE)				6	BLACK	WHITE	WHITE	6 MTD W/OTHERS	3.00	18.00
R6-4	30"	24"	MOUNTED WITH BOTTOM OF PANEL 5 FEET ABOVE CIRCULATORY ROADWAY				3	WHITE	BLACK	---	P5-3	5.00	15.00
W2-6	24"	24"					3	YELLOW	BLACK	BLACK	P5-3	4.00	12.00
OM1-1	24"	24"					3	YELLOW	YELLOW CLUSTER	---	P5-3	4.00	12.00
S3-1	30"	30"					1	YELLOW	BLACK	BLACK	P5-1	6.25	6.25
D3-1(POS)	36"	12"		6"B/4"B	3" 3"	N/A	4	GREEN	WHITE	WHITE	4 MTD W/ OTHERS	PAID UNDER ITEM 874.	
D3-2(POS)	36"	12"		6"B/4"B	3" 3"	N/A	2	GREEN	WHITE	WHITE	2 MTD W/ OTHERS	PAID UNDER ITEM 874.	
D3-3(POS)	30"	12"		6"B/4"B	3" 3"	N/A	2	GREEN	WHITE	WHITE	2 MTD W/ OTHERS	PAID UNDER ITEM 874.	
D3-4(POS)	30"	12"		6"B/4"B	3" 3"	N/A	4	GREEN	WHITE	WHITE	4 MTD W/ OTHERS	PAID UNDER ITEM 874.	

NOTES:
1. HIGH INTENSITY REFLECTIVE SHEETING SHALL BE USED FOR ALL SIGNS. SEE FHWA "STANDARD HIGHWAY SIGNS, 2004 EDITION" FOR TEXT DIMENSIONS, AS AMENDED; THE 1977 MASSHIGHWAY DEPARTMENT CONSTRUCTION AND TRAFFIC STANDARD DETAILS, AS AMENDED, FOR SIGNS AND SUPPORTS; AND THE MASSHIGHWAY DEPARTMENT SIGN LISTINGS 1993 EDITION, AS AMENDED.
2. POS = PRINTED ONE SIDE

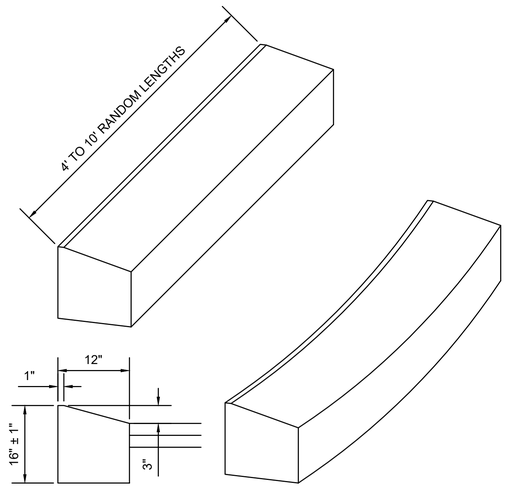
15677.00-DET.DWG Plotted on 28-Mar-2025 5:58 PM

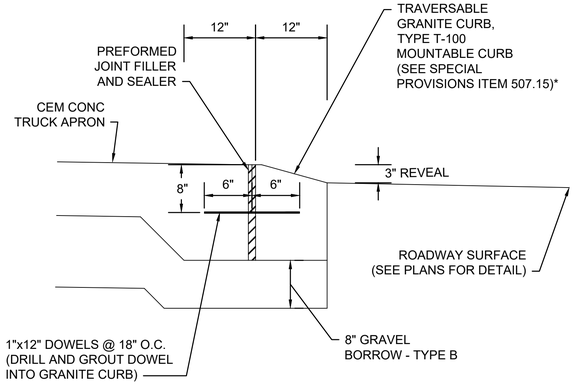


NOTES:
1. CONCRETE SHALL BE INCLUDED WITH INSTALLATION OF GRANITE CURB.
2. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE UNDER SECTION M4 OF THE STANDARD SPECIFICATIONS MAY BE USED. ALL TEST REQUIREMENTS ARE WAIVED. HOT MIX ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.

GRANITE CURB IN FULL DEPTH PAVEMENT

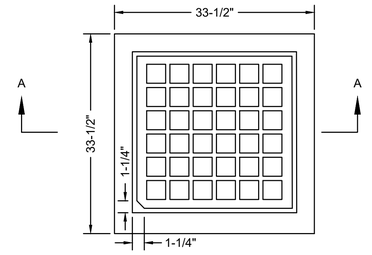
SCALE: N.T.S.





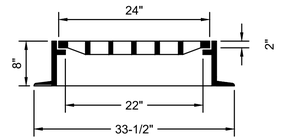
TYPE T-100 TRAVERSABLE GRANITE CURB

SCALE: N.T.S.



PLAN

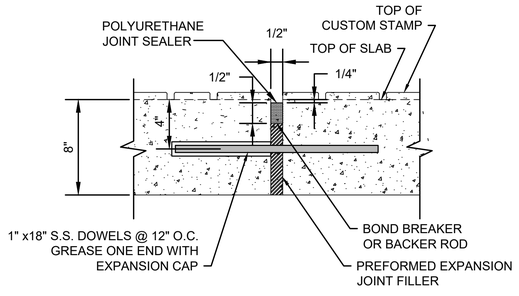
NOTES:
1. FRAME AND GRATE SHALL BE RATED FOR HS-20 LOADING.
2. MIN FRAME WEIGHT:
   4 FLANGE 295 LBS.
   3 FLANGE 265 LBS.
3. USE 3 FLANGE FRAMES AT CURB INLETS.



SECTION

MUNICIPAL STANDARD
CATCH BASIN FRAME & GRATE

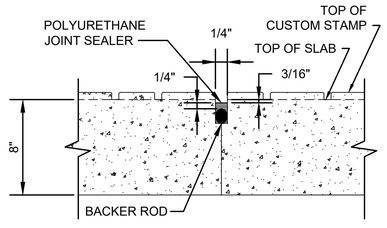
SCALE: N.T.S.



NOTE:
1. REINFORCEMENT SHALL END 2" CLEAR OF EXPANSION JOINT.
2. EXPANSION JOINTS TO BE SPACED AT 72'-0" MAX. CONTRACTOR SHALL SUBMIT JOINT LAYOUT PLAN TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

EXPANSION CONTROL JOINT (EJ)

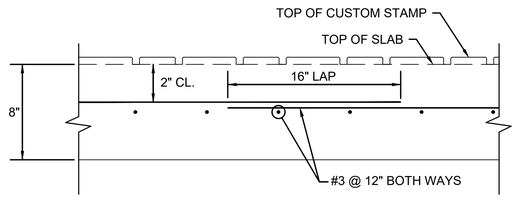
SCALE: NTS



NOTE:
1. REINFORCEMENT SHALL BE CONTINUOUS THROUGH CONSTRUCTION JOINT.
2. CONSTRUCTION JOINTS TO BE SPACED AT 24'-0" MAX. CONTRACTOR SHALL SUBMIT JOINT LAYOUT PLAN TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

SEALED CONSTRUCTION JOINT DETAILS (CJ)

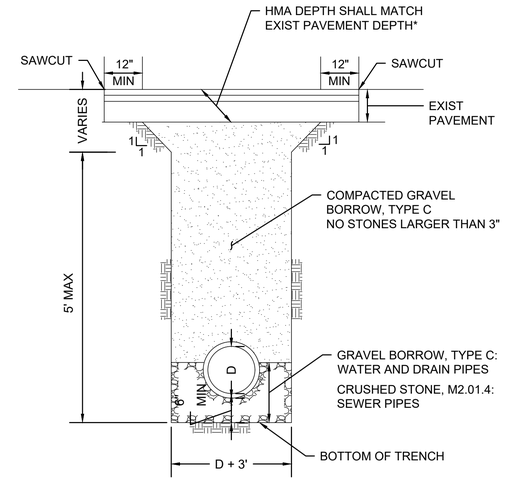
SCALE: NTS



SECTION A-A
(SEE JOINT LAYOUT DETAIL)

REINFORCED CEMENT CONCRETE TRUCK APRON

SCALE: NTS

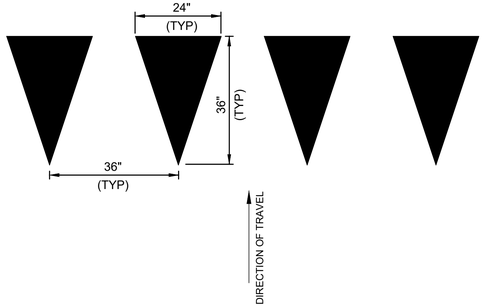


*USE HMA PAVEMENT DEPTHS IN 2" LIFTS (4" MIN)

TRENCH DETAIL

SCALE: N.T.S.

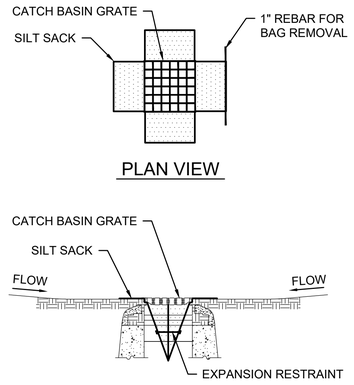
15677.00-DET.DWG Plotted on 28-Mar-2025 5:58 PM



NOTES:
1. YIELD LINES SHALL CONSIST OF A ROW OF SOLID WHITE TRIANGLES.
2. YIELD LINES SHALL BE PLACED AS SHOWN ON THE PLANS ON ENTRIES TO THE ROUNDABOUT.
3. YIELD LINE TRIANGLES SHALL BE REFLECTORIZED PREFORMED THERMOPLASTIC.

YIELD LINE TRIANGLES (ROUNDABOUT)

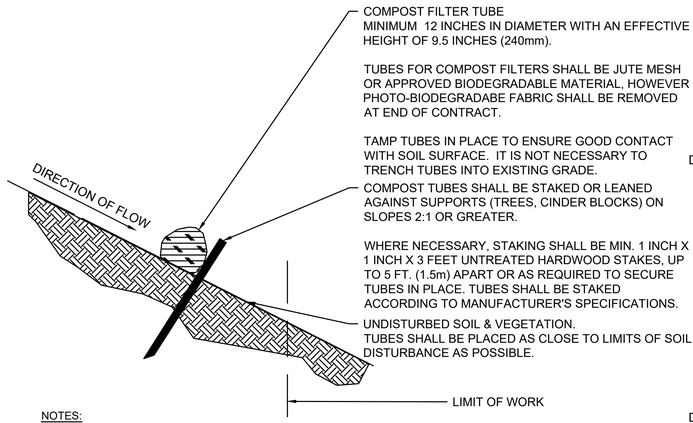
SCALE: NTS



NOTES:
1. INSTALL SILT SACK IN EXISTING CATCH BASINS, BEFORE COMMENCING WORK, AND IN NEW CATCH BASINS IMMEDIATELY AFTER INSTALLATION OF STRUCTURE. MAINTAIN UNTIL BINDER COURSE PAVING IS COMPLETE OR A PERMANENT STAND OF GRASS HAS BEEN ESTABLISHED.
2. GRATE TO BE PLACED OVER SILT SACK.
3. SILT SACK SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS AND CLEANING OR REPLACEMENT SHALL BE PERFORMED

INLET PROTECTION - SILT SACK IN CATCH BASIN

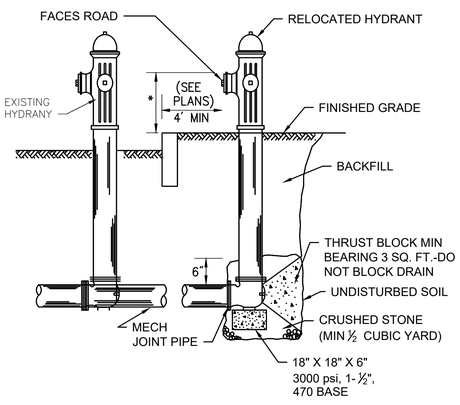
SCALE: N.T.S.



NOTES:
1. PROVIDE A MINIMUM TUBE DIAMETER OF 12 INCHES (300mm) FOR SLOPES UP TO 50 FEET (15.24m) IN LENGTH WITH A SLOPE RATIO OF 3H:1V OR STEEPER. LONGER SLOPES OF 3H:1V MAY REQUIRE LARGER TUBE DIAMETER OR ADDITIONAL COURSING OF FILTER TUBES TO CREATE A FILTER BERM. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR SITUATIONS WITH LONGER OR STEEPER SLOPES.
2. INSTALL TUBES ALONG CONTOURS AND PERPENDICULAR TO SHEET OR CONCENTRATED FLOW.
3. TUBE LOCATION MAY BE SHIFTED TO ADJUST TO LANDSCAPE FEATURES, BUT SHALL PROTECT UNDISTURBED AREA AND VEGETATION TO MAXIMUM EXTENT POSSIBLE.
4. DO NOT INSTALL IN PERENNIAL, EPHEMERAL OR INTERMITTENT STREAMS.
5. ADDITIONAL TUBES SHALL BE USED AT THE DIRECTION OF THE ENGINEER.
6. ADDITIONAL STAKING SHALL BE USED AT THE DIRECTION OF THE ENGINEER.

EROSION CONTROL BARRIER - COMPOST FILTER TUBE

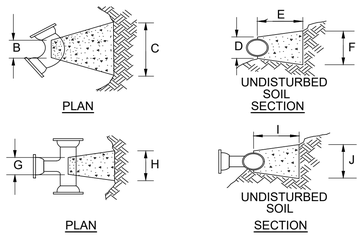
SCALE: N.T.S.



HYDRANT RELOCATION

SCALE: NTS

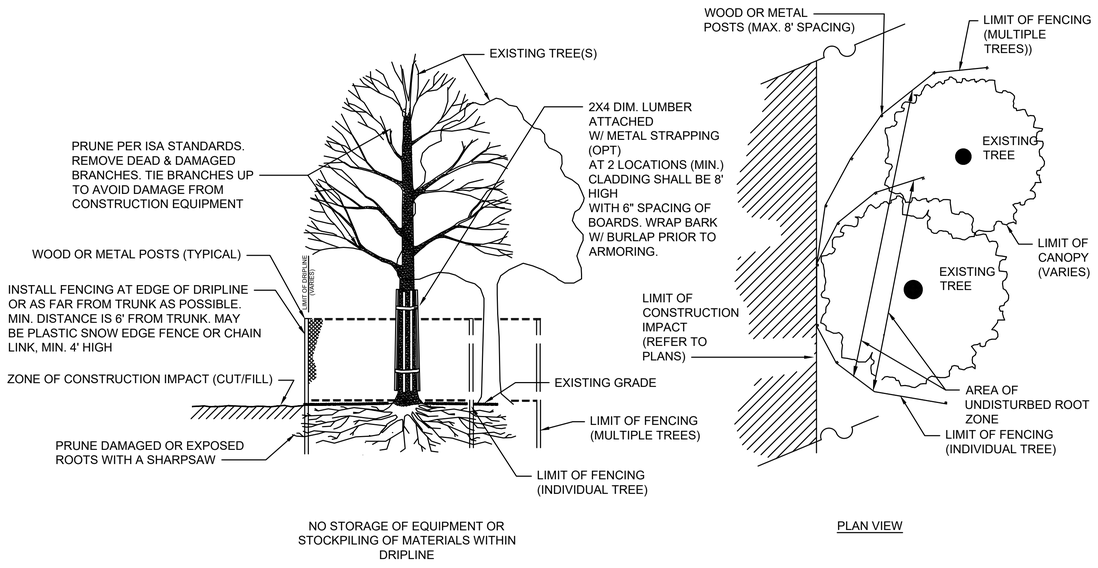
BENDS	B	C	D	E	F	BENDS	B	C	D	E	F
6" 11-1/4°	8"	15"	12"	24"	12"	6" 45°	8"	30"	12"	24"	14"
6" 22-1/2°	"	19"	"	"	13"	6" 90°	"	30"	"	"	27"
8" 11-1/4°	"	20"	"	"	12"	8" 45°	"	30"	"	"	24"
8" 22-1/2°	"	22"	"	"	17"	8" 90°	"	38"	"	"	36"
12" 11-1/4°	"	30"	"	"	15"	12" 45°	"	40"	"	"	40"
12" 22-1/2°	"	35"	"	"	26"	12" 90°	"	60"	"	"	52"
TEES	G	H	I	J		TEES	G	H	I	J	
6"x 6"x 6"	12"	24"	24"	18"		12"x12"x6"	12"	24"	24"	12"	
8"x 8"x 6"	"	"	"	"		12"x12"x8"	"	"	"	24"	
8"x 8"x 8"	"	"	"	24"		12"x12"x12"	"	36"	"	36"	



NOTES:
1. PROVIDE BLOCKS FOR TAPPING SLEEVES, DEAD ENDS, GATE VALVES AND VERTICAL BENDS, SAME SIZE AS REQUIRED FOR TEES.
2. PROVIDE ANCHOR RODS AT VERTICAL BENDS AND GATE VALVES
3. CONCRETE SHALL NOT BE PLACED AGAINST PIPE BEYOND FITTING.

CONCRETE THRUST BLOCK

SCALE: N.T.S.



TREE PROTECTION OF EXISTING TREE(S)

SCALE: N.T.S.

EXHIBIT A

MEDFIELD
OFF-SITE INTERSECTIONS
NORTH ST AT HARDING ST FUTURE SIDEWALKS
SHEET 1 OF1

NOTE:

THIS EXHIBIT IS PREPARED TO ILLUSTRATE THAT THE PROPOSED ROUNDABOUT DESIGN DOES NOT PROHIBIT THE ABILITY FOR POTENTIAL FUTURE SIDEWALKS AND CROSSWALKS TO BE IMPLEMENTED BY OTHERS. SCOPE SHOWN IN RED IS NOT INCLUDED IN CURRENT SCOPE OF WORK UNDER THE OFF-SITE INTERSECTION IMPROVEMENTS.

15677.00-STRP_FUTURE SIDEWALKS.DWG Plotted on 31-Mar-2025 11:09 AM

N

MAP 57 LOT 14

EXCLUSIVE USE EASEMENT

N/F
JAMES E. HOWLEY
3 HARDING STREET
MAP 57 LOT 12

N/F
JOSHUA B. BOCK
198 NORTH STREET
MAP 57 LOT 13

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 52

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

"LEFT TURNING TRAFFIC MUST YEILD"

MEET EXIST MARKINGS

LIMIT OF WORK
N 2897119.7938
E 706989.7064
STA 505+12
SAWCUT
MEET EXIST

505 PT +79.38

SWL DBYL SWL

2'

12.5' VARIES

W2-6

NORTH STREET

PC +20.34

R4-7

504

11' 1'

SYL SWL

2'

TWO D3-1(POS)
OM1-1

R6-1(L)(POS)
R6-1(R)(POS)
R1-2

PROP FUTURE SIDEWALK
LOCATION (TYP)
BY OTHERS

PROP FUTURE SIDEWALK
LOCATION (TYP) **BY OTHERS**

TWO D3-4(POS)
OM1-1

END OF MILL & OVERLAY
BEGIN FULL DEPTH PVMT
N 2896910.6666
E 706887.0257
STA 405+75
SAWCUT
MEET EXIST

R&S
R1-2

SWL 3' 1'

HARDING STREET

404 PT +87.62

SWL DBYL SWL

405 13' 13'

PC +16.51

2'

W2-6

VARIES

PT +69.65

406

SYL SWL

SYL SWL SWL

3' 1'

2'

R4-7

R6-1(L)(POS)
R6-1(R)(POS)
R1-2

R&S
R1-1
MA-D3 "NORTH ST"
MA-D3 "HARDING ST"

PROP FUTURE SIDEWALK
LOCATION (TYP)
BY OTHERS

407+00

SYL SWL

R6-4

PI +02.10

16'

2'

2' WDWL W/2'
GAPS (TYP)

PROP YIELD TRIANGLE (TYP)
(SEE DETAIL ON SHEET 21)

1'

R6-1(L)(POS)
R6-1(R)(POS)
R1-2

SWL 1' 2'

PROP FUTURE SIDEWALK
LOCATION (TYP) **BY OTHERS**

SWL 3'

TWO D3-4(POS)
OM1-1

SYL SWL

PROP FUTURE CROSSWALK
LOCATION (TYP) **BY OTHERS**

SYL SWL

502

PT +75.84

PRC +50.10

W2-6

R4-7

2' 1'

PC +13.37

NORTH STREET

501

DBYL

LIMIT OF WORK
N 2896699.0450
E 707147.6578
STA 500+49.92
SAWCUT
MEET EXIST

MEET EXIST MARKINGS

BENCHMARK B
MAG NAIL SET
UTILITY POLE #22
ELEV.=189.34
NAVD88

BENCHMARK A
MAG NAIL
UTILITY POLE #1.44
ELEV.=188.64'
NAVD88

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

N/F
DANIEL A. MEDEIROS
190 NORTH STREET
MAP 57 LOT 54

-20' WIDE SEWER EASEMENT

R&S
S3-1

S3-1

CONSTRUCTION NOTES

1. YIELD TRIANGLES SHALL BE REFLECTORIZED PREFORMED THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC UNLESS OTHERWISE NOTED.
2. WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS OTHERWISE NOTED.

0 20 50 100

SCALE: 1" = 20'

SPECIAL PROVISIONS

MEDFIELD
Off-Site Intersection Improvements
Harding Street at Hospital Road,
Harding Street at West Street,
and Harding Street at North Street

SCOPE OF WORK

The project proposes intersection roadway improvements at three intersections along Harding Street in Medfield, Massachusetts. The three intersections include Harding Street at Hospital Road, Harding Street at West Street, Harding Street at North Street. The following improvements are proposed at each of the three intersections:

Harding Street at Hospital Road - Reconfigure to a T-intersection

- Mill and overlay existing pavement
- Full depth pavement reconstruction
- Install HMA curb line to remove unnecessary pavement
- Construct minor full depth pavement construction at existing island
- Construct minor roadway widening around intersection curb returns and driveways
- Install loam and seed
- Install signing and pavement markings

Harding Street at West Street: - Reconfigure to a T-intersection

- Mill and overlay existing pavement
- Construct minor roadway widening around intersection curb returns and driveways
- Install TL-2 W-beam highway guardrail
- Install catch basin structure and RCP drain pipe
- Install loam and seed
- Install signing and pavement markings

Harding Street at North Street: - Reconfigure to a roundabout

- Full depth pavement reconstruction
- Install granite curb and cement concrete median splitter islands at roundabout
- Install M-100 granite curb / granite curb for center circle
- Install stamped concrete truck apron
- Construct minor roadway widening around intersection curb returns and driveways
- Remove and reset hydrant
- Install loam and seed
- Install signing and pavement markings

The work includes pavement milling, pavement overlay, full depth pavement reconstruction, earth excavation, hot mix asphalt curbing, granite curbing, stamped cement concrete truck apron, cement concrete medians, drainage, highway guard reconstruction, as well as pavement markings, signage, landscaping/seeding and other incidental work.

All work under this contract shall be done in conformance with the *Standard Specifications for Highways and Bridges* dated *2025 Standard Specifications for Highways and Bridges*; the *2025 Construction Standard Details,* the *1990 Standard Drawings for Signs and Supports*; the *1996 Construction and Traffic Standard Details* (as relates to the Pavement Markings details only); *The 2015 Overhead Signal Structure and Foundation Standard Drawings*, the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

The General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division I of the Standard Specifications.

ENGINEERING DIRECTIVES

Contractors can access MassDOT, Highway Division Engineering Directives at:
https://www.mass.gov/info-details/massdot-highway-engineering-directives

WORK SCHEDULE

A minimum of one 11' travel lane shall be provided, except for short duration, overnight street closures and corresponding detours. No work that will disrupt the provided one 11' travel lane per direction (i.e., additional lane closures, street closures, lane shifts, trenching, etc.) shall be done on a weekday from 6:00AM to 9:00AM and from 3:00PM to 6:00PM.

Night work may be allowed for select construction activities (utility connections, milling, paving, pavement marking installation, etc.) as approved by the Engineer, and the Town of Medfield. All equipment and personnel must be removed from the roadway prior to 5:00 AM

The Contractor may request additional work hours including nights from the Town of Medfield.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK

Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer for approval, a plan (based on the Contract traffic management plans) that indicates the traffic routing proposed by the Contractor during the various stages, time periods of the work, and the temporary traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties.

Attention is directed to the fact that this is a high volume roadway and as such the Contractor's personnel and equipment shall be well off the traveled way and shoulders by the times specified in the contract. Under no circumstance should a Contractor close a travel lane or in any way affect traffic outside the specified work hours. Travel lanes of the roadway must be fully open to traffic

prior to the start and after the end of the approved work schedule. In no case will operations commence prior to specified work hours. This includes traffic set-ups that restrict the flow of traffic.

The number of simultaneous work locations that the Contractor will be permitted to work is subject to the approval of the Engineer. If more than two (2) work locations are proposed at any time, a request must be submitted for approval to the Engineer which must include the proposed daily work activities and locations, along with the proposed limits of the work zone setups.

The Contractor shall notify the Engineer in writing two (2) weeks in advance of any proposed temporary roadway closures necessary to complete the work. Work on roadways shall proceed only on such sections and widths thereof as will be approved by the Engineer.

The Contractor shall serve written notice to all abutters two weeks in advance of any reconstruction work adjacent to their property, and during such time that construction is in progress, provide safe access to the abutting properties. The Contractor shall always schedule his operations to minimize interruption to the normal flow of traffic.

The Contractor shall provide safe and ready means of ingress and egress to all stores and shops, public and private and professional offices, and any other businesses or residences within the project limits, both day and night, for the duration of the project. Any temporary access disruption during business hours shall be coordinated with the owner prior to scheduling the work.

The micromilling operations shall be scheduled to minimize the duration and placement of traffic on the micromilled surface. The limits of micromilling production are subject to the approval of the Engineer.

Temporary pavement markings shall be applied to the micro-milled and newly paved areas at the end of each work shift or as required by the Engineer. Pavement markings no longer applicable, which may create confusion, shall be obliterated. During milling and paving operations all stop lines and cross walks affected by those operations are to be restored during the same work shift of the approved work hours.
All sidewalks shall be safe and open to pedestrians by the end of each work shift of the approved work hours. Temporary wheelchair ramps may be needed to maintain access at driveways and intersections.

The Contractor is responsible for sweeping and cleaning of surfaces beyond the limits of the project required to clean up material caused by spillage or vehicular tracking during the various phases of the work. The Contractor is responsible for repairing roadways damaged by construction vehicles. Payment for maintenance and cleaning of roads will not be paid for separately but shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

At the end of each working day where trenches in areas of public travel are covered with steel plates, each steel plate shall be recessed.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

COOPERATION OF THE CONTRACTOR

(Supplementing Subsections 5.05 and 5.06)

Agents of various public service agencies, municipal and State Departments, and private site contractors may be entering on the work site to remove existing utilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

Any member of the Conservation Commissions, or their respective agents, MassDEP, or its agents, and Army Corps of Engineers, or its agents shall have the right to enter and conduct site inspections throughout the construction process to evaluate compliance with the conditions of MassDEP Variance. Such visits may be scheduled with the Engineer, or other individual designated by Applicant. The contractor shall respond to all requests made by the MassDEP within ten (10) business days, or sooner, if directed to do so by MassDEP, to comply with the terms of the Variance or to prevent potential environmental damage to resource areas. The Contractor shall direct all questions concerning environmental requirements to the Engineer who shall coordinate with the Environmental Programs Unit in Construction.

The Contractor and all environmental personnel required under the contract specifications will attend an on-site environmental pre-construction meeting to be held prior to the start of construction. Said meeting will be coordinated by the Engineer and the Construction Division's Environmental Programs Unit.

MATERIAL REMOVED AND STACKED

The Contractor shall carefully remove, transport and stack all material that, in the opinion of the Engineer, is salvageable. The material shall be stacked at Town of Medfield Department of Public Works (DPW) at 459 Main Street, Medfield, MA 02052. The Contractor shall coordinate with the Town of Medfield DPW or the Engineer to schedule drop-off time and location.

DOCUMENTATION OF EXISTING CONDITIONS

Before any work commences, the Contractor shall video document existing conditions for each private property within the project limits. The videos shall clearly show the existing conditions of each property including any inside and outside building foundations, walls, wells, fences and landscape areas. At the end of all construction activities, the Contractor shall take a post construction video of the same areas. The Contractor shall provide the Engineer with two copies of the video documentations. No separate payment will be made for the video documentations, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

PLANS

(Supplementing Subsection 5.02)

The Contractor shall furnish Mylar "AS BUILT" plans of the completed project to the Engineer. These "AS BUILT" plans shall be furnished prior to the date of final acceptance.

No separate payment will be made for "AS BUILT" plans, but all costs in connection therewith shall be included in the prices bid for the various Contract items of work.

"AS BUILT" plans shall contain all information shown on the contract drawings and shall clearly indicate areas where changes were made during construction.

The "AS BUILT" plans shall be titled "AS BUILT" and stamped and dated by a Professional Engineer of the appropriate discipline registered in Massachusetts. The Professional Engineer's stamp is required to certify any changes made to the contract drawings and shall not dictate responsibility for the original design drawings.

The "AS BUILT" plans will provide a record of constructed improvements that include signal system layout, utility infrastructure, aerial utilities, and walls. The "AS BUILT" plans are for future reference; therefore partial plan sets will not be accepted. The Contractor may elect to use a combination of reproducible duplicates of the design drawings and revised CAD drawings to provide a complete set of "AS BUILT" plans.

HOLIDAY WORK RESTRICTIONS

(Supplementing Subsection 7.09)

The Town of Medfield may authorize work to continue during these specified time periods if it is determined by the Town that the work will not negatively impact the traveling public.

Below are the holiday work restrictions:

New Years Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the local police chief.

Martin Luther King's Birthday (Federal Holiday)
No work restrictions due to traffic concerns, however work on local roadways requires permission by the local police chief.

President's Day (Federal Holiday)
No work restrictions due to traffic concerns, however work on local roadways requires permission by the local police chief.

Juneteenth
No work restrictions due to traffic concerns, however work on local roadways requires permission by the local police chief.

Independence Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the local police chief.

Labor Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Columbus Day (Federal Holiday)
No work on major arterials from 5:00 AM on the Friday before, until the normal start of business on the following day

Veterans' Day (Federal Holiday)
No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)
No work on major arterials from 5:00 AM two days before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)
No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day.

DRAINAGE AND SANITARY SEWER CASTINGS

All drainage and sanitary sewer castings in new pavement areas shall be adjusted to intermediate course grade, as directed by the Engineer, and adjusted to proposed finish surface grade prior to placement of the pavement surface course.

SAWCUTTING

All sawcutting shall be incidental to the applicable items.

EXISTING PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by the Contractor as required by the Engineer at no cost to the Owner.

ORDER OF CONDITIONS

The Contractor is advised that the Order of Conditions, #_____ issued by the Town of Medfield on X/X/XXXX is part of this contract. A copy of this order is included within these special provisions.

The Contractor shall be responsible for meeting all the orders for conditions attached. No separate payment will be made for complying with the orders of conditions, except as noted in the special provisions, but all costs in connection therewith shall be included in the unit prices bid for the various contract items.

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NUMBER SIGN

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the contractor with no additional compensation other than the contract unit prices.

For this project the Massachusetts Department of Environmental Protection File Number is XXX-XXX.

ENVIROMENTAL PERMITTING

If Contractor erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water, wetland resource areas, buffer zones, etc., the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Engineer in writing a minimum of 60 days prior to the desired commencement of the proposed activity. The Contractor is advised that a delay claim will not be entertained due to the time required to modify or obtain additional environmental permits.

As a supplement to Section 7.00 of the Standard Specifications, the Contractor is reminded that no debris of any type shall be allowed to enter water or wetland resource areas, either temporarily or permanently.

ACCESS TO UTILITIES

The Contractor shall provide access to the Owner of any private or publicly owned utility in the event of an emergency. The Contractor shall accurately locate any structures whenever the structures are to be lowered below grade. The Contractor shall be available to access any buried structure 24 hours a day with a minimum 1 hour response time.

PROTECTION OF UTILITIES AND PROPERTY

(Supplementing Subsection 7.13)

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall be responsible for the repair or replacement, at no additional cost to the Owner, of any damage to such structures caused by construction operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If during construction there is an existing utility and/ or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures. The Engineer will, as soon as possible identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

No separate payment will be made for labor, materials, equipment, the work involved in protecting or repairing property as specified in this Heading, but all costs in connection therewith shall be included in the various Contract items of work.

NOTICE TO OWNERS OF UTILITIES

(Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately-owned utilities at least one week in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The Contractor's attention is further directed to the requirements of Work in the Immediate Vicinity of Certain Underground Structures and Poles herein included in these Special Provisions.

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed:

TOWN OF MEDFIELD

Medfield Department of Public Works (DPW)
459 Main Street
Medfield, MA 02052

Kenneth Feeney
(508) 359-8505 Ext. 602

Medfield Fire Department
110-114 North Street
Medfield, MA 02052

Chief William Kingsbury
Phone: (508) 359-2323

Medfield Police Department
112 North Street
Medfield, MA 02052

Chief Michelle Guerette
Phone: (508) 359-2315

Water

Medfield DWP
459 Main Street
Medfield, MA 02052

Kenneth Feeney
(508) 359-8505 Ext. 602

Sewer

Medfield DWP
459 Main Street
Medfield, MA 02052

Kenneth Feeney
(508) 359-8505 Ext. 602

Electric

Eversource Electric "A"
1165 Massachusetts Avenue
Dorchester, MA 02125

Kim Khounesombat
Email: kim.khounesombat@eversource.com

Telephone

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780

Karen Mealey
Phone: (774) 409-3160

Gas

Eversource Gas
995 Belmont Street
Brockton, MA 02301

Brenden Pitts
Phone: (508) 895-4818

Cable

Comcast Cable Corporation
PO Box 6505, 5 Omni Way
Chelmsford, MA 01824

Wendy Brown
Phone: (978) 848-5163

Medfield Fiber Optics-Blake Middle School
24 Pound Street
Medfield, MA 02052

Owen Ocorcora
Phone: (508) 740-3090

Eversource Fiber
247 Station Drive, Mail Stop: SUM SE 320
Westwood, MA 02090

Bechir Khoury
Phone: (781) 441-3864

Other

Verizon Wireless Small Cell
20 Alexander Drive
Wallingford, CT 06492

Liz Gidden
Email: elizabeth.glidden@verizonwireless.com

EVERSOURCE GAS

Within the limits of this project Eversource owns and maintains gas mains. Eversource standard conditions for working around existing gas infrastructure apply to this project. If any of Eversource's gas facilities become exposed, code requires that Eversource is notified to inspect the line before backfilling. Any damage that may have been made to the pipe or coating shall be repaired before backfilling.

In addition to the areas where Eversource gas infrastructure overlaps with the projects proposed infrastructure, be aware of sawcuts over any gas infrastructure, but especially services because they are on average 18" below grade. Hand tools shall be used when digging above gas facilities to prevent possible damage. On average gas mains are 36" below grade.

EVERSOURCE EMERGENCY TELEPHONE NUMBERS

GAS:	ELECTRIC:
Outage/ Emergency: 800-592-2000	Outage/ Emergency: 800-592-2000 or 844-726-7562
New Service: 866-678-2744	New Service: 1-888-633-3797 (1-888-need pwr)
Customer Support: 800-592-2000	Customer Support: 1-800-340-9822

NEW INTRODUCTIONS OF INVASIVE PLANTS INTO OR AROUND THE SITE

(Supplementing Subsections 7.01(D) Plant Pest Control and 7.13 Protection and Restoration of Property)

The Contractor shall ensure that no invasive plant species, as defined and listed by the Massachusetts Invasive Plant Advisory Group, are introduced or moved around the site by construction activities either by improperly cleaned construction equipment or importation of infected materials such as borrow, compost, nursery stock, seed, or hay bales. Corrective measures, if necessary, shall be made by the Contractor as directed by the Engineer. The Contractor shall be solely responsible for all costs associated with ensuring that invasive species are not introduced or moved around the site by construction activities and for all corrective measures required for as long as necessary to eliminate the introduced invasive plant species and prevent re-establishment of same.

DUST CONTROL

The Contractor is advised that dust control is a concern of the Town. The Contractor shall apply approved dust control material as directed by the Engineer.

PRESERVATION OF ROADSIDE GROWTH

(Section 8.08 shall be amended as follows)

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees so that the root systems, trunks, and branches are not damaged. All precautions shall be taken to ensure that heavy equipment does not damage any roots, including those that lie below the limits of excavation.

Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing.

Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts or any other pollutant during construction.

All cutting or trimming of trees to be preserved shall be performed by a Massachusetts Certified Arborist. The Contractor shall provide the Engineer with a copy of the certification prior to any work on trees.

Existing plants adjacent to construction may be protected as a group using temporary tree protection fence as specified under Item 102.521. Individual trees close to construction may be protected using individual tree protection as specified under Item 102.511.

Trees that, in the judgment of the Engineer, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or, with a quantity of 2 inch caliper replacement trees (the quantity of which shall be determined by the Engineer) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height. Cost of replacement trees shall be paid by the Contractor.

Cost of removal of destroyed tree, including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

BI-WEEKLY CONSTRUCTION MEETINGS

The Contractor shall attend bi-weekly construction coordination meetings with the Engineer, the designated community representatives from the Town of Medfield and other project stakeholders. These meetings shall serve to update the communities on the anticipated upcoming work efforts, including work hours, potential community impacts, and applicable mitigation.

No separate payment will be made for the bi-weekly meetings, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

ITEM 102.511 TREE PROTECTION – ARMORING & PRUNING EACH

The work under this item shall conform to the relevant provisions of Sections 771 and shall be for furnishing and installing temporary tree trunk protection and for limb pruning to prevent injury to the tree from construction equipment and activities.

Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It is to be used where shown on the plans and as directed by the Engineer.

References

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected material shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 wood cladding with wire or metal strapping, or, for instances when duration of construction activities is less than three months, corrugated plastic pipe mounted with duct tape. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch or as recommended by the Arborist. Material and methods shall be approved by the Engineer.

Other materials or methods may be acceptable if approved by MassDOT Landscape Design or an Arborist.

Methods Of Work

Prior to construction activities, the Engineer, the Contractor, the Town Tree Warden, and the Arborist, if specified, shall review trees noted on the plans to be protected. Final decision as to trees armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

Damages & Penalties

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by MassDOT.

ITEM 102.511 (Continued)

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of $500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include cleanup of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per each. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

In the event of tree damage, cost of Arborist services, of remediation measures, and/or tree removal will be borne by the Contractor.

Payment under this item will be scheduled throughout the length of contract:

- 40% of value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% shall be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

In the event of irreparable damage due to lack of proper protective measures being take there will be no compensation in addition to the $500.00 per diameter inch penalty.

ITEM 102.521 TREE AND PLANT PROTECTION FENCE FOOT

The work under this Item shall conform to the relevant provisions of Sections 644 and 771 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, removing and resetting, maintaining fence in a vertical and effective position at all times, and final removal of temporary fence.

The purpose of the fence is to prevent damage to tree roots, tree trunks, soil, and all other vegetation within a delineated Tree and Plant Protection Zone (TPPZ) as shown on the plans, as required by the Engineer, and as described herein.

Protection shall be for the duration of the construction activities unless otherwise directed.

MATERIALS

Temporary Fence shall be such that it provides a minimum 48-inch tall barrier that remains vertical and effective (not sagging) for the duration of period required. Fence shall be plastic orange safety fence (recommended where high visibility is necessary), wooden snow fencing, or other approved material.

Per the Arborist or Engineer, additional posts, deeper post depths, and/or additional attachments will be used if the fabric or fence sags, leans or otherwise shows signs of failing to create a sufficient barrier to access.

References

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

Establishment Of TPPZ

Fencing shall be used for construction areas, staging areas, and stockpile areas as shown on the plans and as required by the Engineer to establish the Tree and Plant Protection Zone (TPPZ).

Fence shall be located as close to the work zone limit and as far from the trunk as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected.

When construction activities surround (or have the potential to surround) trees or plants to be protected, a circular enclosure shall be used. In these instances, the TPPZ limit shall be the Drip Line of each tree or as close as possible to the Drip Line, and as shown on the plans and details. The Drip Line is defined as the limit of tree canopy.

ITEM 102.521 (Continued)

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer, including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets; and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks.

Method Of Work

Fence shall be installed prior to any construction work or staging activities and shall be installed and maintained in a vertical and effective position at all times.

Fence shall be repositioned where and as necessary for optimum effectiveness. Repositioning shall be incidental to this item. Fence shall not be moved without prior approval by the Engineer.

The TPPZ shall be protected at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance. In the event of spills, compaction or damage, the Contractor shall take corrective action immediately using methods approved by the Engineer in coordination with an Arborist.

After construction activities are completed, or when directed by the Engineer, fence, stakes, and other materials shall be removed and disposed of off-site by the Contractor.

Required Work within the TPPZ

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures may be required for tree protection and preservations, including air spading, the use of six inch depth of wood chips or approved matting for root protection, pruning of branches, and/or trunk protection. These protection measures will be paid under applicable items.

Landscaping work specified within the TPPZ shall be accomplished by hand tools. Where hand work is not feasible, with permission of the Engineer, work shall be conducted with the smallest mechanized equipment necessary.

Tree And Plant Damages Or Loss

If the TPPZ is intruded upon, at the discretion of the Engineer, the Contractor will be required to provide a more durable barrier (e.g., Jersey Barriers) to secure the area. Cost of furnishing and installing additional or more durable barrier shall be borne by the Contractor.

If the Contractor intrudes into a TPPZ without approval, soil will be considered compacted and tree root damage will be assumed. Action will be taken as specified below.

ITEM 102.521 (Continued)

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his or her own expense obtain an Arborist. The Arborist shall be approved by MassDOT.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of $500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

Shrubs will be replaced with a plant of similar species and equal size or the largest size plants reasonably available. The Engineer will approve the size and quality of the replacement plant. Replacement will include a minimum of one year of watering and care.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.521 will be measured and paid by the foot of Tree and Plant Protection Fence, complete in place. This includes all labor, materials, equipment, maintenance, final removal and disposal of the protective materials, damages repair, and all incidental cost required to complete the work.

Payment of 40 percent of value will be made upon installation of Fence. The remaining 60 percent will be made when protection materials have been removed and disposed of off-site.

No separate payment will be made for costs of remedial actions, including addition of more durable barriers, or arborist services, but all costs in connection therewith shall be included in the Contract unit price bid.

In the event of irreparable damage due to lack of proper protective measures being taken there will be no compensation in addition to the $500.00 per diameter inch penalty.

ITEM 141.1 TEST PIT FOR EXPLORATION CUBIC YARD

Work under this item shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following:

The Contractor shall not perform any test pits exploration without the approval of the Engineer for the test pit location and size.

The Engineer may require hand excavation or vacuum explorations to ensure no damage to surrounding utilities.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 141.1 will be measured and paid per Subsection 140.81 of the Standard Specifications.

Patching required to restore the surface to be paid for under Item 472.

ITEM 507.15 GRANITE CURB TYPE T-100 – TRAVERSABLE - CURVED FOOT

The work under this item shall conform to the relevant provisions of Section 501 of the Standard Specifications and the following:

Granite curb type T-100 shall be constructed as shown in the plans. Any designated cement concrete that is acceptable to the engineer under Section M4 of the Standard Specifications shall be used for the footing and shall be placed on three sides of the curbing.

Granite curb type T-100 shall be supplied in consistent lengths of approximately 6 feet. No pieces shorter than four feet shall be allowed. The curb shall be cut to the required curvature. The beveled edge of the traversable granite curb should be clean cut at an angle as detailed. Surface wind marks or jagged edges will not be allowed.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 507.15 will be measured for payment by the Foot of granite curb installed, complete in place. Measurements will be taken along the front of the curb.

Item 507.15 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, concrete, and incidental costs required to complete the work.

ITEM 701.3 CEMENT CONCRETE SPLITTER ISLAND SQUARE YARD

ITEM 701.4 STAMPED CEMENT CONCRETE TRUCK APRON SQUARE YARD

The work under this item shall conform to the relevant provisions of Sections 476, 701 and 901 of the Standard Specifications and the following:

The depth of concrete for the truck apron shall be 8 inches as shown on the plans.

The depth of concrete median splitter islands shall be 4 inches as shown on the plans.

Stamped cement concrete truck apron shall contain a 6-inch by 6-inch W1.4 x W1.4 welded steel as shown on the plans.

The stamped cement concrete shall be the color of XXX [to be coordinated with the Town of Medfield] and integrally colored (i.e., incorporated through-out the mix).

Prior to ordering materials, the Contractor shall submit to the Engineer for approval, color samples of each cement concrete type. Samples of other materials to be used and samples for testing shall be submitted as requested by the Engineer.

A 4 foot by 4 foot cured "mock up" shall be constructed for review and approval by the Engineer in consultation with the Town of Medfield.

Materials

Colored Admixture for integrally colored concrete shall be:

A. colored, water-reducing, admixture containing no calcium chloride with coloring agents that are lime proof and UV resistant. Colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494, and AASHTO M194.

B. Color shall be XXXX, as selected by Engineer in consultation with the Town.

C. Curing Compound for Integrally Colored Concrete: Curing compound shall comply with ASTM C309, be suitable for exterior use and of same manufacturer as colored admixture, for use with integrally colored concrete.

Concrete Color

Cement: Color shall be white.

Sand: Color shall be locally available natural sand

Colored Admixture: Color Base as selected by the Engineer in consultation with the Engineer.

Colored Hardener: Color Hardener as selected by Engineer in consultation with the Engineer.

Stamp/Imprinting Pattern: Use a custom stamp pattern on the surface of the reinforced cement concrete truck apron. The stamp pattern shall be XXXX [to be coordinated with the Town of Medfield.

Powder Antiquing Release Agent: As selected by Engineer from manufacturer's standard colors.

Curing Compound: Curing & sealing compound shall be as per the manufacturers' recommendations.

Application

Concrete mix design:

Minimum Cement Content: 5 sacks per cubic yard of concrete.

Slump of concrete shall be consistent throughout Project at 4-inches or less. At no time shall slump exceed 5-inches. If super plasticizers are allowed, slump shall not exceed 8-inches.

Do not add calcium chloride to mix as it causes mottling and surface discoloration.

Supplemental admixtures shall not be used unless approved by manufacturer.

Add colored admixture to the mix according to manufacturer's written instructions in premeasured bags, not by weight of cement content.

Installation

Install concrete according to requirements of Division 3 Section "Cast-In-Place Concrete."

Do not add water to the mix in the field.

Surfaces shall be uniformly stamped/imprinted, applying the pattern according to the tool manufacturer's instructions. Touch-up pattern and finish edges with hand tools as necessary.

Apply curing and sealing compound for integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques. Apply curing and sealing compound at consistent time for each pour to maintain close color consistency. Curing compound shall be same color as the colored concrete and supplied by same manufacturer of the colored admixture.

Precautions shall be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5 *Plastic Shrinkage Cracking* published by the National Ready Mixed Concrete Association. Do not cover concrete with plastic sheeting.

Minor variations in appearance of colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

METHOD OF MEASUREMENT

Items 701.3 and 701.4 will be measured by the square yard of surface, complete in place.

BASIS OF PAYMENT

Items 701.3 and Item 701.4 will be measured and paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for the joint sealer or backer rods, wire mesh, but all costs in connection therewith shall be included in the unit price bid.

No separate payment will be made for the preparation of the "mock up". All costs in connection therewith shall be included in the unit price bid.

ITEM 756. NPDES STORM WATER POLLUTION PREVENTION PLAN LUMP SUM

This Item addresses the preparation and implementation of a Storm Water Pollution Prevention Plan required by the National Pollutant Discharge Elimination System (NPDES) and applicable Construction General Permit (CGP) issued by the U.S. Environmental Protection Agency (EPA).

Pursuant to the Federal Clean Water Act, construction activities which disturb one acre or more are required to apply to the EPA for coverage under the NPDES General Permit for Storm Water Discharges from Construction Activities. On February 16, 2012 (77 FR 12286), EPA issued the final NPDES Construction General Permit (CGP) for construction activity. The Contractor shall be fully responsible for compliance with the CGP. Should a fine or penalty be assessed against it, or MassDOT, as a result of a local, state, or federal enforcement action due to non-compliance with the CGP, the Contractor shall take full responsibility.

The NPDES CGP requires the submission of a Notice of Intent (NOI) to the EPA prior to the start of construction (defined as any activity which disturbs land, including clearing and grubbing). There is a fourteen (14) day review period commencing from the date on which EPA enters the Notice into their database. The Contractor is advised that, based on the review of the NOI, EPA may require additional information, including but not limited to, the submission of the Storm Water Pollution Prevention Plan (SWPPP) for review. Work may not commence on the project until final authorization has been granted by EPA. Any additional time required by EPA for review of submittals will not constitute a basis for claim of delay.

In addition, if the project discharges to an Outstanding Resource Water, vernal pool, or is within a coastal ACEC as identified by the Massachusetts Department of Environmental Protection (DEP), a separate notification to DEP is required. DEP may also require submission of the Storm Water Pollution Prevention Plan for review and approval. Filing fees associated with the notification to DEP and, if required, the SWPPP filing to DEP shall be paid by the Contractor.

The CGP also requires the preparation and implementation of a SWPPP in accordance with the afore-mentioned statutes and regulations. The Plan will include the CGP conditions and detailed descriptions of controls of erosion and sedimentation to be implemented during construction. It is the responsibility of the Contractor to prepare the SWPPP to meet the requirements of the most recently issued CGP. The Contractor shall submit the Plan to the Engineer for approval at least four (4) weeks prior to any site activities. It is the responsibility of the Contractor to comply with the CGP conditions and the conditions of any state Wetlands Protection Act Order, Water Quality Certification, Corps of Engineers Section 404 Permit and other environmental permits applicable to the project and to include in the SWPPP the methods and means necessary to comply with applicable conditions of said permits (reference to Part 9.1.1 of the 2012 CGP).

ITEM 756. (Continued)

It is the responsibility of the Contractor to complete the SWPPP in accordance with the EPA CGP, provide all information required, and obtain any and all certifications as required by the CGP. Any amendments to the SWPPP required by site conditions, schedule changes, revised work, construction methodologies, and the like are the responsibility of the Contractor. Amendments will require the approval of the Engineer prior to implementation.

Included in the CGP conditions is the requirement for inspection of all erosion controls and site conditions on a weekly basis as well as after each incidence of rainfall exceeding 0.25 inches in twenty-four hours. For multi-day storms, EPA requires that an inspection must be performed during or after the first day of the event and after the end of the event. The CGP requires that inspections be performed by a qualified individual. MassDOT requires proof of completion of a 4 hour minimum sedimentation and erosion control training class current to the latest CGP. This individual can be, but not limited to, someone that is either a certified inspector, certified professional, or certified storm water inspector. The documentation shall be included as an appendix in the SWPPP. The Engineer must approve the contractor's inspector. This individual shall be on-site during construction to perform these inspections. In addition, if the Engineer determines at any time that the inspector's performance is inadequate, the Contractor shall provide an alternate inspector. Written weekly inspection forms, storm event inspection forms, and Monthly Summary Reports must be completed and provided to the Engineer. Monthly Summary Reports must include a summary of construction activities undertaken during the reporting period, general site conditions, erosion control maintenance and corrective actions taken, the anticipated schedule of construction activities for the next reporting period, any SWPPP amendments, and representative photographs.

The Contractor is responsible for preparation of the Plan, all SWPPP certifications, inspections, reports and any and all corrective actions necessary to comply with the provisions of the CGP. Work associated with performance of inspections is not included under this Item. The Standard Specifications require adequate erosion control for the duration of the Contract. All Control measures must be properly selected, installed, and maintained in accordance with manufacturer specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately or is no longer adequate, it is the responsibility of the Contractor to replace or modify the control for site conditions at no additional cost to the Department. Contractor must maintain all control measures and other protective measures in effective operating condition and shall consider replacement of erosion controls for each construction season.

This Item addresses acceptable completion of the SWPPP, any revisions/amendments required during construction, and preparation of monthly reports. In addition, any erosion controls beyond those specified in bid items elsewhere in this contract which are selected by the Contractor to facilitate and/or address the Contractor's schedule, methods and prosecution of the work shall be considered incidental to this item.

ITEM 756. (Continued)

The Contractor is advised The CGP provides specific requirements for temporary and final stabilization. This shall be incorporated into the project schedule. The permit defines specific deadline requirements for Initial Stabilization ("immediately", i.e., no later than the end of the next work day following the day when earth-disturbing activities have temporarily or permanently ceased) and for Complete Stabilization Activities (no later than 14 calendar days after the initiation of stabilization). Stabilization criteria for vegetative and non-vegetative measures are provided in the CGP.

The CGP requires the submission of a Notice of Termination (NOT) from all operators when final stabilization has been achieved, as well as removal and proper disposal of all construction materials, waste and waste handling devices, removal of all equipment and construction vehicles, removal of all temporary stormwater controls, etc. . Approval of final stabilization by the Engineer and confirmation of submission of the NOT will be required prior to submission of the Resident Engineer's Final Estimate. The permittee is required to use EPA's electronic NOI system or "eNOI system" to prepare and submit NOT. The electronic NOT form can be found at https://www.epa.gov/npdes/stormwater-discharges-construction-activities#ereporting . If you are given approval by the EPA Regional Office to use a paper NOT, you must complete the form in Appendix K of the 2012 CGP.

COMPENSATION

Payment for all work under this Item shall be made at the contract unit price, lump sum, which shall include all work detailed above, including Plan preparation, required revisions, revisions/addenda during construction, monthly reports and filing fees.

Payment of fifty (50) % of the contract price shall be made upon acceptance of the Stormwater Pollution Prevention plan. Payment of forty (40) % of the contract price shall be made in equal installments for implementation of the Stormwater Pollution Prevention plan. Payment of the final ten (10) % of the contract price shall be paid upon satisfactory submissions of a Notice of termination (NOT) when final stabilization has been achieved.

ITEM 864.036 PAVEMENT LEGENDS REFLECTORIZED PREFORMED THERMOPLASTIC - YIELD TRIANGLE EACH

The work under these Items shall conform to the latest Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts amendments and the following:

The work shall consist of preparing pavement surfaces, along with furnishing and installing retroreflective preformed thermoplastic legends and symbols associated with the roundabout and bicycle pavement markings at locations shown on the plans or as requested by the Engineer, and in accordance with this special provision.

The work shall consist of the furnishing and application of preformed thermoplastic markings as shown on the plans.

The Contractor shall provide all labor and material (i.e. propane fueled torch with pressure regulator and hose, tape measure, utility knife, putty knife, hammer, chisel, chalk sticks and snap lines, sealer, adequate supply of propane) and all other equipment, materials and incidental costs necessary to complete the installation of the preformed thermoplastic markings.

SUBMITTALS

Within 30 days following execution of the Contract, the Contractor shall submit shop drawings for the performed thermoplastic material, and the manufacturer's materials specifications to the Engineer in accordance with the relevant provisions of MassDOT Standards Section 815.20.

No work shall be commenced by the Contractor until approval of the shop drawings and manufacturer's data has been received in writing from the Engineer. Approval of these drawings will be general in character and shall not relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship conforming to the plans and specifications.

The Contractor shall deliver to the Engineer a certificate of compliance with the manufacturer for all materials purchased from the manufacturer.

MATERIALS

All preformed markings shall be selected from the following suppliers or approved equivalent:

- PreMARK Bike Marking, with ViziGrip, as manufactured by Flint Trading, Inc., 115 Todd Court, Thomasville, NC 27360.
- Ozark Materials, LLC 591 Glendale Avenue, Greenville, AL 36037
- SWARCO Industries, LLC, 270 Rutherford Lane, Columbia, TN 38402

The preformed markings shall have a thickness of 90 mils.

When applied, the surface of the markings shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM:E 303.

The legends and symbols, along with the manufacturers' item numbers, are as follows:

Legends & Symbols	**Manufacturer's Item No.**		
	PreMark	**Rae Paint**	**Ozark**
Yield Triangles	8231002	3543	OZ-YH1004-090

CONSTRUCTION METHODS

Application

In advance of the preformed marking installations, the Contractor shall mark, on site, the preformed markings with any changes required by field conditions such as manholes. The marking layouts shall be inspected and approved by the Engineer before the markings are installed.

The Contractor shall provide certification, to the Engineer, from the manufacturer documenting the Contractor's qualifications to install the preformed markings in a manner acceptable to the manufacturer and documented in installation materials provided by the manufacturer.

Prior to installation, the pavement shall be dry and free of dirt, debris, deicing agents, chemicals, and significant oily substances.

The Contractor shall be responsible for controlling and minimizing airborne dust and similar debris generated by surface preparation and cleanup to prevent a hazard to motor vehicle operation, pedestrians, or nuisance to adjacent property.

Observations

The preformed markings shall be subject to a 180-day observation period under normal traffic conditions. The observation period shall begin with the satisfactory completion and acceptance of the work by the Engineer and MassDOT.

The preformed markings shall show no signs of failure such as: blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicle damage. MassDOT reserves the right to check the color and retroreflectivity any time prior to the end of the observation period.

The Contractor, at no additional cost to MassDOT, shall replace any preformed markings that do not perform satisfactorily under the 180-day observation period.

Warranty

The Manufacturer shall warrant the preformed markings against material defects for a period of one year from the date of the acceptance letter of the project by MassDOT.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The work under Item 864.036 will be measured and paid for at the Contract unit price per EACH, which price shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 866.104 4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) FOOT

ITEM 867.104 4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) FOOT

Work under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

All permanent pavement markings supplied under these items shall conform to the applicable MassDOT's standards for 6 Inch Reflectorized White Line (Thermoplastic) and 6 Inch Reflectorized Yellow Line (Thermoplastic).

The work under these items shall consist of providing, installing, maintaining the 4 inch wide reflectorized white and yellow pavement marking lines, as shown on the plans or as directed by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 866.104 and 867.104 will be measured and paid for at the Contract unit prices per foot, which prices shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 874.2 TRAFFIC SIGN REMOVED AND RESET EACH

The work under these items shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The work under this Item shall include the dismantling, removal, transporting, storing, and reseting at new locations all existing signs, attachment hardware and sign support posts not included under other sign items as shown on the drawings and as requested by the Engineer .

Included under this Item are Warning-Regulatory and Route Marker signs, and miscellaneous directional signs.

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new materials at no additional cost to the Owner. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 874.2 will be measured for payment by the Each traffic sign that are removed and reset.

Item 874.2 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, backfill, area restoration, and all incidental costs required to complete the work.

ITEM 874.4 TRAFFIC SIGN REMOVED AND STACKED EACH

The work under this Item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The Contractor shall carefully remove and reset at new locations all existing signs, attachment hardware and sign support posts not included under other sign items as shown on the drawings and as requested by the Engineer.

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new materials at no additional cost to the Owner. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

The contractor shall accept and hold entirely responsibility for the removal, handling and stacking at a location convenient for removal by the owner. Any signs and posts damaged or lost either directly or indirectly as a result of the Contractor's operations shall be replaced by the Contractor at no additional cost. The Contractor shall coordinate the removal of signs and posts with the Town of Medfield by notifying the Town prior to and at the completion of the above work. Existing signs shall remain in place until proposed new signs are in place.

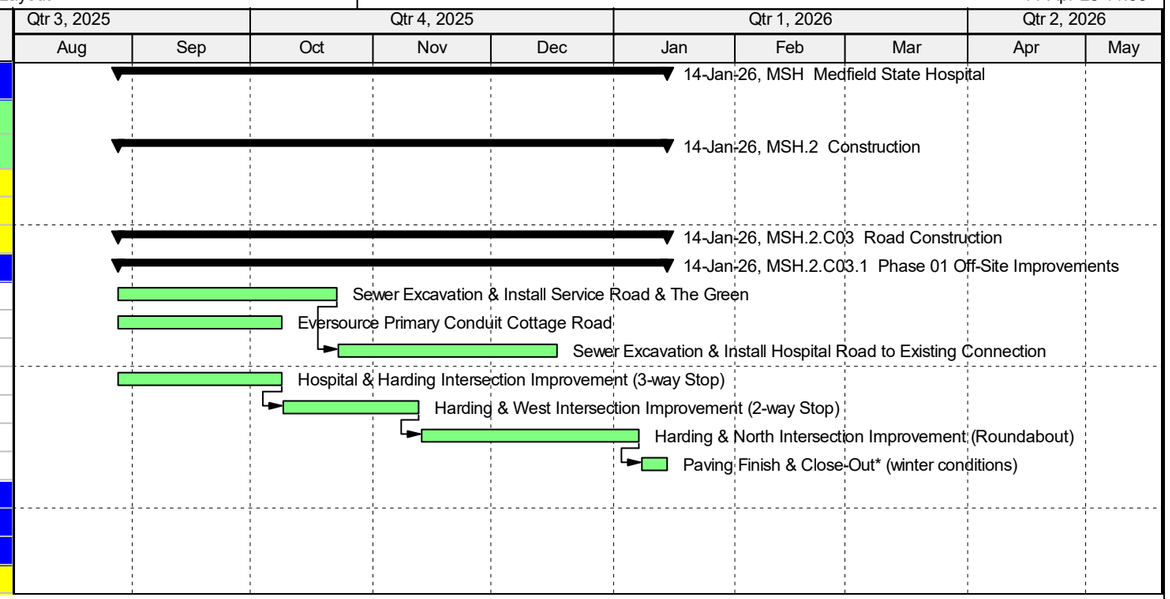
The signs within Town Layout should be neatly stacked at the DPW yard at 459 Main Street, Medfield to the satisfaction of the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 874.4 will be measured for payment as units, complete in place.

Item 874.4 will be paid for at the Contract unit price per each, which price shall include all labor, material, equipment and incidental costs required to complete the work.

Activity ID	Activity Name	Original Duration	Start	Finish
MSH	Medfield State Hospital	100	28-Aug-25	14-Jan-26
MSH.1	Preconstruction	0		
MSH.2	Construction	100	28-Aug-25	14-Jan-26
MSH.2.C01	Development Activities	0		
MSH.2.C02	Utilities	0		
MSH.2.C03	Road Construction	100	28-Aug-25	14-Jan-26
MSH.2.C03.1	Phase 01 Off-Site Improvements	100	28-Aug-25	14-Jan-26
A1460	Sewer Excavation & Install Service Road & The Green	40	28-Aug-25	22-Oct-25
A1470	Eversource Primary Conduit Cottage Road	30	28-Aug-25	08-Oct-25
A1480	Sewer Excavation & Install Hospital Road to Existing Connection	40	23-Oct-25	17-Dec-25
A1490	Hospital & Harding Intersection Improvement (3-way Stop)	30	28-Aug-25	08-Oct-25
A1500	Harding & West Intersection Improvement (2-way Stop)	25	09-Oct-25	12-Nov-25
A1510	Harding & North Intersection Improvement (Roundabout)	40	13-Nov-25	07-Jan-26
A1520	Paving Finish & Close-Out* (winter conditions)	5	08-Jan-26	14-Jan-26
MSH.2.C03.2	Phase 02	0		
MSH.2.C03.3	Phase 03	0		
MSH.2.C03.4	Phase 04	0		
MSH.2.C04	Building Construction	0		



Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary

TASK filter: (Untitled Filter).

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HIGHWAY GUARD DETAILS

NONE

WATER SUPPLY ALTERATIONS

SEE PLAN BELOW

DRAINAGE DETAILS

NONE

MEDFIELD
OFF-SITE INTERSECTIONS
CONSTRUCTION PLANS
SHEET 9 OF 21

Plotted on 28-Mar-2025 5:55 PM
15677.00-CONST.DWG

N

CONTINUED ON INSET A

CONTINUED ON SHEET NO. 8

END M&O
BEGIN FDP
N 2896915.8568
E 706802.2470
STA 404+90
SAWCUT
MEET EXIST

APPROX LIMIT OF GRADING (TYP)

RET UP#10_3

RET EXIST WALL

RET UP#10-2

PROP HARDING ST. CONST. BL.
PC +16.51
PT +69.65

HARDING STREET

405

406

RET EXIST WALL

RET MB

ADJ CB

N/F
DAVID D. KEMMERER
12 HARDING STREET
MAP 57 LOT 67

ADJ SMH

RET EXIST WALL

PROP CEM CONC SPLITTER ISLAND

RET EXIST TREES

PROP HMA CURB TYPE 2

RET WATER SPIGOT

RET EXIST WALL

N/F
DANIEL A. MEDEIROS
190 NORTH STREET
MAP 57 LOT 54

BENCHMARK B
MAG NAIL SET
UTILITY POLE #23
ELEV.=189.34'
NAVD88

20' WIDE SEWER EASEMENT

R&R UP (BO)

RET EXIST WALL

PROP LOAM & SEED
REM EXIST PVM'T

RET & PROTECT
EXIST TREE

STONE BOUND
W/ DRILL HOLE
FIRM
(FOUND)

LIMIT OF WORK
N 2896699.1274
E 707147.6441
STA 500+50
SAWCUT
MEET EXIST

STONE BOUND
W/ DRILL HOLE
FIRM
(FOUND+HELD)

RET MB

PROP NORTH ST
CONST BL

RET EXIST TREE

PROP LOAM & SEED
REM EXIST PVM'T

RET EXIST TREE

REM TREES

PROP HMA CURB TYPE 2

RET EXIST TREE

PROP 6" DI PIPE

PROP VERTICAL
GRANITE CURB

CC+29.35
24.50' LT
CC+28.39
6.42' LT

REM

R&R HYD

WG

PC +20.34

NORTH STREET

504

ADJ SMH

PROP CEM CONC
SPLITTER ISLAND

PROP VERTICAL
GRANITE CURB

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

PROP LANDSCAPED ISLAND

RET UP#145

ALGN-NORTH CONST ℄ STA 503+02.10 =
ALGN-HARDING CONST ℄ STA 407+00.00

PROP TYPE VA4-CURVED
GRANITE CURB

PI +02.10

ADJ TMH (BO)

PROP STAMPED CONCRETE
TRUCK APRON

407+00

503

PROP HMA
CURB TYPE 2

PROP T-100
GRANITE CURB

PROP NORTH ST
CONST BL

ADJ SMH

PROP VERTICAL
GRANITE CURB

RET UP#144

ADJ SMH

PROP CEM CONC
SPLITTER ISLAND

BENCHMARK A
MAG NAIL
UTILITY POLE #1.44
ELEV.=188.64'
NAVD88

PROP SEDIMENT
CONTROL BARRIER

502

PT +175.01

PRC -50.10'

RET UP#143

PG +13.37

NORTH STREET

501

PROP 20' PAVEMENT TRANSITION

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 53

500+00

INSET A
SCALE: 1"=10'

N/F
ELIZABETH A. HALEY
200 NORTH STREET
MAP 57 LOT 14

505+30

NORTH STREET

505

PT +179.38

LIMIT OF WORK
N 2897119.7938
E 706989.7064
STA 505+12
SAWCUT
MEET EXIST

PROP 20' PAVEMENT TRANSITION

PROP SEDIMENT
CONTROL BARRIER

N/F
TOWN OF MEDFIELD
NORTH STREET
MAP 57 LOT 52

RET EXIST WALL

RET UP#146

STONE BOUND
W/ DRILL HOLE
FIRM
(FOUND)

N/F
JOSHUA B. BOCK

PC +

0 20 50 100
SCALE: 1" = 20'

FOR CONSTRUCTION PROFILE:
SEE SHEET NO. 12

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2025-02

This Contract is made this 16 day of April, 2025 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 Trendline having a usual place of business at 50 Connie Lane, Stoughton, MA 02072 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of formal data collection, analysis, and evaluation as part of regional MassCall3b prevention efforts hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

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

1. Contract Documents: The Contract consists of this Agreement together with the **Proposed Scope of Work** (Attachment A, for scope of work and pricing, only). 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.

2. Scope of Services: The Contractor 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 Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Contract Term: The Contract Term is as follows:

   Contractor to begin work as directed by May 1, 2025 and complete same, on or before June 30, 2025.

5. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. Town shall make payments on the basis of Contractor's completed work. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

6. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consultants. The contractor warrants and represents that it is familiar with services to be provided.

8. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, with minimum limits of $1,000,000.00 The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

10. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

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

12. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

13. Termination:

    a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30)

days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

15. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either 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.

17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

Kendall Bennett

(Contractor)

By: _____

Title: Founder, Chief Analyst

_____

Medfield Select Board

_____

_____

Approved as to Form:

_____
Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____
Kristine Trieweiler, Town Administrator

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

_____
Joy Ricciuto, Town Accountant

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.

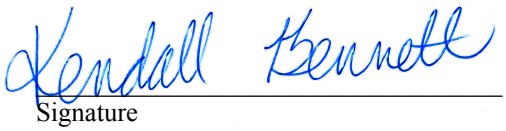
The Contractor by:

Kendall Bennett
Print Name

Founder, Chief Analyst
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A Kendall Bennett, authorized signatory for Trendline, whose principal place of business is at 50 Connie Lane, Stoughton, MA 02072, does hereby certify under the pains and penalties of perjury that Trendline has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

April 16, 2025
Date

Aura, Medfield
LIP Rents

Utility Allowances - SMOC -Effective 12/1/2024
Garden/Row

	1BR	2BR	3BR
gas heating	**$58**	**$79**	**$98**
gas cooking	**$9**	**$12**	**$14**
electricity	**$86**	**$116**	**$143**
hot water	**N/A**	**N/A**	**N/A**
water*	**$18**	**$38**	**$65**
sewer *	**$15**	**$32**	**$56**
total utility allowance	**$186**	**$277**	**$376**

Boston HMFA, 2025 80% AMI

1 person	$92,650
2 persons	$105,850
3 persons	$119,100
4 persons	$132,300

*SMOC UA's do not include water/sewer figures; Walpole HA April 2024 (low rise) schedule used

Rents Set at 30% of 80% AMI
(for LIP/LAU)

	1BR	2BR	3BR
2025 Affordable Gross Rents	$2,646.25	$2,977.50	$3,307.50
2025 Affordable Gross Rents (rounded down)	$2,646	$2,977	$3,307
utility allowance (all utilities)	**$186**	**$277**	**$376**
Proposed 2025 Rent	**$2,460**	**$2,700**	**$2,931**

Allowance for Tenant-Furnished Utilities and Other Services

5mac

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 7/31/2022)

Garden / Row Non-MTW 12/1/24

Locality	Unit Type	Effective
South Middlesex Opportunity Council, Inc. (JS02999) Eversource	**Row House / Garden Apartment (Rowhouse/Townhouse)***	**12/01/2024** Expires 11/30/2025

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	44	58	79	98	119	138
	b. Electric	83	111	151	188	228	265
	c. Bottle Gas	100	133	180	225	272	316
	d. Oil	103	137	186	232	280	326
	e. Heat Pump						
Cooking	a. Natural Gas	7	9	12	14	18	19
	b. Electric	19	25	33	41	51	55
	c. Bottle Gas	15	20	27	33	41	44
Other Electricity		67	86	116	143	177	192
Air Conditioning							
Water Heating	a. Natural Gas	8	11	14	18	22	24
	b. Electric	24	30	41	50	62	67
	c. Bottle Gas	19	25	33	41	51	55
	d. Oil	20	26	35	43	54	58
Water							
Sewer							
Trash Collection							
Other -- specify							
Range/Microwave		6	6	6	6	6	6
Refrigerator		4	4	6	6	6	8

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

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*HUD 50058 Unit Type in Parenthesis

Utility Allowance Schedule
See Public Reporting and Instructions on Back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

0MB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/ PHA	UnitType	Date (mm/dd/yyyy)
Walpole, Massachusetts	**Low Rise: 3 or 4 Stories**	**04/01/2025**

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	50	67	92	112	136	
	Bottled Gas						
	Electric	**44**	50	82	100	122	
	Electric - Heat Pump	29	39	53	65	79	
	Fuel Oil	62	83	114	140	170	
Cooking	Natural Gas	10	11	**14**	16	20	
	Bottled Gas						
	Electric	7	9	13	16	20	
	Other						
Other Electric		39	46	66	75	81	
Air Conditioning							
Water Heating	Natural Gas	21	28	33	39	45	
	Bottled Gas						
	Electric	36	49	61	73	85	
	Fuel Oil	37	49	58	68	78	
Water		9	18	38	65	94	
Sewer		8	15	32	56	80	
Trash Collection							
Natural Gas	**Customer Charge**	8	8	8	8	8	
Range/Microwave							
Refrigerator		4	4	4	5	5	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

Previous versions are obsolete.

Form HUD-52667 (7/2019)

Medfield Meadows Affordable Rents

Utility Allowances from Walpole Housing Authority, Low Rise: 3 or 4 Stories [Garden], April 1, 2025

	1BR	2BR	3BR
natural gas heating	$67	$92	$112
gas cooking	$11	$14	$16
electricity	$46	$66	$75
natural gas hot water	$28	$33	$39
Natural Gas Customer Charge	$8	$8	$8
water	$18	$38	$65
sewer	$15	$32	$56
total utility allowance (tenant pays ALL utilities)	**$193**	**$283**	**$371**

2025 Boston HMFA 80% AMI

1 person	$92,650
2 persons	$105,850
3 persons	$119,100
4 persons	$132,300
5 persons	$142,900

Rents Set at 30% of 80% AMI (for LIP)

	1BR	2BR	3BR
2025 Affordable Gross Rents	$2,646.25	$2,977.50	$3,307.50
2025 Affordable Gross Rents (rounded down)	$2,646	$2,977	$3,307
utility allowance (all utilities)	**$193**	**$283**	**$371**
2025 Rent (NOT Approved)	**$2,453**	**$2,694**	**$2,936**
2024 Affordable Net Rent	**$2,308**	**$2,535**	**$2,759**
2025 Rent to be Approved	**$2,423**	**$2,662**	**$2,897**

Utility Allowance Schedule
See Public Reporting and Instructions on Back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

0MB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/ PHA	UnitType	Date (mm/dd/yyyy)
Walpole, Massachusetts	**Low Rise: 3 or 4 Stories**	**04/01/2025**

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	50	67	92	112	136	
	Bottled Gas						
	Electric	**44**	50	82	100	122	
	Electric - Heat Pump	29	39	53	65	79	
	Fuel Oil	62	83	114	140	170	
Cooking	Natural Gas	10	11	**14**	16	20	
	Bottled Gas						
	Electric	7	9	13	16	20	
	Other						
Other Electric		39	46	66	75	81	
Air Conditioning							
Water Heating	Natural Gas	21	28	33	39	45	
	Bottled Gas						
	Electric	36	49	61	73	85	
	Fuel Oil	37	49	58	68	78	
Water		9	18	38	65	94	
Sewer		8	15	32	56	80	
Trash Collection							
Natural Gas	**Customer Charge**	8	8	8	8	8	
Range/Microwave							
Refrigerator		4	4	4	5	5	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

Previous versions are obsolete.

Form HUD-52667 (7/2019)

Medfield-Hillside Village
EOHLC Rents

2025 HUD Figures, Boston HMFA

persons	80% income
1	$92,650
2	$105,850
3	$119,100
4	$132,300
5	$142,900

Utility Allowances From SMOC Rental Assistance (covering Medfield and surrounding area)
Garden/Row, Effective 12/1/2024

	1BR	2BR	3BR
2025 Gross Affordable Rents	$2,646.25	$2,977.50	$3,307.50
2025 Gross Affordable Rents (Rounded)	**$2,646**	**$2,977**	**$3,307**
gas heating	$58	$79	$98
electric cooking	$25	$33	$41
electricity	$86	$116	$143
natural gas hot water	$11	$14	$18
water*	N/A	N/A	N/A
sewer*	N/A	N/A	N/A
refrigerator	N/A	N/A	N/A
parking	N/A	N/A	N/A
total utility allowance	$180	$242	$300
Proposed 2025 Rent	**$2,466**	**$2,735**	**$3,007**

Allowance for Tenant-Furnished Utilities and Other Services

5mac

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 7/31/2022)

Garden / Row Non-MTW 12/1/24

Locality	Unit Type	Effective
South Middlesex Opportunity Council, Inc. (JS02999) Eversource	**Row House / Garden Apartment (Rowhouse/Townhouse)***	**12/01/2024** Expires 11/30/2025

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	44	58	79	98	119	138
	b. Electric	83	111	151	188	228	265
	c. Bottle Gas	100	133	180	225	272	316
	d. Oil	103	137	186	232	280	326
	e. Heat Pump						
Cooking	a. Natural Gas	7	9	12	14	18	19
	b. Electric	19	25	33	41	51	55
	c. Bottle Gas	15	20	27	33	41	44
Other Electricity		67	86	116	143	177	192
Air Conditioning							
Water Heating	a. Natural Gas	8	11	14	18	22	24
	b. Electric	24	30	41	50	62	67
	c. Bottle Gas	19	25	33	41	51	55
	d. Oil	20	26	35	43	54	58
Water							
Sewer							
Trash Collection							
Other -- specify							
Range/Microwave		6	6	6	6	6	6
Refrigerator		4	4	6	6	6	8

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

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*HUD 50058 Unit Type in Parenthesis

Norfolk County Control

Mutual Aid Agreement

for Joint Fire, Rescue, and/or Ambulance Service

THIS AGREEMENT made and entered into this April 29, 2025 between and among the parties signatory hereto.

WITNESSETH;

WHEREAS, it has been determined that the provision of fire, rescue, ambulance and other emergency service assistance across jurisdictional line in emergencies will increase the ability to preserve the safety and welfare of the entire area; and

WHEREAS, MASSACHUSETTS GENERAL LAW CHAPTER 48, Section 59A allows communities to authorize their fire departments to go to the aid of others for extinguishing fires and rendering other emergency assistance; and

WHEREAS, the parties to this agreement agree to establish and carry into effect a plan to provide mutual aid fire, rescue, ambulance and other emergency service assistance,

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Declaration of Need for Expanded Mutual Aid

When a need for expanded mutual aid exists within the boundaries of any of the parties hereto, as the result of, or due to the imminence of or occurrence of fire, emergency, or other public disaster, the party or parties shall notify Norfolk County Control established by the Operational Plan appended to this Agreement of its need for fire, rescue and ambulance assistance. Assistance shall be rendered according to the procedures set forth in the Operational Plan developed and agreed to by all parties to this agreement and described in Paragraph 2 below. Each party shall designate the appropriate official empowered to request assistance under this agreement.

2. Operational Plan

The mutual assistance to be rendered under this Agreement shall be available upon the development and approval by the parties hereto of an operational plan. The plan shall outline the exact procedure to be followed in responding to a request for assistance. Upon execution of this Agreement, the parties shall designate the appropriate official in their jurisdiction who shall participate in the development and implementation of the Operational Plan for Norfolk County Control. The parties shall meet at least annually to review and, if necessary, to propose revisions to the Operational Plan. Any such revision shall become effective upon approval of the Fire Department Chiefs.

3. Governmental Immunity

(A) The services performed and the expenditures made under this Agreement shall be deemed for public and governmental purposes and all privileges, and immunities from liability, enjoyed by the local government within its boundaries shall extend to its participation under this agreement in rendering fire, rescue, ambulance and other emergency service outside its boundaries to the extent the law provides.

(B) During the course of rendering mutual aid assistance as provided for by this Agreement, the municipality rendering such aid shall be responsible for the operation of its equipment and for any damage thereto, and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death, notwithstanding Paragraph (b) of Subdivision (4) of Section Seven of Chapter Thirty-two.

(C) Each party shall waive any and all claims against all other parties hereto, which may arise out of their activities while rendering aid under this Agreement outside their respective jurisdictions, to the extent that each party may legally waive such claims.

(D) Aid to Other Municipalities; Authorization Fire Departments, Defined; Payment or Reimbursements for Damages (MGL Chapter 48, Section 59A).

Cities, towns and fire districts may, by ordinance or by-law, or by vote of the Board of Aldermen, Selectmen or of the Prudential Committee or board exercising similar powers authorize their respective fire departments to go to another city, town, fire district or area under federal jurisdiction in this commonwealth or in any adjoining state in extinguishing fires therein, or rendering any other emergency aid or performing any detail as ordered by the head of the fire department, and while in the performance of their duties in extending such aid, the members of such departments shall have the same immunities and privileges as if performing the same within their respective cities, towns or districts. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein. The words "Fire Departments" as used in this section shall mean lawfully organized fire fighting forces, however constituted.

During the course of rendering such aid to another municipality, the municipality rendering aid shall be responsible for the operation of its equipment and for any damage thereto and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said departments or to his widow or other dependents on account of injuries or death, not withstanding Paragraph (B) of Subdivision (4) of Section Seven of Chapter Thirty-two, unless such municipalities have a written agreement to the contrary.

4. Employment Benefits

(A) All the privileges, immunities from liability and exemptions from laws, ordinances, by-laws and regulations which the parties, firefighters, rescue or ambulance attendants, agents and employees of the parties have in their own jurisdiction shall extend to and be effective in the jurisdiction in which they are giving assistance.

(B) All pension, relief, disability, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions not withstanding the provisions of Section 7 (49) (B) of Chapter 32 of the Massachusetts General Laws.

5. Direction of Assistance

The parties, firefighters, rescue or ambulance attendants, agents and employees rendering assistance under this Agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting their aid.

6. Paramedic Intercept Service Billing

The transporting community will do the billing for the patient. The community providing the ALS intercept service agrees to accept fifty percent (50%) of the total amount collected by the transporting community (joint services billed less 50% of any billing fees, adjustments, and billing credits). Payments will take place only after the transporting community has received payment for the submitted bill. The paramedic intercept community will not be paid unless the transporting community receives payment for the third-party payer and/or the patient.

7. **Duration**

This Agreement supersedes any and all mutual aid agreements previously entered into among the parties hereto and shall remain in effect for a period of twenty years from the date of the execution; provided it is understood and agreed that a party is not bound by the terms hereof unless and until said party has obtained the required authority as set forth in Section 59A of Chapter 48, and any conditions or restrictions of such authorization are disclosed to all parties.

Any of the signatories to this Agreement may terminate their involvement in this Agreement, provided, that notice of such termination is first given to each other party to the Agreement at least sixty days prior to the date of termination. Any party, which has terminated its involvement in this agreement, as provided above, may resume participation at any time upon written notice duly authorized as required reaccepting this agreement.

Amendments to this Agreement shall be in writing and require the same authorization as required for initial execution by a signatory.

MUTUAL AID AGREEMENT

Individual Community Signature Page

_____
Town of Medfield

_____ _____
SIGNATURE OF EXECUTIVE OFFICER DATE

_____ _____
SIGNATURE OF FIRE CHIEF DATE

ZONES™

04/15/2025

Bill To :
TOWN OF MEDFIELD
459 Main Street
Medfield,MA 02052
Phone : (508) 359-8505

Ship To:
KRISTINE TIERWEILER
TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD,MA,02052-2009,USA

Account#0071103351
Quote :K3122037
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL

Phil Olsen
Account Manager
Phone 12532053057
Fax:(253) 205-3862
Email:phillip.olsen@zones.com

Item #	Qty.	Mfr.Name	Description	Manufacturers Part #	Unit Price	Total
O 00162805 SPO N	85	ZONES INC (ITD)	Professional Services Deployment-Prepaid		USD 215.00	USD 18,275.00
			ITS75			

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Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Visit us on the web:**http://www.zones.com**

Sub-Total:	**USD 18,275.00**
Estimated Sales Tax:	**USD 0.00**
Shipping:	**USD 0.00**
Grand Total:	**USD 18,275.00**

Numerous Financing & Leasing Options Available

ZONES LLC
ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, USA 98001
Phone: (800) 419-9663

BBB Member Better Business Bureau® Serving Oregon & Western Washington

CERTIFIED as an NMBC MINORITY BUSINESS ENTERPRISE by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT (**"AGREEMENT"**) IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM\TERMSOFSALE **("TERMS AND CONDITIONS")**, SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

CHANGE ORDER FORM

CHANGE ORDER

This Change Order between Zones, LLC ("**Seller**" or "**we**") and Town of Medfield, MA ("**Customer**" or "**you**") is effective April 15, 2025 ("**CO Effective Date**") and amends, as set forth below, the Pro Services project Statement of Work between the Parties dated August 12, 2024.

Project Name	Pro Services	**SOW Code**	ZON -081224-TOM-001
Change Order Title		**Change Order #**	
Seller Contact		**Customer Contact**	

PROJECT CHANGE REQUEST DESCRIPTION

Customer team is interested in the addition of a data and document migration that was not included in the original Scope of work.

IMPACT TO SCOPE

Data Migration:

OpenGov will:

- Perform historic data migration from PeopleGIS using flat files provided by and mapped by the Customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations.
- Provide instructions for Customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

OpenGov Assumptions:

- Data migration does not exceed two hundred and fifty thousand (250,000) records.
- Data migration does not include database backup files.
- Data migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

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Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure record types to align with the project plan's go live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

Completion Criteria:

- Customer sign-off that the data migration has been completed.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table ("**MAT**") integration.

OpenGov Assumptions:

- Document migration does not exceed 1TB.

Completion Criteria:

- Customer sign-off that the document migration has been completed.

IMPACT TO SCHEDULE

N/A

IMPACT TO COST

Milestones	**Fees**
Professional Services Deployment -Prepaid	$18,275.00
Grand Total	**$18,275.00**

Billing/Service Periods:

- April 30, 2025
  - $18,275.00

SUBMITTER

Name		**Title**	
Phone		**e-mail**	

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RATIONALE FOR REJECTION (IF APPLICABLE)

[If requested change is rejected, provide rationale below. Otherwise ignore and execute the Change Order.]

MISCELLANEOUS

This Change Order is governed by the terms and conditions of the SOW and the Agreement. Terms that are used but not defined in this Change Order shall have the meanings set forth in the SOW or the Agreement. In the event of a conflict between this Change Order and the SOW or a previous Change Order, this Change Order shall control.

AUTHORIZED SIGNATURES

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Change Order.

ZONES, LLC	**TOWN OF MEDFIELD, MA**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **29th** day of **March** in the year **2025** between **JAM Corporation** with a usual place of business at **60 Canterbury Street, Worcester, MA 01610** hereinafter called the **CONTRACTOR,** and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER.**

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's completed Bid Form (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.

2. Scope of Work

The scope of work includes all labor, materials, and equipment necessary to fully-reconstruct four (4) tennis courts at Metacomet Park in accordance with the Town's Invitation for Bids (IFB) document dated 3/3/2025 inclusive of Addendums #1 and #2. The Town is accepting Alternates #3 and #4.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of $259,523.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon approval at Annual Town Meeting (held on May 5th, 2025) and shall complete the work **before September 26, 2025.**

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon approval of this project at Town Meeting (held on May 5th, 2025) and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the

Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

G. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor in the amount of **$259,523.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only

by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. This contract and the Parties' respective obligations hereunder, including but not limited to Town's obligation to purchase services associated with the tennis courts reconstruction, are subject to Town' s legislative body voting to appropriate or otherwise fund the purchase price at Town's Annual Town Meeting to be held on Monday, May 5, 2025.

E. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By: _____

Name: NICHOLAS DiCIDDO

Title: PRESIDENT

JAM Corporation CORPORATE SEAL 2014 MASSACHUSETTS

OWNER: Town of Medfield

_____

Approved as to Form: _____

Mark G. Cerel, Town Attorney

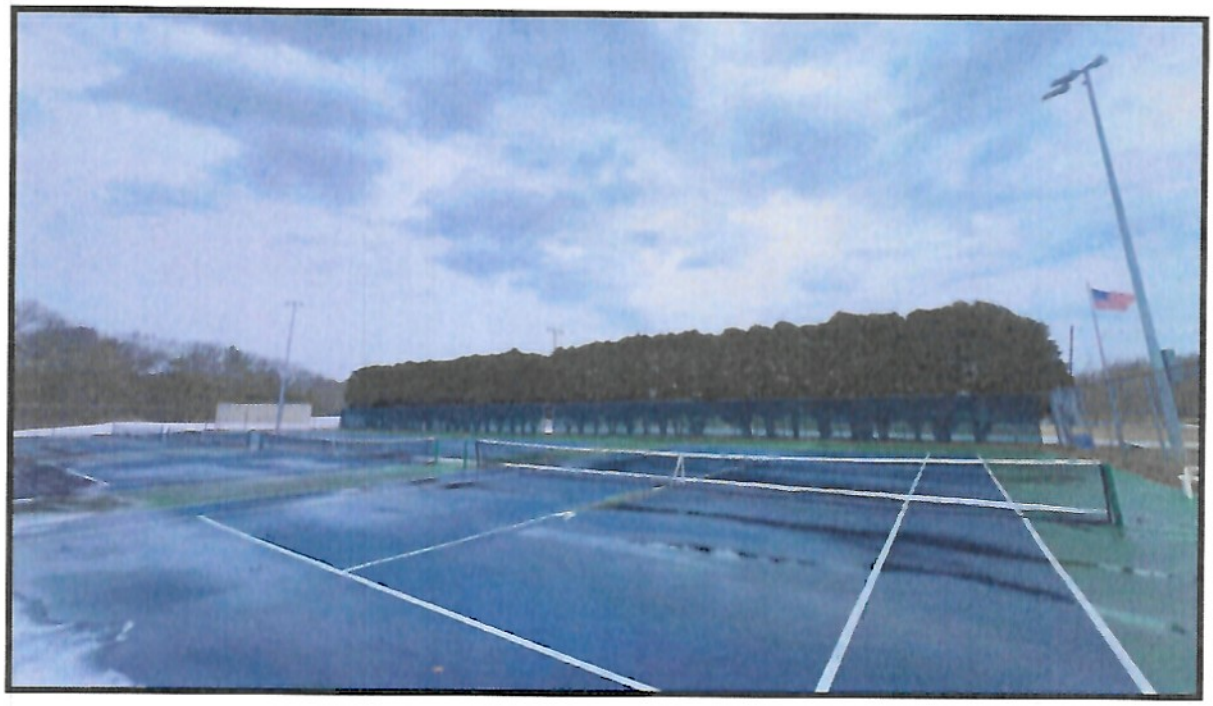
Town of Medfield, MA

_____

Kristine Trierweiler, Town Administrator

Town of Medfield

459 Main Street
Medfield, MA 02052



INVITATION FOR BIDS
METACOMET TENNIS COURTS RECONSTRUCTION
BID# FAC 2025-03
3/3/2025

Legal Notice
TOWN OF MEDFIELD

The Town of Medfield is seeking proposals from qualified contractors under chapter 30B section 39M to reconstruct four (4) tennis courts at the Metacomet Park:

Metacomet Park
93 Pleasant Street
Medfield, MA 02052

To request a copy of the bid, send an email to bjachowicz@medfield.net starting Monday, March 3, 2025 at 8:00 AM. A walkthrough will be held on Wednesday, March 19, 2025 at 10:00 AM. Sealed bids will be due by Tuesday, April 1, 2025 at 12:00 PM.

Sealed bids should be submitted to:

Medfield Town Hall
Attn: Kristine Trierweiler – Town Administrator
459 Main Street – 2nd Floor
Medfield, MA 02052

The envelope should be clearly marked: ***IFB - Metacomet Tennis Courts Reconstruction***

Bids are Due: No later than Tuesday, April 1, 2025 at 12:00 PM

Late proposals will not be accepted. Fax transmissions will not be accepted. The Town reserves the right to reject any bids. Bids, amendments to bids, or withdrawal of bids after the time set for bid acceptance will not be considered.

INDEX:

I.	General Information & Proposal Submission Requirements	Pg.04
II.	Purchase Description/Scope of Supplies/Services	Pg.06
III.	Pricing and Payment	Pg.07
IV.	Quality Requirements	Pg.07
V.	Rules for Award	Pg.07
VI.	Scope of Work	Pg.07
	Part 1 - General Requirements	Pg.07
	Part 2 - Site Preparation	Pg.09
	Part 3 - Products	Pg.17
	Part 4 - Courts Surfacing	Pg.18
	Part 5 - Alternates & Unit Costs	Pg.19
VII.	Attachment A - Bid Form	Pg.21
VIII.	Attachment B - Alternates & Unit Cost Bid Form	Pg.22
IX.	Attachment C - Labor Harmony & OSHA Training	Pg.23
X.	Attachment D - Certificate of Non-Collusion	Pg.24
XI.	Attachment E - Tax Compliance Certificate	Pg.25
XII.	Attachment F - Signature Page	Pg.26
XIII.	Attachment G - Reference Form	Pg.27
XIV.	Attachment H - Sample Contract	Pg.30

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

Available Date	Monday, 3/3/2025 at 8:00 AM
Walkthrough Date	Wednesday, 3/19/2025 at 10:00 AM
Questions Due Date	Friday, 3/21/2025 by 5:00 PM
Responses Due Date	Monday, 3/24/2025 by 5:00 PM
Bid Opening Date	Tuesday, 4/1/2025 at 12:00 PM

1. All Bids must be delivered by Tuesday, April 1, 2025 at 12:00 PM to:

   Medfield Town Hall
   Attn: Kristine Trierweiler – Town Administrator
   459 Main Street – 2nd Floor
   Medfield, MA 02052

2. If the bidder is using a delivery service, the package must be signed for by a Medfield Town Hall staff to be considered properly delivered.

3. Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such bid(s).

4. A Pre-Bid site visit will be held on **Wednesday, March 19, 2025 at 10:00 AM** The meeting location will be at the *Metacomet Park: 93 Pleasant Street, Medfield MA 02052*. The tennis courts are located just past the playground adjacent to the small parking lot (near Curve Street intersection). The meeting is not mandatory but recommended for bidders.

5. Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).

6. Submit the proposal in a sealed envelope clearly marked *"IFB - Metacomet Tennis Courts Reconstruction."*

7. The bid must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.

8. The bidding and award of the Contract shall be in full compliance with Section 39M of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

9. The bid must also include a Bid Signature Form. When the Bid Signature Form is completed, it declares:

   a. The only parties interested in this bid are the Principals named herein.

   b. No officer, agent or employee of the Town of Medfield has a direct or indirect interest in this bid.

10. Bid Form

a. Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Medfield.

b. All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.

c. The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

d. The bidder to whom the bid is awarded will be required to execute an Agreement when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.

e. Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.

f. All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.

g. Unbalanced bidding is expressly prohibited and all unit bid prices will be compared for reasonable conformance. The Town has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-end loads its bid as to amount to an advanced payment, there extreme variations from other bids received, if in the opinion of the Town, the unit prices create a reasonable doubt that that apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.

h. There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.

11. The proposal must be signed as follows:

a. If the bidder is an individual, by her/him personally

b. If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner

c. If the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

12. Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.

13. **Questions or Requests for Information (RFI) concerning this invitation for proposals must be submitted via email to: bjachowicz@medfield.net RFIs are due Friday, March 21, 2025 by 5:00 PM. RFI responses will be sent back on Monday, March 24, 2025 by 5:00 PM.**

14. Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.

15. The Town of Medfield may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

16. Below is a list of all Attachments. Bidders should note that Attachments must be completed and be submitted with the bid documents where applicable:

- Attachment A – Bid Form
- Attachment B – Alternates Bid Form
- Attachment C – Labor Harmony and OSHA Form
- Attachment D – Certificate of Non-Collusion
- Attachment E – Tax Compliance Certificate
- Attachment F – Signature Page
- Attachment G – Reference Form
- Attachment H – Sample Contract

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICES

1. The work under this contract includes providing labor, materials and equipment to reconstruct the tennis courts in their entirety at the Metacomet Park in Medfield, MA.
2. The Town of Medfield reserves the right to waive any informality or nonconformity with the submission requirements if it is deemed in the best interest of the Town.
3. The Proposer should undertake their own review and analyses concerning physical conditions, environmental conditions, required permits and approvals, refuse issues, and considerations.
4. The Proposer will be responsible for obtaining all applicable permits and approvals other than those that the Town is itself responsible for obtaining through its Town Meeting.
5. Proposals not providing evidence of ALL of the bid submission requirements may be considered non-responsive and shall not be given further consideration.

6. Delivery Requirements: All delivery charges shall be included in the price of the service.
7. Terms and Conditions: As noted in sample contract agreement. Conditional bids will not be accepted.

III. PRICING AND PAYMENT

1. Contract payment will be as noted in the sample contract agreement.
2. The contractor will not be able to bill for stored materials under normal circumstances.
3. Invoices should be in a schedule of values format with % complete marked on each line item for that billing period.
4. Retainage (5%) will be held until the Town signs off on all punch list items at the end of the project.

IV. QUALITY REQUIREMENTS

1. Bidders must provide all of the items described in the Scope of Work section including Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
2. All deliveries must comply with the Specifications identified in Purchase Description/Scope of Supplies/Services.
3. Bidders must have satisfactory performance under at least three (3) different contracts similar in size to the proposed contract. Contract information will be provided as part of Attachment G, References.

V. RULE FOR AWARD

The basis of award shall be at the Town's sole discretion, contingent on the Base Bid Price. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.

VI. SCOPE OF WORK

PART I - GENERAL

1.0 GENERAL REQUIREMENTS

a. PROJECT LOCATION The project location is as follows:

Metacomet Park
93 Pleasant Street
Medfield, MA 02052

b. PROJECT TIMELINE Court reconstructions must be completed with sites cleaned and returned to play condition prior to **August 28, 2026**. The Town desires to have these courts completed sooner than this date if possible. The project is subject to funding appropriation at Town meeting. Funding would become available July 1, 2025.

c. Tennis courts shall be equally spaced. Individual court dimensions shall be in accordance with the International Tennis Federation (ITF) standards:

A standard tennis court is 78 ft (23.77 m) long
A singles tennis court is 27 ft (8.23 m) wide
A doubles tennis court is 36 ft (10.97 m) wide
The service line is 21 ft (6.40 m) from the net

d. Unless otherwise stipulated, the Contract and General Conditions of the Contract shall be the Standard Form of Agreement between Town and Contractor as noted in Attachment H - Sample Contract.

e. Examine all other Sections of the Specifications for requirements, which affect work under this Section whether or not such work is specifically mentioned in this Section.

f. Coordinate work with that of all other trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

g. All personnel assigned to this contract must have an approved Criminal Offender Record Information (CORI) by the contract commencement. The contractor is responsible for ensuring any personnel working on the property have an approved CORI.

h. Bidders must provide references which include point of contact and phone number for provision of similar work. Experience must include this type of work.

1.2 SUBMITTALS

a. Manufacturer's product data "cut sheets" for all surfacing materials and application methods will be required as submittals prior to the first day of construction.

b. Submittal sheets for subgrade and bituminous materials.

c. Submittals shall include information on all materials proposed as well as the typical layer section of materials including subgrade, bituminous, acrylic binder, cushioned filler coats, finish coatings, colors, and line paints, etc.

d. The Town shall have the right to reject materials that do not conform to the project specifications, and it shall be the Contractor's responsibility to obtain conforming materials and proceed with the job with no effect on project schedule or price.

PART 2 - SITE PREPARATION

2.1 GENERAL REQUIREMENTS

a. Deliver all materials and equipment to the sites in the original containers bearing the name of the manufacturer, and details for proper storage and usage.

b. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner which shall not interfere with park operations.

c. Unloading and temporary storage sites, and transfer routes, must be approved in advance by the Town.

d. Damaged or deteriorated materials may not be used and must be promptly removed from the premises.

e. In addition the work under this contract includes the following:

- Work outside the project site as called for in this document and as required for the performance of the work.
- The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
- All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall be limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
- All items not specifically mentioned or noted in this document, but which are obviously necessary to make a complete working installation.

f. There is a hose connection available on site. The distance from the water source to the court area is approximately 350 linear feet. The contractor will be required to provide their own hose.

g. The contractor is responsible for the protection of all existing drainage and utilities, and is required to maintain proper erosion control and temporary site protection through the duration of the project.

2.2 REMOVAL OF EXISTING SURFACE & SUBGRADE PREPARATION

a. The Contractor is to coordinate and make accommodations for all work performed on properties in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.

b. The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands, and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity. This notification shall be made in writing in a format acceptable to the Town, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Town.

c. Under this item the Contractor shall comply with all local, state and Federal laws.

d. The existing fencing will remain in place. The Contractor shall be responsible for temporary removal of any portion of the fencing to facilitate use of equipment, tools, etc. that need to be brought into the court area.

e. The Contractor shall remove and immediately dispose of, in its entirety, existing tennis net posts and the respective sub-surface foundations, and shall simultaneously backfill and compact the residual aperture that will necessarily result in the execution of this work. Work areas need to be protected during all phases of construction.

f. Remove and legally dispose of the existing bituminous surface and subsurface as needed to allow for import of material and regrading of the court areas as needed for a level playing surface.

g. Gravel for refilling a residual aperture shall be 'run-of-the-bank' gravel containing no stone larger than two (2) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) percent compaction requirement or otherwise dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, current revision. All gravel and dense graded crushed stone shall be subject to the approval of the Town.

h. The Contractor shall strategically and systematically dismantle the applicable site amenities such that at the end of each workday the site is clear of all residual waste materials generated by these activities and all residual apertures have been carefully backfilled and compacted with suitable gravel and/or dense graded material. To that end the Contractor shall ensure that any unsuitable material which has fallen and/or has shed into the aperture as a result of the removal activities, has been thoroughly cleared prior to the refilling of the aperture.

i. The backfilling and compacting of the apertures, generated under these activities, shall occur on the day they are created, with each aperture being compacted in six (6") lifts max with the use of adequately sized tamping bits and pneumatic hammers. At the Towns discretion the Contractor may be allowed to use other hand operated compaction units for the work to be performed only if the Town deems the proposed means of mechanical compaction to be suitable for the task at hand.

j. In all cases, the Contractor is solely responsible for achieving 95% density compaction requirements so that no settlements occur subsequent to these activities. In the event settlements do occur within two years from the date of the Final Payment (for the entire project) then the Contractor shall repair such failed areas and shall subsequently sealcoat and stripe the entire tennis and/or basketball court surface area and at no expense to the Town.

k. The excavation and disposal of utility structures (if applicable) and/or net post and the associated net post foundations, shall include the removal and immediate off-site disposal of all masonry, castings, and deleterious materials, in their entirety, as none of the structural remnants and/or associated materials generated by these activities shall be used in the backfilling of the aperture.

l. The Contractor shall excavate and immediately dispose of all unsuitable and/or undesirable material(s), which, in the opinion of the Town, is not to be reused on-site, but which is to be otherwise immediately, legally and properly disposed of, at an off-site location, at the Contractors own expense.

m. The excavation and disposal thereof to subgrade, over the entire limits of the proposed tennis court system and walkways and/or other field-defined surface as directed by the Town shall be performed by the Contractor and such work shall be limited to the actual volume of each designated area to be excavated as measured prior to the removal of the undesirable material. However in no case is the excavation to exceed such depths and limits as pre-approved by the Town.

n. Excavation shall include the removal and disposal of pavement, soil, brush, trees under six (6) inches in diameter, boulders less than one-half (1/2) cubic yard in volume, deleterious material(s) whatever their nature may be, peat, mud, grass, or any other type of soil which the Contractor is directed to be removed.

o. In the event that the Town declares that the material encountered at or below sub-base is unsuitable material on which to build the proposed structure, then the Contractor shall excavate to such greater depths as the Town may decide and no extra compensation shall be allowed other than the regular unit price quoted in the proposal for this type of excavation in combination with its associated disposal cost. Only the actual amounts of excavation shall be paid for regardless of the depth involved.

p. The excavation shall be at the prescribed depth below and parallel to the finished grade and left in an evenly graded condition. All work mentioned in this paragraph shall be done before the gravel base course is installed.

q. Any newly excavated area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers. Gravel and/or dense graded crushed stone used to complete the work of this contract shall be furnished from an off-site source.The depths of the furnished gravel base course may vary substantially depending on the discovery of the existing soil conditions.

r. The depths of the dense graded material shall be typically twelve inches (12") in depth or as otherwise directed by the Town.

s. Gravel shall be 'run-of-the-bank' gravel containing no stone larger than two inches (2") in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) percent compaction requirement. Dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, current addition. All gravel and dense graded crushed stone shall be subject to the approval of the Town. All subsequent references to gravel in this section shall also apply to dense graded crushed stone.

t. In the case of backfilling apertures the gravel shall be rammed using pneumatically powered tamping bit equipped hammers, hand operated 'jumping-jack' reciprocating single shoe plate compactors, vibratory plate compactors, any and all of which shall meet with the approval of the Town in accordance with the task(s) at hand, or the gravel used for the preparation of surface(s) shall otherwise be spread from self-spreading vehicles, or with power graders of approved types or by hand upon the prepared sub-base. Care shall be taken while spreading the gravel to rake forward and distribute the largest stone, so that they will be at the bottom of the gravel course and be evenly distributed.

u. The gravel so placed shall be thoroughly rolled true to the lines and grades, as directed, with a self- propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until it presents a firm, stable and unyielding surface, and until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and re-rolled until the surface is true and even.

v. Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

w. Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Town, the Contractor shall arrange and submit results of such tests taken in such numbers as to indicate a test of every eight hundred (800) square feet of compacted area.

x. No lift of freshly placed material shall exceed six inches (6") in depth.

y. The gravel base course shall be fine graded and rolled to a true grade, the prescribed number of inches in depth, and parallel to the finished grade of the proposed surface. The Contractor shall, when the Town orders to do so, place iron pins or stakes along the edge of the proposed surface area, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

z. Any surplus excavated material remaining at the end of the ground work shall be legally disposed of off-site and is the responsibility of the Contractor.

2.3 SITE GRADING

a. The Contractor shall, after demolition operations are completed, prepare and grade the proposed four-court tennis system. The exposed sub-grade surface shall be initially graded ensuring that the soils are properly stabilized. This work is to be done only after all residual apertures have been fully compacted and brought to subsurface preparatory grade. The Contractor shall install all proposed net posts and subsurface structures in a manner which does not adversely affect the integrity of the site.
b. The exposed subgrade shall be graded parallel to the proposed finish surface, and thoroughly rolled true to the proposed lines and grades, with a self-propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until the graded surface presents a firm, stable and unyielding surface until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and/or dense graded stone as directed by the Town.
c. Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.
d. Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Town, the Contractor shall arrange and submit the results of such tests taken in such numbers as to indicate a test of every eight hundred (800) square feet of compacted area.
e. The exposed subgrade base course shall be fine graded and rolled to a true grade and parallel to the finished grade of the proposed surface. The Contractor shall, when the Town orders to do so, place iron pins or stakes along the edge of the proposed surface area, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

2.4 TENNIS NET POSTS & FOUNDATIONS

a. The Contractor is to furnish and install new tennis posts, foundations, and nets as specified herein.
b. The Contractor is advised that each tennis court will require one matched set of tennis net posts. i.e. one anchor post and one crank post.
c. Foundations shall be of fully formed 3,000 psi minimum transit mixed concrete and should be installed in accordance with manufacturers recommendations.
d. The Contractor shall assign and deliver all manufacturer's warranties to the Town of Medfield Facilities Department.
e. Tennis nets shall be Nova Ultimate DUCK-TOP Fitted Tennis Net, Model 2185: by Nova Sports U.S.A. of Milford, Massachusetts OR approved equal.
f. The Contractor shall install the equipment in the manner, to the dimensions, and in accordance with the manufacturer's directives, or as specified herein. Foundations should be placed in such a manner as to not promote surface cracking at dissimilar materials.
g. Net post foundations must be formed, or if allowed by the Town they may otherwise be installed as a 'spread-footing', however any method of installation undertaken by the Contractor must

ensure, that once set, the net post assembly is rendered immovable when the cable supporting the tennis net is placed under its normal working tension.

h. Cinch strap foundations are to be hand-dug and are not to be formed and must ensure that once set, the cinch strap foundation and assembly, when placed under its normal working tension, is immovable.

2.5 FENCING REPAIRS

a. The existing fence system shall remain. The Contractor is responsible for repairing any new damage to the existing fence system. This includes any temporary removal or dismantling of the fencing to facilitate the removal of material or access for equipment, etc.

2.6 ASPHALT PAVEMENT

a. Bituminous concrete tennis court playing surfaces shall be constructed in the manner and in the locations to match what is existing and/or as directed by the Town.

b. This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, current edition: Bituminous concrete Type I-1.

c. The Contractor shall stake and grade the entire court area with a sufficient number of stakes such that the design grades can be clearly met. The Contractor is to further stake and/or set any lines, for any critical points of interest that the Town may require. Subsequent to their final use the Contractor is to remove all stakes in their entirety. No stake shall be broken off but instead it shall be thoroughly and entirely removed. Equipment and materials utilized by the Contractor to achieve the design grades are subject to the approval of the Town.

d. The edge of the bituminous concrete pavement tennis court surface shall be constructed with the use of side forms for the purpose of producing/providing a straight and clean edge. However The Town may at any time order the use of forms which shall be of a type subject to approval. The forms shall be set so that the finished pavement shall be at a true line and grade as determined by the Town. The Town may in lieu of forms order the use of iron pins with grade marked thereon, so placed that they will not interfere with the travel of the machine spreader, but close enough so that a short straight edge placed on the newly laid pavement can reach a string line tied from pin to pin, and afford a visual check on the thickness of the newly laid pavement. The Town may order the pins to be used on the base, binder, or top courses. All expenses involved in the use of pins including the furnishing of such iron pins shall be borne by the Contractor. The forms shall be clean, smooth, free from warp, of sufficient strength to resist springing out of shape and of a depth to conform to the thickness of the bituminous concrete wearing surface. The forms shall be well staked and thoroughly braced and set to the proposed line and grade. The sides when the forms are removed shall present a true line conforming to the line desired

e. Bituminous concrete shall only be applied under clear or partly cloudy skies without the threat of rain. The Contractor is not to schedule bituminous pavement application unless such favorable weather conditions are professionally forecast by a recognized weather agency, and at the request of the Town, this forecast shall be filed with the Town in hard-copy form. Further, no bituminous concrete shall be applied upon a residually wet bituminous surface or otherwise upon a saturated soil surface, and in no case shall any bituminous concrete be accepted if it has been prematurely cooled by rain either while on the truck or after it has been applied to the surface at-hand.

f. The bituminous concrete must be kept clean during hauling and handling and covered if necessary during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the ingredients takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of oil, or soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered at or on the road surface during any day may be placed and shall have received final compression before nightfall of the same day.

g. The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid. The mixture shall not be laid upon a wet or damp surface, but shall only be laid on an approved base course which is dry and only when weather conditions are suitable which shall be decided by the Town. The temperature of the mixture to be laid shall be between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be placed when the air temperature in the shade and away from artificial heat is forty (40) degrees Fahrenheit or less. Variation from these temperatures may be permitted only on written permission of the Town.

h. The bituminous concrete shall be laid in the prescribed number of courses as described herein and shall consist of a three (3) inch finished depth of Type I-1 bituminous concrete laid in two (2) courses, a base or binder course of two (2) inch and a top or wearing course of one (1) inch. All dimensions shall mean the finished depths. The mixture shall be placed from approved dump sheets or wheelbarrows fed directed from trucks. Dumping the mixture directly from trucks on the base will not be allowed.

i. After the paving mixture has been properly spread it shall be thoroughly and uniformly compressed by rolling with power rollers. On projects involving less than one hundred and fifty (150) tons of paving mixture per day one (1) tandem roller of not less than ten (10) tons shall be used. On projects using more than one hundred and fifty (150) tons but less than three hundred and fifty (350) tons two (2) rollers shall be required with one (1) additional roller for each two hundred (200) tons of mixture per day thereafter. A day shall be construed as eight (8) hours working time. If, in the opinion of the Town, satisfactory compaction is not obtained by rolling with a tandem roller, the Town may order the rolling to be done with ten (10) to twelve (12) ton three (3) wheeled roller with wheels not less than twenty-four (24) inches wide. All rollers used shall weigh at least two hundred and fifty (250) pounds per inch width of tread. Each roller shall

be in charge of a competent, experienced roller operator and shall be kept in a nearly continuous operation as practical while the work is underway. The pavement shall be rolled longitudinally, diagonally, and transversely, as directed. Longitudinal rolling shall start at the side and proceed toward the center of the pavement, overlapping on successive trips by at least one-half (1/2) the width of the rear wheel of the roller. Diagonal rolling shall be in two (2) directions, the second diagonal rolling crossing the lines of the first. If the width of the work permits, it shall in addition be rolled at right angles to the center line. This method of rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated, and the resulting surface has the required grade and contour. Rolling shall proceed at a rate not to exceed two hundred and fifty (250) square yards per hour, per roller. To prevent adhesion of the mixture to the roller the wheels shall be kept properly moistened but excess water or oil will not be permitted. Along forms, curb headers and similar structures and all places not accessible with a roller, the mixture shall be thoroughly compacted by tampers. Such tampers shall weigh not less than twenty-five (25) pounds and shall have a tamping face of not more than fifty (50) square inches. The surface of the mixture after compressing shall be smooth and true to the established crown and grade. Any mixture which becomes loose and broken, mixed with dirt or in any way defective shall be removed and replaced with fresh mixture, which shall be immediately compacted to conform to the surrounding area. Areas of one (1) square foot or more showing an excess of bitumen shall be removed and replaced.

j. The densities of the completed pavement shall be not less than ninety-two (92) percent of the calculated density of a voidless mixture composed of the same materials in like proportions. After final compression, samples will be taken from the completed pavements and when tested by standard laboratory methods shall show compliance with aforesaid density requirement by the contractor.

k. The lengths of lanes or strips of bituminous concrete in the base, binder and top courses shall be under control of the Town at all times. The practice of laying lanes of bituminous concrete for such lengths that an unduly long period of time elapses before laying adjacent lanes shall not be allowed.

l. The finished surface shall present an even texture free from blemishes, ridge marks or imperfect spots and it shall be true as to line and grade. When tested with a sixteen (16) foot straight edge placed parallel with the centerline of the surface course there shall be no deviation from a true surface in excess of one-quarter (1/4) of an inch. If any soft or imperfect places or spots develop in the surface, all such places shall be removed and replaced with new material and then rolled until the edges at which the new work connects with the old becomes invisible. All such removal and replacement of unsatisfactory surfacing shall be done by the Contractor without additional compensation.

m. The separate courses shall be rolled with a self-propelled equally balanced tandem roller weighing not less than three (3) tons and not more than five (5) tons. In places inaccessible to a power roller, compaction shall be obtained by means of hand tampers.

n. The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the mixture is to be discontinued at the end of the day's operation. In such cases, provisions shall be made for proper bonding with new surface mixture by cutting back over the full width and depth of the course. When laying of the course is resumed, the exposed edge of the joint shall be painted with a thin uniform coat of hot asphalt, just before the new mixture is laid.

PART 3 - PRODUCTS

3.1 GAMES SURFACING MATERIALS

The Contractor shall allow the new bituminous surface to cure for minimum 30-days before applying the base coat material. Cure time before surfacing should be as directed by the manufacturer.

The surfacing shall be a minimum five (5) coat (including asphalt sealer-resurfacer, minimum two filler coats, and two Finish Coats) 100% acrylic latex-type system containing no asphalt or tar emulsions and no vinyls, alkyds, or non-acrylic resins:

Four Coat Acrylic System, manufactured by Nova Sports USA, Milford, MA 01757

Acrylic Resurfacer manufactured by World Class Athletic Surfaces

"Plexipave System", manufactured by California Products Corp., Cambridge, MA 02139.

Latex-ite Acrylic Resurfacer and Latex-ite Acrylic color sealer, as manufactured by American Tennis Courts, Inc., Baltimore, Maryland.

No color finish system shall be approved as an equal which does not contain factory mixed compositions requiring the addition of water only, on the site. The materials shall be delivered to the site in sealed, properly labeled containers.

Colors for the surfacing have been selected from among Latex-ite standard range of colors. If an alternate equal product is selected, the colors shall be the colors that are closest to the selected colors, and shall be approved by the Town prior to application. The filler coats shall have the same color as the final finish coat. The filler coats shall provide uniformity of texture and depth of color to provide a non-slippery and non-shining playing surface of uniform color for not less than three years of intensive use as a recreational surface. Colors will be selected by the Town, but assume two (2) colors for each court from standard color options.

Line Marking Paint: Line marking paint shall be 100% Acrylic Textured Line Marking Paint and Primer by the same manufacturer as the surfacing material and recommended by the manufacturer as compatible with the surface materials.

The manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun; from weather moisture, or from weather temperatures.

PART 4 - COURTS SURFACING

4.1 GAMES SURFACING

Contractors must notify the Town of all applications, 24 hours prior to installation.

Tennis courts and basketball courts shall be cleaned using a stiff bristle broom and gas powered blower or water based pressure spray unit capable of generating 2500 psi at the nozzle tip, to remove all dirt and debris.

The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.

Final Surface Inspection: prior to application of a color finish system the bituminous asphalt base shall be flooded with water and allowed to drain. Any depressions thereupon holding water deeper than 1/8 in. shall be patched and leveled in accordance with recommendations of the manufacturer of the surfacing material specified above.

Start of color surfacing application shall constitute acceptance by the Contractor of the bituminous asphalt base surface to receive color surfacing.

Application of the color finish course shall occur only after the bituminous surface course is thoroughly dry. The color finish material shall be applied to the surface course areas in multiple applications in the selected and approved colors so as to form a true, uniform surface texture and color. Application work shall be performed by skilled mechanics in a workmanlike manner in accordance with the manufacturer's standard printed instructions; however, no work shall be performed when rain is imminent or when the temperature is below 55 degrees F. Application shall proceed only if the surface is at least 50 degrees F and rising, and the surface temperature is not in excess of 140 degrees F.

Application requires the use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegees of good quality and in good condition.

Apply one (1) application of asphalt resurfacer-sealer at the rate of .12 gallons per square yard (undiluted form). Mix resurfacer with potable water at the rate recommended/specified by the manufacturer. Allow material to cure at least twenty-four (24) hours prior to application of color coats.

Apply multiple Filler Coats in accordance with the manufacturer's directions for a total minimum thickness of 1/16 in. The minimum number of filler coats shall be two (2). More coats shall be applied if the thickness requirement is not met. If the bituminous surface course is not covered to a uniform, even texture free of all porosity, another filler coat shall be applied to attain uniformity. The first coat shall be applied lengthwise on the bituminous concrete surface and the second coat shall be applied crosswise. Dilution rate shall not exceed 1 part water to 2 parts Filler Coat. The application rate of each Filler Coat shall be approximately 0.05 gallon/square yard.

Color coats: Apply acrylic color sealer in minimum two (2) applications (including Finish Coat) for a total of 0.15 gallons per square yard (undiluted form). Mix color sealer with 80-100 mesh silica sand and potable water at rates specified by the manufacturer. Courts shall be thoroughly scraped between color sealer applications to remove ridges. Apply the succeeding coat only after the preceding coat has thoroughly dried (2-3 hours).

Each coat in this system must dry completely before the next application. Between each coat, inspect the entire surface. Any defects should be repaired. Scrape the surface to remove any lumps, and broom or blow off all loose matter.

Prior to applying the Finish Coat, a final, careful inspection of the entire surface shall be made to remove any ridges, loose particles, or foreign particles.

Finish Coat shall be applied as directed by the manufacturer at a rate of not less than 0.05 gallons of material per square yard (40 gallons per 800 square yards). The application shall be made lengthwise on the bituminous concrete surface with a wide hair type push broom and shall produce a uniform color throughout when viewed from a distance of 25 ft. from any edge of the court at midday. Dilution rate shall not exceed 1 part water to 1 part Finish Coat. Colors shall be as indicated above under Products.

Game Lines: Apply marking paint only after the color sealer has completely cured (two (2) to four (4) days depending on conditions). Accurately locate and mark game lines by snapping chalk lines. Use soft-soled shoes and knee pads to prevent surface indentation during marking and painting operations. Uneven line width and undulating or ragged line work shall be rejected.

The contractor shall provide a temporary barrier for safety and security of all job-sites.

PART 5 - ALTERNATES & UNIT COSTS

5.1 ALTERNATES

The following alternates shall be priced and submitted with the proposal. Note that alternates are not factored into the base bid scope of work.

1. Wind Screen: Provide pricing to furnish and install wind screening on the chain link fencing on 2 consecutive lengths of fence. Provide a linear foot cost (assume 10'-0" high fencing).
2. Replace Fencing: Provide a cost for all labor, materials, and equipment to remove the existing fencing and replace with new black vinyl coated chain link fencing. Pricing to include all disposal and foundation work.
3. Asphalt Reclamation: Provide an alternate price to reclaim the existing asphalt and reuse the material as part of the subgrade for the new courts.

5.2 UNIT COSTS

The following unit costs shall be submitted with the proposal. Note that unit costs are not factored into the base bid scope of work.

1. Wind Screen: Provide a linear foot cost for additional wind screening.
2. Unsuitable Materials: Provide a unit cost for removal and disposal of unsuitable materials.
3. Import Fill: Provide a unit cost for import, distribution and compaction of import material.

Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, PM
Phone: 508-359-8505 x 3369

FAC 2025-03
Metacomet Tennis Courts
Revised Bid Form - Addendum #2
Dated 3/31/2025

ADDENDUM #2 - REVISED BID FORM

Fill in the lump sum amount in dollars, schedule availability to start work, number of working days:

Total for Metacomet Tennis Courts: $ $257,991.00
Available Start Date: JULY 15TH 2025
Schedule to Complete Work (in calendar days): 60 DAYS

Fill in the costs below for each Alternate in dollars:

1. ADD ALTERNATE Total for Windscreen: $ $8,500.00
2. ADD ALTERNATE Total for removal & replacing Fencing: $ $129,100.00
3. DEDUCT ALTERNATE Total for Asphalt Reclamation: $ $5,687.00
4. ADD ALTERNATE Total for fiberglass overlayment: $ $7,219.00

Fill in the cost below for each Unit Cost in dollars:

1. Unit cost for Windscreen (in $/LF) $27.00
2. Unit cost for removal & disposal of Unsuitable Materials (in $/CY) $65
3. Unit cost for import, distribution and compaction of new Material (in $/CY) $55

The undersigned proposes to provide services as described in the Bid Specifications prepared by the Town of Medfield, for the Total Base Bid price.

Signature of Individual Submitting Bid or Proposal

NICHOLAS DILIODO - PRESIDENT
Printed Name of Individual Submitting Bid or Proposal

JAM CORPORATION
Name of Business

OFFICE@JAMCORPMA.COM
Business Email Address

JAM Corporation CORPORATE SEAL 2014 MASSACHUSETTS

IX. ATTACHMENT C: LABOR HARMONY & OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

Signature of Authorized Individual Submitting Proposal

NICHOLAS DILIDDO - PRESIDENT
Printed Name

JAM CORPORATION
Name of Bidder (If Different Than Name)

3/27/25
Date

JAM Corporation CORPORATE SEAL 2014 MASSACHUSETTS

X. ATTACHMENT D: CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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.

Signature of Individual Submitting Bid or Proposal

JAM Corporation CORPORATE SEAL 2014 MASSACHUSETTS

NICHOLAS DILIDDO - PRESIDENT
Printed Name of Individual Submitting Bid or Proposal

JAM CORPORATION
Name of Business

3/27/25
Date

XI. ATTACHMENT E: TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed under the penalties of perjury.

JAM Corporation CORPORATE SEAL 2014 MASSACHUSETTS

Signature of individual submitting bid or proposal

NICHOLAS DILIDDO - PRESIDENT

Printed name of individual submitting bid or proposal

JAM CORPORATION

Name of business

3/27/25

Date

XII. ATTACHMENT F: SIGNATURE PAGE

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issued.)

Addendum No. #1, dated 3/24/25

Addendum No. #2, dated 3/31/25 (NEW BID SHEET)

Addendum No. _____, dated _____

_____
Signature of Individual Submitting Bid or Proposal

JAM CORPORATION
Name of Corporation, Company, or Individual

NICHOLAS DILIDDO
Printed Name of Person Authorized to Sign

PRESIDENT
Title

OFFICE@JAMCORPMA.COM
Email Address

3/27/25
Date

XIII. ATTACHMENT G: REFERENCE FORM

Bidder: JAM CORPORATION

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

Name of Bidder: NICHOLAS DILIDO

Permanent Main Office Address: 60 CANTERBURY ST WORCESTER MA 01610

Office Mailing Address for This Contract: " "

When Organized: 2014

When Incorporated, If Corporation: 2014

Years Contracting Under Present Name: 11

List contracts on hand, and those completed similar in nature to this kind of project. A minimum of four (4) contracts shall be provided. Additional contracts shall be provided upon request.

* SEE ATTACHED REFERENCE FORM *

Owner	Engineer	Contract	Description	Contract Amount	Completion Date

List any work the firm has failed to complete in the last five years, state where and why.

NONE

If you have ever defaulted on any contract, state where and why.

NEVER

List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm
NICHOLAS DILIDDO	PRESIDENT	JAM CORPORATION

State name(s) and qualifications of resident supervisor(s) for this project.

PAUL TONELLI - GM - 16 YEARS - CONSTRUCTION MANAGEMENT
RYAN WAMBACH - PM - 14 YEARS - PROJECT MANAGEMENT

List major equipment available for this project and identify ownership or rental.

(3) FULL SIZE EXCAVATORS (3) MID-MINI EXC. (2) SKIDSTEER (1) ROLLER (1) RECLAIM / MILL (1) 10' PAVER (4) DUMP TRUCKS / TRIAXLES

List bank references for verifying financial ability of your company.

Name	Address
LEOMINSTER CREDIT UNION	LEOMINSTER, MA
"ALL ONE CU"	

The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at 10:05A this 27TH day of MARCH 2025.

JAM CORPORATION
Name of Bidder
NICHOLAS DILIDDO
Name of Individual
PRESIDENT
Title

JAM Corporation CORPORATE SEAL 2014 MASSACHUSETTS

State of: MASSACHUSETTS

County of: WORCESTER, MA

NICHOLAS DILIDDO being duly sworn in person, deposes and says that he/she is PRESIDENT (Title) of JAM CORPORATION (Name of Firm),

that he/she is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this 31st day of March 2025.

(SEAL)

Ashley R. Merrick
(Notary Public)

ASHLEY R. MERRICK
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 23, 2031

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date) 3/27/25

The undersigned, being the Shareholders of JAM CORPORATION, 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, NICHOLAS DILIDDO 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 3/27, 2025

Clerk of Corporation

SEAL

JAM Corporation
CORPORATE
SEAL
2014 MASSACHUSETTS

Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, PM
Phone: 508-359-8505 x 3369

FAC 2025-03
Metacomet Tennis Courts
Questions & Responses - Addendum #1
Dated 3/24/2025

This Addendum #1 includes Clarifications & Revisions 1 & 2, followed by Questions & Responses #1-4.

CLARIFICATIONS & REVISIONS:

1. The completion date for this project has been moved up to **November 21, 2025**. This project is still subject to appropriation. Funding would be available July 1, 2025.
2. The CONTRACTOR is responsible for all subgrade compaction testing prior to paving. Reports must be provided to the OWNER proving subgrade meets or exceeds compaction requirements.

QUESTIONS & RESPONSES:

1. Question: Can you provide specifications for the fence replacement alternate?
   Answer: Please see specifications for the fence replacement Alternate below. The alternate cost should be written on IFB Bid Form B.

---

1. 10'-0" Chain Link Fence and Gates (Fusion Bonded Fabric and Powder Coated Framework and Fittings). The intent is that the fence footprint, number of gates, height shall remain the same.

SUBMITTALS

A. Shop Drawings: Supply shop drawings at an approved scale for location, installation and erection of all parts of the work under this Section including but not limited to the following:

1. Chain Link Fence and Gates including latching mechanism.

B. Product Information: Provide manufacturer's data showing installation and limitations in use. Supply Certificates of Compliance for all materials required for fabrication and installation. Work includes but is not limited to the following items:

1. Chain Link Fence and Gates including latching mechanism.

C. Material Selection and Samples: Submit samples showing the complete range of colors, textures and finishes available for all components required for construction. Work includes but is not limited to the following:

PART 2 - PRODUCTS

2.01 CHAIN LINK FENCE AND GATES

A. The types of fencing required for the project are as indicated below, subject to detailed material requirements, which follow.

B. All fencing materials shall be black.

C. All material shall be new, and products of recognized reputable manufacturers. Used, re-rolled or re-galvanized materials are not acceptable.

D. Like items of materials provided hereinafter shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance and replacement.

E. Fencing Fabric Wire shall conform to the following:

1. Fabric shall be premium grade helically wound and woven steel core wire in accordance with ASTM F668 for Class 2B vinyl fabric. Color to be black, and height shall match the existing fence.

2. Material specifics shall be as follows:

Core Wire Mesh
(inches) (gauge) Size
0.148 9 1-3/4"

3. Selvages: Fence fabric shall be knuckled selvage at top and bottom.

F. Powder coated framework shall be steel pipe – Type II: Cold formed and welded steel pipe complying with ASTM F 1043 , Group IC, with minimum yield strength of 50,000 psi (344 MPa), sizes as indicated. Protective coating per ASTM F 1043, external coating Type B, zinc with organic overcoat, 0.9 oz/S.F. (275 g/m2) minimum zinc coating with chromate conversion coating and verifiable polymer film. Internal coating Type B, minimum 0.9 oz/S.F. (275 g/m2) zinc or Type D, zinc pigmented, 81% nominal coating, minimum 3 mils (0.08 mm) thick. Color to be black.

G. Schedule of pipe sizes shall be as follows:

Application Height Outside Dimensions Weight (feet) (inches) (lbs/foot)
Terminal / Corner Posts 4'-0" 2.375 3.12 12'-0"+ 4.00 6.56
Line Post 4'-0" 1.90 2.28 12'-0"+ 4.00 6.56
Rails and Braces (all heights) 1.66 1.84

1. Posts shall be of sufficient length to allow for installation into concrete footings to a minimum depth of 4'-8" below finish grade.

2. Post tops shall be provided with post caps which fit securely and exclude moisture.

H. Top Rails shall have lengths no less than eighteen feet (18'-0") and shall be fitted with minimum six inches (6") long outside sleeved or internally swaged couplings for connecting the lengths into a continuous run. Provide top rail with pass-through fittings at line posts and rail end cups and brace bands at terminal or gate posts.

I. Middle and Bottom Rails shall be properly secured to line posts with steel boulevard clamps, and to terminal, corner, gate or pull posts with rail end cups and brace bands.

J. Brace Rails shall be provided for each terminal post with fabric height of six feet or more. Extend brace to each adjacent post at approximate mid-height of fabric and secure with rail end cups and brace bands.

K. Fence fittings and accessories shall be fabricated of steel or cast iron and shall conform to minimum requirements of ASTM F-626, and as below. Following fabrication and galvanizing, all fence fittings shall receive a 10 to 14 mil thick fusion bonded vinyl coating to match fabric color. With the exception of field painting for nuts and bolts, no painted fittings will be accepted.

1. Stretcher Bars shall not be less than three sixteenth's (3/16") of an inch by three quarter's of an inch (¾") and not less than 2 inches shorter than the nominal height of the fabric with which they are to be used. One stretcher bar shall be provided for each end and gate post, and two for each corner and pull post.

2. Fabric connectors shall be provided in sufficient number for attaching the fabric to all line posts at intervals not exceeding twelve inches (12"); and not exceeding twelve inches (12") when attaching fabric to top or bottom rail. Connectors shall be galvanized with a min. 0.8 oz/S.F. coating of zinc.

3. Unless designated otherwise on the details, tie wires shall be fabricated from rolled 9 gauge wire stock which has been cut to required lengths for hand twisted connections at the site. Color to be black.

4. Tension Bands shall be provided in sufficient number for attaching the fabric and stretcher bars to all terminal posts at intervals not exceeding twelve inches (12"). Tension bands shall have a minimum thickness after galvanizing of 0.078 inch; and minimum width of three quarters of an inch (3/4") for posts four inches (4") O.D. or less; and 0.108 inch thickness by seven eighths of an inch (7/8") for posts larger than four inches (4") O.D. Brace bands shall be formed from flat or beveled steel and shall have a minimum thickness of 0.108 inch after galvanizing; and a minimum width of three quarters of an inch (3/4"). Attachment bolts shall be five sixteenths of an inch (5/16") by one and one quarter of an inch (1 ¼") galvanized carriage bolts with nuts, ASTM A-307, Grade A.

5. Other hardware required shall be fabricated from steel, and galvanized in accordance with ASTM A123 and/or ASTM A153.

L. Chain Link Swing Gates:

1. Fabricate chain link swing gates in accordance with ASTM F 900 using galvanizing two inch (2") steel tubular members weighing 2.60 lb/ft. Fusion or stainless steel welded connections forming rigid one-piece unit. Frames shall be thermally fused after fabrication with minimum 10 mils per ASTM 1043. Coating before fabrication will not be allowed.

2. Chain link fabric for gates shall match fabric or fencing.

3. Gate posts shall be steel pipe – type II finished to match fence posts:

Post Size Weight

Double Leaf Gates (inches) (lb/ft.)
8' – 12' wide 2.875 5.79

4. Gate hinges shall be heavy-duty offset type. Install gate for 180-degree outward operation. Hinges shall have large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by the person.

5. All gates shall be equipped with a positive closure latch and padlock fitting. 6. Double gates shall be equipped with a drop rod to hold the inactive leaf. Provide gate stop pipe to engage center drop rod. Provide locking device and padlock eyes as an integral part of the latch, requiring one pad lock for locking both leaves.

M. Poured-in-place concrete footings shall have a twenty-eight day compressive strength of 4,000 psi.

PART 3 - EXECUTION

3.01 Chain Link Fence and Gates

A. General: Unless modified herein, installation of fencing shall meet the requirements of ASTM F567. Erect fencing in straight lines between angle points by skilled mechanics experienced in this type of construction.

B. Post Holes: Post holes shall be excavated to a minimum size of fifteen inches by forty eight inches (15"x48") for line posts and eighteen inches by forty eight inches (18"x48") for terminal posts.

1. Backfill concrete to within six inches (6") of finished grade and crown top to shed water in landscape areas. Posts set in concrete or asphalt shall be backfilled one inch (1") below the bottom of pavement.

2. Set posts with plumb vertical alignment.

C. Space posts in the fence line equally between gates, changes in direction, and terminal posts, with the maximum spacing shown on Drawings.

D. Provide corner or pull posts at maximum intervals of two-hundred fifty feet (250'- 0") O.C., and for any change in direction of 15-degrees or more, and for any abrupt change in grade, with bracing in both directions.

E. Hanging Fabric:

1. Fasten chain link fence fabric to terminal posts, and gate posts with tension bars and connector bands.

2. Fasten chain link fence fabric on field / track side.

3. Fence fabric shall be secured to all rails and to posts that are not terminal, or gate with wire ties at specified spacing. Tie down wire shall be woven through the fence fabric, completely around the rail and wire shall be twisted securely with three twists on the rail side of the fence and the tails of the wire cut off to preclude untwisting by hand. Twisted tie wire ends shall be turned under at horizontal rails and turned down at vertical rails to reduce potential for human contact.

4. Stretch fabric as tightly as possible without pulling the material out of shape. Top of fabric shall be parallel with top rail.

F. Testing of Fence Fabric: Each fence panel shall be constructed such that it will pass the following test. Deflection of fence fabric shall be no greater than 2 inches (2") when a force of 30 pounds is applied in the center of the panel, perpendicular to the plane of the fence fabric. Fabric shall return to original position when force is released.

G. Gates: Install gates in conformance with specification and detail requirements. Test swing and latch and adjust as necessary for proper operation.

2. **Question: Please share the Prevailing Wage Rate schedule.**
   Answer: Please see attached starting on page 7.

3. **Question: Can you share the planholders list?**
   Answer: Please see below

Pro Finish Lines, Co.
R.A.D Sports
MJ Cataldo
Allied Solution Enterprise
Cape & Island Tennis & Track
Lahlaf Geotechnical Consulting, Inc.
Hinding Tennis
Century Paving
Deltek Public Records

Marray Paving & Reclamation, Inc.
Hatch Asphalt
Project Dog
Mountain View Landscapes
Construct Connect
Woodall Construction Co
Belko Landscaping
Dandel Construction inc
Ramco Construction

4. Question: Would you consider adding to the specs of fiberglass overlayment on the tennis court to help with premature cracking?

   Answer: Please provide an alternate price to furnish and install a fiberglass overlayment system:

   ADD ALTERNATE: Fiberglass Overlayment: $ $7,257.00

   Fiberglass Reinforcement: **Plexibond Fiberglass System.** Apply a uniformly distributed fiberglass membrane consisting of continuous fiberglass threads woven perpendicular to each other and coated with an organic polymeric binder across all asphalt surfaces to receive color coating. The fiberglass membrane shall provide a 20x10 thread count for improved bitumen saturation and penetration.

   Apply a film of the hot or cold (liquid) applied bitumen adhesive to the surface, in accordance with the manufacturer's recommendations. Embed Fortress Resin Treated Glass Fabric into the adhesive using a brush or broom and enough pressure to force the adhesive through the mesh openings and around the fabric strands. Conform the fabric uniformly to the surface avoiding over-stretching, bridging or "fishmouths". Overlap adjacent fiberglass panels by a minimum of 3 inches.

   Apply a final coat of the hot or cold (liquid) applied bitumen adhesive to the surface, in accordance with the manufacturer's recommendations, ensuring that no fabric weave is visible.

   Approved products include **Plexibond Fiberglass System** as manufactured by California Sports Surfaces and 9600 Fortress Resin Treated Woven Fiberglass Fabric 20x10 as manufactured by the Brewer Company (800) 394-0086, or approved equal. Install as recommended by the manufacturer.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2025

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
Herlihy Insurance Group
51 Pullman Street
Worcester MA 01606

CONTACT NAME: Lee Ann Watterson
PHONE (A/C, No, Ext): 508-756-5159 FAX (A/C, No): 508-751-5747
E-MAIL ADDRESS: info@herlihygroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Graphic Arts Insurance	25984
INSURER B : UTICA NATIONAL INSURANCE GROUP	25976
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JAMCORP-01
JAM CORPORATION
60 Canterbury Street
Worcester MA 01610

COVERAGES **CERTIFICATE NUMBER:** 1049682041 **REVISION NUMBER:**

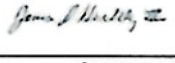
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	5613020	12/2/2024	12/2/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5613022	12/2/2024	12/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	5613543	12/2/2024	12/2/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	5681595	12/2/2024	12/2/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine - Equipment Floater Installation Coverage Jobsite Pollution			5613020	12/2/2024	12/2/2025	Leased/Rented Equipmt Installation Coverage Jobsite Pollution	150,000 500,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, forms and conditions. Certificate holder, and any person or organization requested, is included as an Additional Insured on a primary and non-contributory basis as required by a written contract, per form CG2010, and Completed Operations per form 2037 on the General Liability Policy. A Waiver of Subrogation applies on the General Liability, Automobile Liability, and Worker's Compensation when required by written contract. Excess Liability is follow form.

CERTIFICATE HOLDER
Town of Medfield
Medfield MA

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception

The following modification applies on an excess basis over any other insurance.

Under LIABILITY COVERAGE, the Fellow Employee Exclusion is replaced by the following:

Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment.

But this exclusion does not apply to "bodily injury" to any fellow "employee" which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of LIABILITY COVERAGE is increased to $2,500 and $300 respectively.

C. Automatic Hired Auto Physical Damage Coverage

1. Subject to **2.** and **3.** below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss";
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $35,000.
3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage

The following coverage is added to PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension

The coverage provided under PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to $50 per day and to a maximum of $1,000.

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F. Malfunction Extension for Airbags

The following provision is added to Exclusion **B.3.** of PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

G. Multiple Deductibles

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **2., 3.** or **4.** below.
2. **a.** If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
   b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in **a.** or **b.** of this item **3.** which results in the higher total payment to you.
   a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
   b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

H. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (DEFINITIONS) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

I. Unintentional Failure to Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

J. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

K. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

L. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or "employee" (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

M. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

a. The United States of America;
b. The territories and possessions of the United States of America;
c. Puerto Rico; or
d. Canada.

N. Employees as Insureds

The following is added to the LIABILITY COVERAGE Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

O. Towing and Labor

Under PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

a. $100 for a covered "auto" rated and classified as a private passenger vehicle.

b. $150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

P. Personal Effects

The following is added to PHYSICAL DAMAGE COVERAGE:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to $750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

Q. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

R. Additional Insured - By Contract, Agreement Or Permit

Under LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

S. Rental Reimbursement

1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.
2. We will pay the lesser of:
   a. The amount of actual and necessary rental costs that you incur; or
   b. A maximum of $5,000 for each "loss."
3. The Deductible provision does not apply to this coverage.

POLICY NUMBER: 5613020

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON (S) OR ORGANIZATION (S) WITH WHICH YOU HAVE WRITTEN CONTRACTS IN PLACE PRIOR TO LOSS REQUIRING THEY BE NAMED AS ADD'L INSDS UNDER POLICY., ALL LOCS AND COMPLETED OPS REQUIRED TO BE COVERED, UNDER WRITTEN CONTRACTS WITH YOU. , MA, 01610	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON (S) OR ORGANIZATION (S) WITH WHICH YOU HAVE WRITTEN CONTRACTS IN PLACE PRIOR TO LOSS REQUIRING THEY BE NAMED AS ADD'L INSDS UNDER POLICY. ALL LOCS AND COMPLETED OPS REQUIRED TO BE COVERED, UNDER WRITTEN CONTRACTS WITH YOU. MA, 01610	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: 5613020

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PARTIES REQUIRING A BLANKET WAIVER IN A WRITTEN CONTRACT WITH YOU ENTERED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **29th** day of **April** in the year **2025** between **Almar, LLC** with a usual place of business at **106 Adams Street, Medfield, MA 02052** hereinafter called the **CONTRACTOR,** and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER.**

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

   The Contract Documents consist of this Agreement together with the Contractor's completed Bid Submission Forms (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.

2. Scope of Work

   The scope of work includes all labor, materials, and equipment to replace the wood singles on the back side of the 'Carriage House' as detailed in the Town's scope of work dated March 24th, 2025. The alternate to re-glaze and re-paint the two (2) windows on the back side of the Carriage House have been accepted and the pricing is reflected in the contract total.

3. Contract Price

   The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of $10,000.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before May 30, 2025.**

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

G. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor in the amount of **$10,000.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or

interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By:

Name: Alexander Green

Title: Owner

OWNER: Town of Medfield

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

Kristine Trierweiler, Town Administrator

SCOPE OF WORK:

Dwight Derby House - Siding & Gutters

Town of Medfield, MA

Bid # FAC 2025-07

March 24, 2025

The Medfield Dwight Derby House is listed on the National Register of Historic Places. As a structure that has evolved over centuries from its beginnings in 1652, this house has significant intrinsic historical value and every attempt must be made to retain as much original material as practical. The 'Carriage House' was connected to the main house in a more recent addition. The back side of the Carriage house is in need of new siding and repairs to some of the gutters and downspouts which will be the purpose of this project.

PROJECT LOCATION

Dwight Derby House
7 Frairy Street
Medfield, MA 02052

M.G.L. STATUTE

Chapter 149 - Building Construction Contracts

CONTACT INFORMATION

Ben Jachowicz
Project Manager
508-359-8505 x 3369
bjachowicz@medfield.net

SITE VISIT

A site visit will be held on Wednesday, April 2nd, 2025 at 10:00 AM. Notify Ben twenty-four (24) hours in advance if you plan on attending.

QUESTIONS

Please email questions directly to Ben by Friday, April 4th, at 5:00 PM. Responses will be sent out to all bidders recorded as planholder by Monday, April 7th, at 5:00 PM.

BID DUE DATE

Bids are due on Friday, April 11th, before 5:00 PM. Bids should be emailed directly to Ben in PDF format before the due date.

EXPERIENCE

Bidders should have a minimum of ten (10) years experience with siding projects of similar scope. Experience with historic projects is preferred.

SCOPE OF WORK

1.0 PARTIAL SIDING REPLACEMENT

1.1 Introduction:
The purpose of this project is to replace the existing wood shingles on a historic building while preserving the architectural integrity of the structure. The contractor shall remove the existing wood shingles, replace any rotted wood components with wood pieces that match the rest of the building, and install new wood shakes in accordance with best practices for historic preservation.

1.2 Removal of Existing Wood Shingles:
- Carefully remove existing wood shingles to prevent unnecessary damage to underlying structural components.
- Properly dispose of all removed materials in compliance with local regulations.

1.3 Inspection and Replacement of Deteriorated Wood Components:
- Inspect all exposed sheathing and framing for signs of rot or deterioration.
- Replace any rotted or damaged wood components with wood pieces of similar size, and type to match the rest of the building. Plywood shall not be used as a substitute.
- Ensure any replacement wood components are at a minimum white pine planks that match the thickness of the other wood components.
- Remove any existing fascia board and trim that has deteriorated.

1.4 Installation of New Wood Shingles:
- Install high-quality, appropriately sized Eastern white cedar shingles on the back side of the Carriage house.
- Use stainless steel fasteners appropriate for wood shingles.
- Install new fascia board and trim.
- Ensure proper overlap and alignment of shingles to provide effective weather resistance and maintain historical authenticity.

- The shingles shall not require any coatings as the intent is to allow them to weather to keep the aesthetic of the house

1.5 Workmanship and Standards:

- All work must comply with applicable local, state, and federal building codes.
- Contractors must follow best practices for historic preservation and consult with relevant historical authorities as required.
- Work shall be performed in a manner that minimizes disruption to the building and surrounding property.

1.6 Cleanup and Punch List:

- Restore work areas to their original condition.
- All work must comply with the Massachusetts State Building Code, OSHA regulations, and all other applicable federal, state, and local laws.
- The contractor must obtain all necessary permits before commencing work.
- All materials used must meet or exceed industry standards for durability and environmental compliance.
- The contractor must be licensed and insured in the Commonwealth of Massachusetts.
- Final signoff on all punch list items is required by the Town prior to the release of final payment.

2.0 SCHEDULE

2.1 This project will commence on or around April 28th, 2025, and must be completed by May 30, 2025.

3.0 WARRANTY

3.1 Provide a 1-year warranty on workmanship and materials

4.0 PREVAILING WAGE RATE

4.1 In accordance with M.G.L. this project is subject to the prevailing wage rate

5.0 BONDING REQUIREMENTS

5.1 In accordance with M.G.L. if the contract amount is greater than $25,000 a payment bond equal to 50% of the contract total will be required.

6.0 SUBMISSION REQUIREMENTS

6.1 Completed ‘Bid Submission Form’ (found on page 7)

6.2 Completed ‘References Form’ (found on page 8)

6.3 Proof of licensing, certifications, insurance, and bonding (if applicable)

6.4 Contractor is prepared to agree to contract terms and conditions if awarded

The Town of Medfield reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

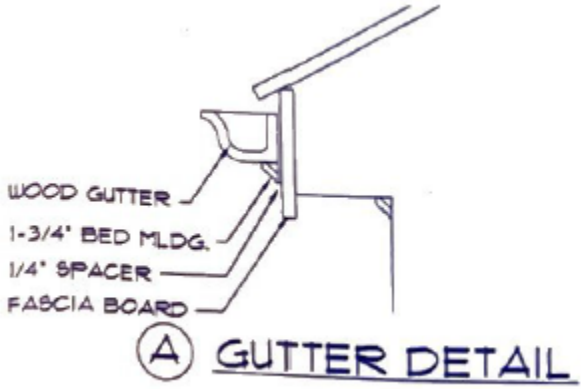
7.0 EXISTING CONDITIONS PHOTOS

Below is a photo of the back side of the 'Carriage House' where siding is to be replaced.

CONTINUE ON TO NEXT PAGE…

8.0 ALTERNATES

1. Gutters and Downspouts: The gutters and downspouts on the Carriage house addition are in need of repairs and replacement in some areas. Below is a detail for the wood gutters:



In most cases, the fascia board behind the gutters has rotted out and is in need of replacement. Downspouts and transitions are needed. Salvage as much as possible but a watertight solution is needed. There is approximately 100’ of wood gutter and 60’ of downspout that is in need of repair. Wood gutter, trim and fascia are to be painted after installation. Below are photos of the areas:

2. Carriage House Windows: Provide a price to restore (re-glaze and repaint) the two small windows and frames on the back side of the Carriage House (re-shingle area)

CONTINUE ON TO NEXT PAGE…

BID SUBMISSION FORM
Dwight Derby House
Exterior Repairs

COMPANY NAME

Contractor: Almar, LLC

ADDENDUMS

Acknowledges Addendums #:_____,_____,_____,_____,_____,_____

CONSTRUCTION COST

Base Bid Amount: $ 9,000

Schedule to complete work (in Calendar Days): 30

ALTERNATES

ALT 1: Gutters and Downspouts $ 7,500

ALT 2: Restore Windows $ 1,000

UNIT COSTS

Additional square foot of siding replacement $ 15 /SF

Additional linear foot of gutter replacement $ 75 /LF

Additional linear foot of downspout replacement $ 10 /LF

ATTESTATION

Has reviewed the contract and is prepared to execute the agreement with terms and conditions as written? (see pages 9 through 19) **YES** or **NO**

SIGNED: Alex Green DATE: 4-11-2025

REFERENCES FORM
Dwight Derby House
Exterior Repairs

** Please see attached for References

Customer: _____
Mailing Address: _____
Period of Service (MM/YYYY): _____ through _____
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: _____
Primary Contact: _____ Title: _____
Telephone: _____ Ext: _____
Email: _____

Customer: _____
Mailing Address: _____
Period of Service (MM/YYYY): _____ through _____
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: _____
Primary Contact: _____ Title: _____
Telephone: _____ Ext: _____
Email: _____

Customer: _____
Mailing Address: _____
Period of Service (MM/YYYY): _____ through _____
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: _____
Primary Contact: _____ Title: _____
Telephone: _____ Ext: _____
Email: _____

Customer: _____
Mailing Address: _____
Period of Service (MM/YYYY): _____ through _____
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: _____
Primary Contact: _____ Title: _____
Telephone: _____ Ext: _____
Email: _____

ALMAR LLC

Email: agreen@almarllc.com
Mailing: PO Box 662
Medfield, MA 02052

Web: www.almarllc.com
Phone: (508) 813-2275
Fax: (508) 242-9972

Job: Jason Russell House - Phase 3
Location: 7 Jason Street, Arlington, MA 02476
Owner: Arlington Historical Society
Designer: Design Associates
Scope: Window Restoration, Gutter, Fascia Repairs, Carpentry, Masonry
Value: **Original:** $38,900 **Final:** **$53,900**
Dates: 9/22/20 - 2/19/21 ** Increased Scope
Contact: **Name:** Patrick Guthrie
Phone: 617-661-9082
Email: patrick@design-associates.com

Job: Roof Replacement Shrewsbury Municipal Bldg.
Location: 100 Maple Ave, Shrewsbury, MA
Owner: Town of Shrewsbury
Designer: Nault Architects, Inc.
Scope: Repair and Replacement of existing Shingles
Value: **Original:** $323,000 **Final:** **$345,773**
Dates: 9/28/22 - 11/8/22
Contact: **Name:** Keith Baldinger
Phone: 508-841-8657
Email: kbaldinger@shrewsburyma.org

Job: Worcester Roof Replacement
Location: Greenwood Gardens 667-2
Owner: Worcester Housing Authority
Designer: Nault Architects
Scope: Roof Replacement
Value: **Original:** $231,500 **Final:** **$231,500**
Dates: 3/22/23 - 4/17/23
Contact: **Name:** Mark Verdini
Phone: 508-635-3313
Email: verdini@worcesterha.org

Job: Littlefield Library Roof and Exterior Renovation
Location: Littlefield Library, Tyngsborough, MA
Owner: Town of Tyngsborough
Designer: BCA - Building Conservation Associates, Inc.
Scope: Replace Slate Roof and Wood Door
Value: **Original:** $98,000 **Final:** **$98,000**
Dates: 4/15/23 - 9/8/23
Contact: **Name:** Colin Loiselle
Phone: 978-649-2300 x 155
Email: cloiselle@tyngsboroughma.gov

Job: Brockton Fire Station 2
Location: 945 Main Street, Brockton, MA 02301
Owner: City of Brockton
Designer: McKinnell, McKinnell & Taylor, Inc.
Scope: Roof Replacement
Value: **Original:** $209,000 **Final:** **$258,237**
Dates: 5/3/23 - 2/1/7/24 **Increased Scope
Contact: **Name:** Gail Trachtenberg
Phone: 781-878-6223
Email: gtrachtenberg@mm-t.com

Job: Worcester Senior Center
Location: 128 Providence Street, Worcester, MA 01604
Owner: City of Worcester
Designer: Nault Architects
Scope: Roof Replacement
Value: **Original:** $373,000 **Final:** **$373,000**
Dates: 11/15/23 - 2/12/24
Contact: **Name:** Chris Gagliastro
Phone: 508-799-1220
Email:

Job: Needham Roof Replacement
Location: 28 Robert Cook Drive Apartments, Needham, MA 02492
Owner: Needham Housing Authority
Designer: Ferentinos Architecture
Scope: Roof Replacement
Value: **Original:** $478,802 **Final:** **$478,802**
Dates: 6/1/23 - 8/25/23
Contact: **Name:** Andrew Ferentinos
Phone: 917-856-6628
Email: af@andrewferentinos.com

Job: Brookline RR @ Kickham Apartments
Location: 190 Harvard Street, Brookline, MA 02446
Owner: Brookline Housing Authority
Designer: BWA Architecture
Scope: Roof Replacement at Kickham Apartments
Value: **Original:** $518,666 **Final:** **$539,640**
Dates: 6/22/24 - 10-31-24
Contact: **Name:** Chris Devoll
Phone: 617-277-2022 x 312
Email: cdevoll@brooklinehousing.org

Job: Salisbury House - Preservation Worcester
Location: 61 Harvard Street, Worcester, MA 01609
Owner: Preservation Worcester
Designer: Lamoureux Pagano Associates
Scope: Phase 1 Exterior Restoration of Historic Salisbury House
Value: **Original:** $83,000 **Final:** **$162,078**
Dates: 3-11-24 - 5-21-24 **Increased Scope
Contact: **Name:** Andree Furtado
Phone: 508-752-2831
Email: afurtado@lpaa.com

Job: Lakeville Old Town Hall - Historic
Location: 2 Precinct Street, Lakeville, MA 02347
Owner: Town of Lakeville, Select Board Office
Designer: RT Architecture, Inc.
Scope: Cedar Shingle Roof Removal & Replacement
Value: **Original:** $47,600 **Final:** **$49,600**
Dates: 6-10-24 - 6-14-24 **Increased Scope
Contact: **Name:** Tracie Craig-McGee
Phone: 508-946-8803
Email: tcraig-mcgee@lakevillema.org

Job: Roxbury Community College (Subcontractor)
Location: 1234 Columbus Avenue, Roxbury, MA
Owner: Roxbury Community College
Contractor: APC Planners/Builders
Scope: 1, 2 & 4 Roof Repairs
Value: **Original:** $288,000 **Final:** **$288,000**
Dates: 7/19/24 - 9/30/24
Contact: **Name:** Robert Beatty - Project Manager
Phone: 774-712-0086
Email: rbeatty@apcdevelopment.com

Job: Taunton Roof Replacement - Water Treatment Plant
Location: 91 Precinct Street, Taunton, MA
Owner: City of Taunton
Designer: City of Taunton
Scope: Roof Replacement
Value: **Original:** $595,672 **Final:** **$595,672**
Dates: 9-17-24 to 11-26-24
Contact: **Name:** Chris Carmichael
Phone: 508-821-1015 x 1113
Email: ccarmichael@taunton-ma.gov

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 Contractor by: Almar, LLC

Print Name

Alex Green, Managing Member

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Alex Green, authorized signatory for

name of signatory

Almar, LLC, whose

name of contractor

principal place of business is at PO Box 662 106 Adams Street, Medfield, MA 02052,

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

Almar, LLC has paid all

name of contractor

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

Alex Green

Signature Date

EXAMPLE CLERK'S CERTIFICATE

N/A - LLC

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, 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, _____ 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 _____, 20__.

_____

Clerk of Corporation

SEAL

Commonwealth of Massachusetts
Division of Occupational Licensure
Board of Building Regulations and Standards

Construction Supervisor

CS-114426

ALEXANDER P GREEN
2 RHODODENDRON AVE
MEDFIELD MA 02052

Expires: 03/01/2027

Commissioner

THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs & Business Regulation
HOME IMPROVEMENT CONTRACTOR
TYPE: LLC

Registration	Expiration
182581	07/05/2025

ALMAR LLC

ALEXANDER GREEN
106 ADAMS ST
MEDFIELD, MA 02052

Undersecretary

OSHA

Construction Safety and Health

ALEXANDER GREEN

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
SHEET METAL WORKERS
ISSUES THE FOLLOWING LICENSE
APPRENTICE

ALEXANDER P GREEN
91 ROBBINS ST
AVON, MA 02322-1421

LICENSEE SIGNATURE

16462	03/28/2020	437218
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

Commonwealth of Massachusetts
Division of Occupational Licensure

ALEXANDER P GREEN
RHODODENDRON AVE
MEDFIELD MA 02052

Expires: 03/01/2024

CERTIFICATE OF COMPLETION

AERIAL WORK PLATFORM SAFETY COURSE

ALEX GREEN
has completed training in the safety and functioning of JLG Aerial Work Platforms, and has demonstrated an understanding of the proper usage and safety procedures

Date of Training 2/4/12 Date of Evaluation 2/4/12

Models Demonstrated TEREX TB40

ANSI/SIA A92.2 ANSI/SIA A92.5

---

crane TRAINING OPERATORNETWORK

Alex Green
has successfully completed
Qualified Signal Person 2015
(Audible-Hand-Radio) Training

Curriculum complies with
OSHA Regulation 1926-1400, ANSI, ASME and SCORM

Certificate # 92115op

Date Issued: 6/24/15

Employer: Almar LLC

OFFTAKER ESTOPPEL CERTIFICATE
(TOWN OF MEDFIELD)

Dated as of April 29, 2025

Reference is made to that certain Power Purchase Agreement dated December 28, 2023, as amended August 20, 2024 (the "PPA") and Lease Agreement dated December 28, 2023, as amended August 20, 2024 (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, a Massachusetts municipality (the "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 electricity-generating system located at 24 Pound Street, Medfield, Massachusetts 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: Gus Murby
Title: Select Board, Town of Medfield, Massachusetts

By: _____
Name: Osler L. Peterson
Title: Select Board, Town of Medfield, Massachusetts

By: _____
Name: Eileen Murphy
Title: Select Board, Town of Medfield, Massachusetts

MEDFIELD PUBLIC SCHOOLS

By: _____
Name: Jeffrey J. Mardsen, Ed. D
Title: Superintendent of Medfield Public Schools

By: _____
Name: Michael LaFrancesca
Title: Director of Finance and Operations

[Remainder of page intentionally left blank]

AGREED TO AND ACKNOWLEDGED BY:

COMPANY:

SOLECT ENERGY LESSEE LLC

By: Solect Energy Development LLC, its Sole Member

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

EXHIBIT A

The PPA

[See attached]

AMENDMENT NO. 1
POWER PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (this "**Amendment**") is entered into as of August 20, 2024, by and between the Town of Medfield ("**Host**") and Solect Energy Lessee LLC, as successor-in-interest to Solect Energy Development LLC, a Massachusetts limited liability company (together with its successors and assigns, "**Provider**"). Unless otherwise defined herein, terms defined in the Agreement (as such term is defined below) and used herein shall have the meanings given to them in the Agreement.

Preliminary Statement

WHEREAS, Host and Provider are parties to that certain Power Purchase Agreement dated as of December 28, 2023 (the "Agreement") pursuant to which Provider will construct a solar-powered electricity generating project at the Premises leased by Provider from Host pursuant to a Lease Agreement of even date; and

WHEREAS, the Parties have agreed to modify the design of the Project, removing some equipment and adjusting the location of other equipment accordingly; and

WHEREAS, as a result of the modifications to the Project design, the Project cost and production have decreased; and

WHEREAS, as a result of the decreased Project cost, the Parties have agreed to decrease the PPA Rate; and

WHEREAS, due to the modified Project design and decreased PPA Rate, the Parties have agreed to adjust the Energy Purchase Prices, Early Termination Amounts, Equipment List, production estimates and layout of the Project as shown in the Description of Premises; and

WHEREAS, the Parties desire to amend the Agreement, as provided for in this Amendment.

NOW, THEREFORE, each of Host and Provider, for and in consideration of the promises and the other good and valuable consideration described in the Agreement, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

1. Exhibit A Energy Purchase Prices is hereby deleted and replaced in its entirety with Exhibit A attached hereto.
2. Exhibit B Early Termination Amounts is hereby deleted and replaced in its entirety with Exhibit B attached hereto.
3. Exhibit D Description of Premises is hereby deleted and replaced in its entirety with the Exhibit D attached hereto.

4. Exhibit E Description of Project is hereby deleted and replaced in its entirety with the Exhibit E attached hereto.
5. Exhibit F Estimated Annual Production is hereby deleted and replaced in its entirety with the Exhibit F attached hereto.

Except as expressly provided in this Amendment, the execution and delivery of this Amendment does not and will not amend, modify or supplement any provision of, or constitute a consent to or a waiver of any noncompliance with the provisions of the Agreement, and, except as specifically provided in this Amendment, the Agreement shall remain in full force and effect. All parts of the Agreement not affected by this Amendment are hereby ratified and affirmed in all respects. This Amendment 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. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Host and Provider. This Amendment constitutes the entire understanding and agreement between Host and Provider with respect to the transactions described herein. All approvals of or waivers by Provider in respect of any of the terms, conditions or requirements of this Amendment must be in writing. No waiver with respect to any condition, breach or other matter shall extend to or be taken in any manner whatsoever to affect any other condition, breach or matter or affect Provider's rights resulting therefrom. This Amendment may only be amended by a written agreement signed by Host and Provider. All notices, demands and requests hereunder shall be provided in the manner, and to the parties, set forth in the Agreement.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

IN WITNESS WHEREOF, Host and Provider have executed this Amendment No. 1 as of the date set forth above.

HOST: Town of Medfield

By _____
Name: Gus Murby
Title: Member, Town of Medfield Select Board

By _____
Name: Osler L. Peterson
Title: Member, Town of Medfield Select Board

By _____

Name: Eileen Murphy
Title: Member, Town of Medfield Select Board

Medfield Public Schools

By _____

Name: Jeffrey J, ~~Mardsen~~ Marsden, Ed. D.

Title: Superintendent, Medfield Public Schools

Medfield Public Schools

By _____

Name: Michael LaFrancesca

Title: Director, Finance and Operations

PROVIDER: Solect Energy Lessee LLC

By: Solect Energy Development LLC, its Sole Member

By: _____

Name: James R. Dumas

Title: CFO, Authorized Signatory

EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are based 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 7
SMART Incentive Amount	**$0.10137**
PPA Rate ($/kWh)	**$0.1070**

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.
- PPA Rate assumes Project is exempt from personal property tax.
- 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), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html 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 E.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, the PPA Rate will be adjusted up or down, as the case may be, in accordance with the following process. Upon the occurrence of such a material difference, Provider will promptly notify Host in writing of the details of such difference, and shall prepare a "Final PPA Rate" 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: $0.17/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 2% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	0.1617
2	0.1649
3	0.1682
4	0.1716
5	0.1750
6	0.1785
7	0.1821
8	0.1858
9	0.1895
10	0.1933
11	0.1971
12	0.2011
13	0.2051
14	0.2092
15	0.2134
16	0.2176
17	0.2220
18	0.2264
19	0.2310
20	0.2356
21	0.2403
22	0.2451
23	0.2500
24	0.2550
25	0.2601

EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A

EARLY TERMINATION AMOUNTS

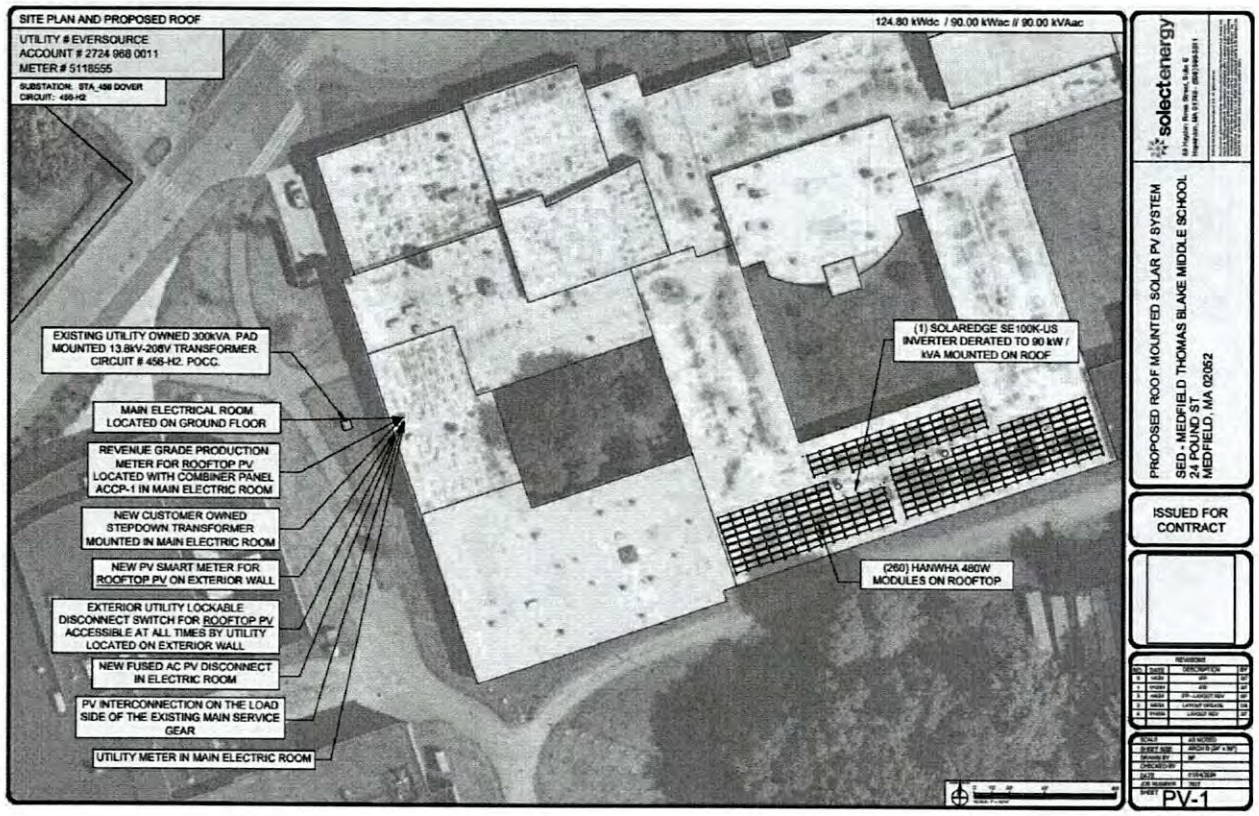
Year	Early Termination Amount	Early Purchase
1	$430,422	N/A
2	$398,618	N/A
3	$366,450	N/A
4	$354,808	N/A
5	$321,850	N/A
6	$288,465	N/A
7	$254,628	$200,981
8	$241,227	N/A
9	$227,324	N/A
10	$212,891	$154,271
11	$201,482	N/A
12	$192,271	N/A
13	$182,743	N/A
14	$172,882	N/A
15	$162,668	$94,711
16	$151,314	N/A
17	$139,522	N/A
18	$127,269	N/A
19	$114,529	N/A
20	$101,277	$22,496
21	$99,143	N/A
22	$97,074	N/A
23	$95,077	N/A
24	$93,159	N/A
25	$95,819	N/A

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.



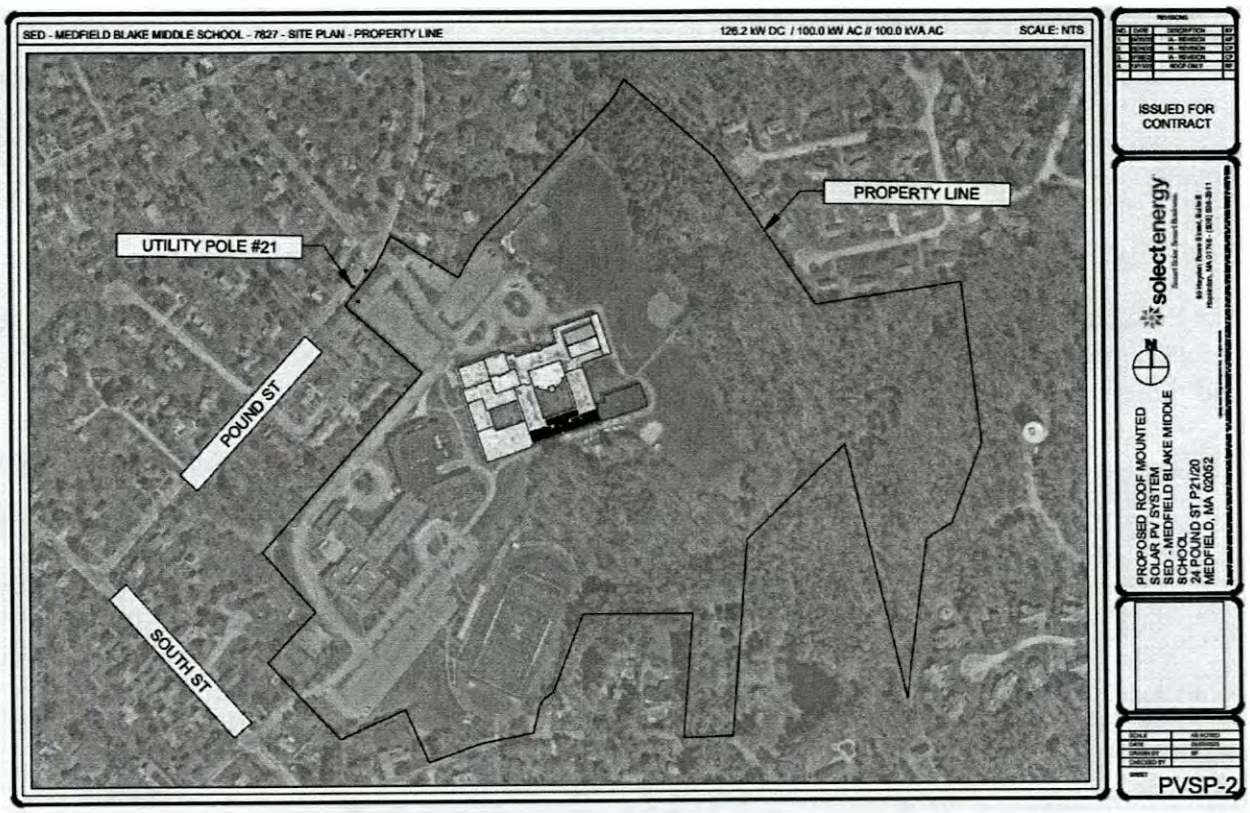

SED - MEDFIELD BLAKE MIDDLE SCHOOL - 7827 - SITE PLAN - PROPERTY LINE
126.2 kW DC / 100.0 kW AC // 100.0 kVA AC
SCALE: NTS
PROPERTY LINE
UTILITY POLE #21
POUND ST
SOUTH ST
ISSUED FOR CONTRACT
solectenergy
PROPOSED ROOF MOUNTED SOLAR PV SYSTEM
SED - MEDFIELD BLAKE MIDDLE SCHOOL
24 POUND ST P21/20
MEDFIELD, MA 02052
PVSP-2

EXHIBIT E

DESCRIPTION OF PROJECT

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

This system includes a rooftop system behind a common meter.

Combined system includes:

#260 Tier 1 480W solar PV modules or equivalent

#1 100k SolarEdge inverter or equivalent derated to 90kW

Disconnect, breaker, production meter, 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 Annual Production
1	139,776
2	139,007
3	138,243
4	137,482
5	136,726
6	135,974
7	135,226
8	134,483
9	133,743
10	133,007
11	132,276
12	131,548
13	130,825
14	130,105
15	129,390
16	128,678
17	127,970
18	127,266
19	126,567
20	125,870
21	125,178
22	124,490
23	123,805
24	123,124
25	122,447

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.

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POWER PURCHASE AGREEMENT

For

Town of Medfield Thomas Blake Middle School
24 Pound St., Medfield, MA 02052

Dated as of

December 28, 2023

between

Town of Medfield
459 Main St.
Medfield, MA 02052

And

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

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CONTENTS

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 OPTIONS; REMOVAL AT END OF TERM.	15
10.	SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.	16
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.	25
18.	CHANGE IN LAW.	26
19.	PROVIDER DEFAULT AND HOST REMEDIES.	26
20.	HOST DEFAULT AND PROVIDER REMEDIES.	28
21.	COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.	29
22.	LIMITATIONS ON DAMAGES.	31
23.	DISPUTE RESOLUTION.	32
24.	NOTICES.	32
25.	MISCELLANEOUS.	33
GLOSSARY OF TERMS		38

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of December 28, 2023, (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 April 1, 2022, 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

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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 twenty-fifth (25th) 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 Agreement, 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 or its agents and not caused by the Provider's (or its agents') 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.

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(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 so as not to unduly interfere with the operations of Host, and in compliance with all applicable laws including 71 MGL 38R. 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;

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(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.

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(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 without penalty, but subject to the obligations contained herein, 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

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minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical and in accordance with site-specific security requirements of Host. 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) Testing Frequency. Provider shall cause the meter to be calibrated when and as required or recommended pursuant to manufacturer's warranties. Provider shall also conduct tests in accordance with standard industry practice, and at such times as production data for the Project shows variance from the meter readings, and at such times and with such frequency as required or recommended by the manufacturer of the meter, but not less than once every five years.

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.

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(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

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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.

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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: Accounts Payable
Email:Accountspayable@email.medfield.net

With a copy to: Michael LaFrancesca
Email: mlafrancesca@email.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.

(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 first 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.

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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.

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(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.

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(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 (7^{th}), tenth (10^{th}), and fifteenth (15^{th}) 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 (10^{th}) 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

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discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the tenth (10^{th}) 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 or where the shutdown was made necessary in order to undertake repairs or maintenance activities made necessary by the negligence of Provider or its agents or by Provider's breach of its obligations under this Agreement,) 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

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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

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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. If project will produce not more than 125% of the annual load of the Property Provider will apply to the Town of Medfield for exemption of the Project from

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personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, 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. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, 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.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the Town of Medfield, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.

If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the Town of Medfield, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

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.

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(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

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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.

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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, agents 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). 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. Neither Host, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution and performance thereof by Host which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive. Host does not waive any of the rights, remedies, defenses and immunities afforded Host, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Host hereby reserves.

(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").

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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

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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 what Host reasonably believes, after performing reasonable due diligence, are the pertinent records in Host's possession concerning the physical condition of the Premises, but makes no representations or warranties regarding such records or the condition of the Premises or Site. 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 discoverable 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.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to 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.

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(ii) Review of Host Records; Inspection of Site/Premises. Prior to signing this Agreement, Provider has carefully reviewed the records provided by Host as referenced in Section 16(b)(i), above, and has conducted a reasonable visible inspection of the Site and Premises.

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,

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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 without further penalty, but subject to the obligations contained herein. 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:

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(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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

(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 without payment of any Early Termination Amount, 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 thirty (30) 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, or fails to dispute the accuracy of said payment pursuant to 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

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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 is a financial institution or at least as creditworthy as Provider.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

(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 forty five (45) Business 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

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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 DELAY LIQUIDATED DAMAGES AND ANY PAYMENT BY HOST OR PROVIDER SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY

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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

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

Attention: Michael LaFrancesca
Email: mlafrancesca@email.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.

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(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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

(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.

(k) M.G.L. c. 62C, § 49A Certification. Provider and Host hereby certify under penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, all as stated under M.G.L. c. 62C, §49A.

(l) This Agreement is subject to the provisions of Applicable Laws.

(m) Any requirement that Host cooperate with or assist Provider or take any action shall not require Host to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Host or any other Governmental Authority.

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

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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: DocuSigned by: James R Dumas
ED1005533B8C4BB...

Name (printed): James R. Dumas

Title: CFO and Authorized Signatory

Date: 12/28/2023

Town of Medfield, Massachusetts

By: DocuSigned by: Gustave H. Murby
523FD5E7760F408...

Name (printed): Gus Murby

Title: Select Board, Town of Medfield, Massachusetts

Date: 12/28/2023

Town of Medfield, Massachusetts

By: DocuSigned by: Osler L. Peterson
A6901CAD50594AC...

Name (printed): Osler L. Peterson

Title: Select Board, Town of Medfield, Massachusetts

Date: 12/28/2023

Town of Medfield, Massachusetts

By: DocuSigned by: Eileen Murphy
CD38CC95B4A9425...

Name (printed): Eileen Murphy

Title: Select Board, Town of Medfield, Massachusetts

Date: 12/28/2023

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Medfield Public Schools

By: DocuSigned by: 90F2E49B6AFB4DD...

Name (printed): Jeffrey J. Mardsen, Ed. D

Title: Superintendent of Medfield Public Schools

Date: 12/29/2023

Medfield Public Schools

By: DocuSigned by: Michael LaFrancesca 4620169AE04042B...

Name (printed): Michael LaFrancesca

Title: Director of Finance and Operations

Date: 12/29/2023

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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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

"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

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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.

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"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.

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"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, or 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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

"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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are based 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 7
SMART Incentive Amount	$0.10137
PPA Rate ($/kWh)	$0.14

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.
- PPA Rate assumes Project is exempt from personal property tax.
- 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), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html 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 E.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, the PPA Rate will be adjusted up or down, as the case may be, in accordance with the following process. Upon the occurrence of such a material difference, Provider will promptly notify Host in writing of the details of such difference, and shall prepare a "Final PPA Rate" a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA

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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: $0.17/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 2% annual escalation rate.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

Guarantee Year	Avoided Energy Price
1	0.1567
2	0.1598
3	0.1630
4	0.1662
5	0.1696
6	0.1730
7	0.1764
8	0.1799
9	0.1835
10	0.1872
11	0.1910
12	0.1948
13	0.1987
14	0.2026
15	0.2067
16	0.2108
17	0.2151
18	0.2194
19	0.2237
20	0.2282
21	0.2328
22	0.2374
23	0.2422
24	0.2470
25	0.2520

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EXHIBIT A-1

PILOT AMOUNTS

[For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).]

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EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A

EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	$519,570	N/A
2	$481,261	N/A
3	$442,494	N/A
4	$428,711	N/A
5	$388,947	N/A
6	$348,641	N/A
7	$307,762	$253,497
8	$291,747	N/A
9	$275,092	N/A
10	$257,762	$198,464
11	$242,380	N/A
12	$230,323	N/A
13	$217,791	N/A
14	$205,447	N/A
15	$192,614	$123,873
16	$179,265	N/A
17	$165,370	N/A
18	$150,899	N/A
19	$135,128	N/A
20	$118,673	N/A
21	$113,631	N/A
22	$108,484	N/A
23	$103,230	N/A
24	$97,864	N/A
25	$100,555	N/A

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EXHIBIT C

DESCRIPTION OF SITE

Property Address: 24 Pound St., Medfield, MA, 02052

The land, with the buildings thereon, known and numbered as 24 Pound Street, being the site of the Town of Medfield Thomas Blake Middle School in the Town of Medfield, Norfolk County, Massachusetts, consisting of the following six (6) tracts of land:

FIRST TRACT: 6.90 acres of land, more or less, in the Town of Medfield, Norfolk County, Massachusetts shown as Lot No. 1 on a Plan of Land in said Town dated August 2, 1956, recorded with the Norfolk Registry of Deeds in Plat Book 203, Plan No. 4-1957, and being more particularly described in that certain deed dated April 4, 1957, from William C. Blackett and Barbara R. Blackett, husband and wife, to The Inhabitants of the Town of Medfield, recorded in Book 3550, Page 277 of the Registry of Deeds of Norfolk County, Massachusetts, to which references are herein made for a more complete description;

SECOND TRACT: A certain parcel of land in the Town of Medfield, being shown as containing 30.93 acres and a lot No. 6, on a plan dated July 11, 1956 and filed in Plat Book 203 as Plan No. 347-1957 in the Registry of Deeds of Norfolk County, Massachusetts, more particularly described as "PARCEL I" in that certain deed from Byron E. Bristol and Esther Boston Bristol, husband and wife, to The Inhabitants of the Town of Medfield, recorded in Book 3551, Page 537 of the Registry of Deeds of Norfolk County, Massachusetts, to which references are herein made for a more complete description

THIRD TRACT: A parcel containing 16.28 acres, more or less, in the Town of Medfield, Norfolk County, Massachusetts, as shown on that certain “Plan of Land in Medfield, Mass.” dated Feb. 26, 1957 and filed in Plat Book 203, Plan No. 348-1957 in the Registry of Deeds of Norfolk County, Massachusetts, being more particularly described as “PARCEL II” in that certain deed from Byron E. Bristol and Esther Boston Bristol, husband and wife, to The Inhabitants of the Town of Medfield, recorded in Book 3551, Page 537 of the Registry of Deeds of Norfolk County, Massachusetts, to which references are herein made for a more complete description;

FOURTH TRACT: Two parcels of land in the Town of Medfield, Norfolk County, Massachusetts, shown as Parcels A and B and containing 13,435 square feet and 260,811 sq ft or 5.987 acres, respectively, on a certain “Plan of Land in Medfield” dated December 31, 1956 and recorded in Plat Book 204, Plan No. 1291-1957 of the Registry of Deeds of Norfolk County, Massachusetts, and being more particularly described in that certain deed dated May 8, 1957, from Ella C. Marcionette, being unmarried, to The Town of Medfield, recorded in Book 3610, Page 556 of the Registry of Deeds in Norfolk County, Massachusetts, to which references are herein made for a more complete description;

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FIFTH TRACT: 99,129 square feet of land in the Town of Medfield, Norfolk County, shown as lots numbered 1 and 2 on a certain plan dated June 8, 1964 and recorded with the Registry of Deeds of Norfolk County in Plat Book 217, Plan No. 600-1964, as described in that certain Order of Taking dated September 6, 1966, by the Board of Selectmen of the Town of Medfield, Commonwealth of Massachusetts, recorded in Book 4383, Page 204 of the Registry of Deeds in Norfolk County, Massachusetts, to which references are herein made for a more complete description; and

SIXTH TRACT: A 172 square foot parcel of land in the Town of Medfield, Norfolk County, Massachusetts, shown and designated as Lot A on a plan entitled "Plan of Land to be Acquired by the Town of Medfield, Mass" dated December 13, 1966, and filed with the Registry of Deeds of Norfolk County in Plat Book 4403, Page 500, Plan No. 1254-1966,
and being more particularly described in that certain deed dated December 28, 1966, from Henry C. Bridge and Grace E. Bridge, husband and wife, as tenants by the entirety, to Inhabitants of the Town of Medfield, recorded in Book 4403, Page 500 of the Registry of Deeds in Norfolk County, Massachusetts, to which reference is made herein made for a more complete description.

Tax Parcel ID 38-001

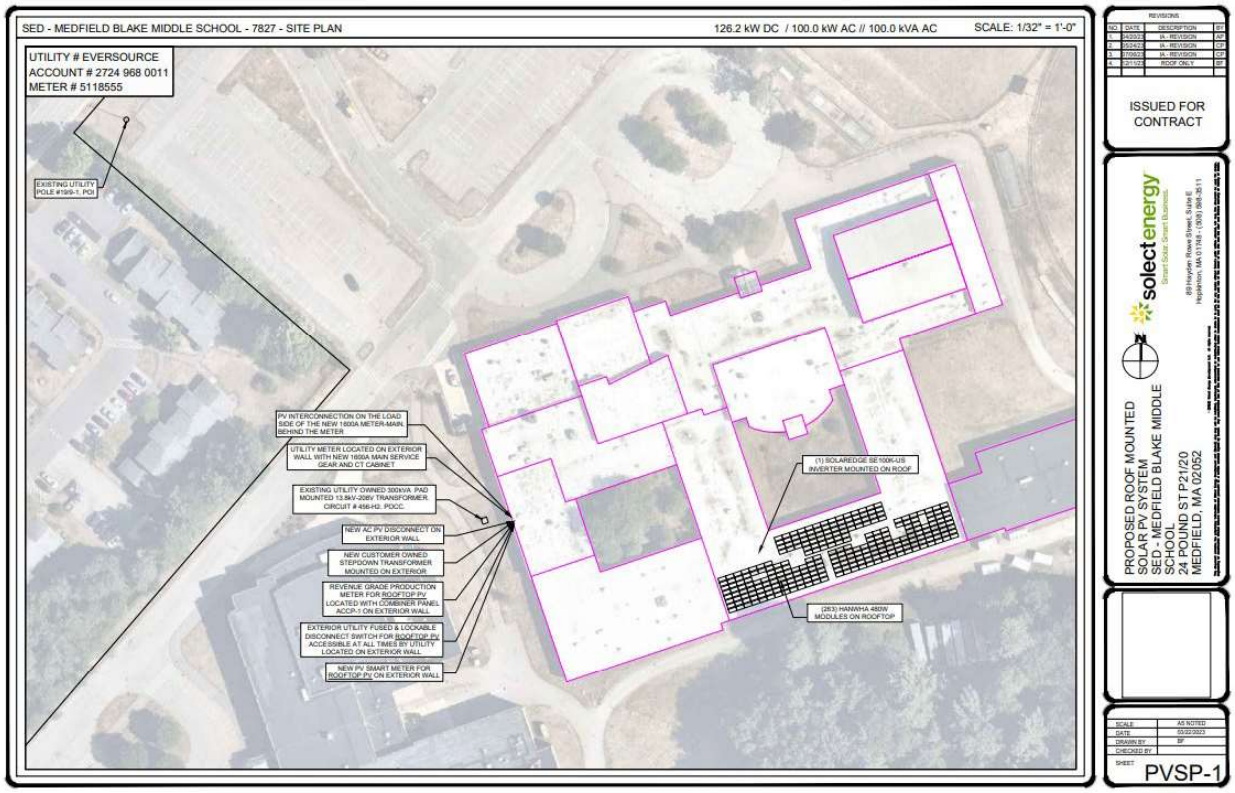
DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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.



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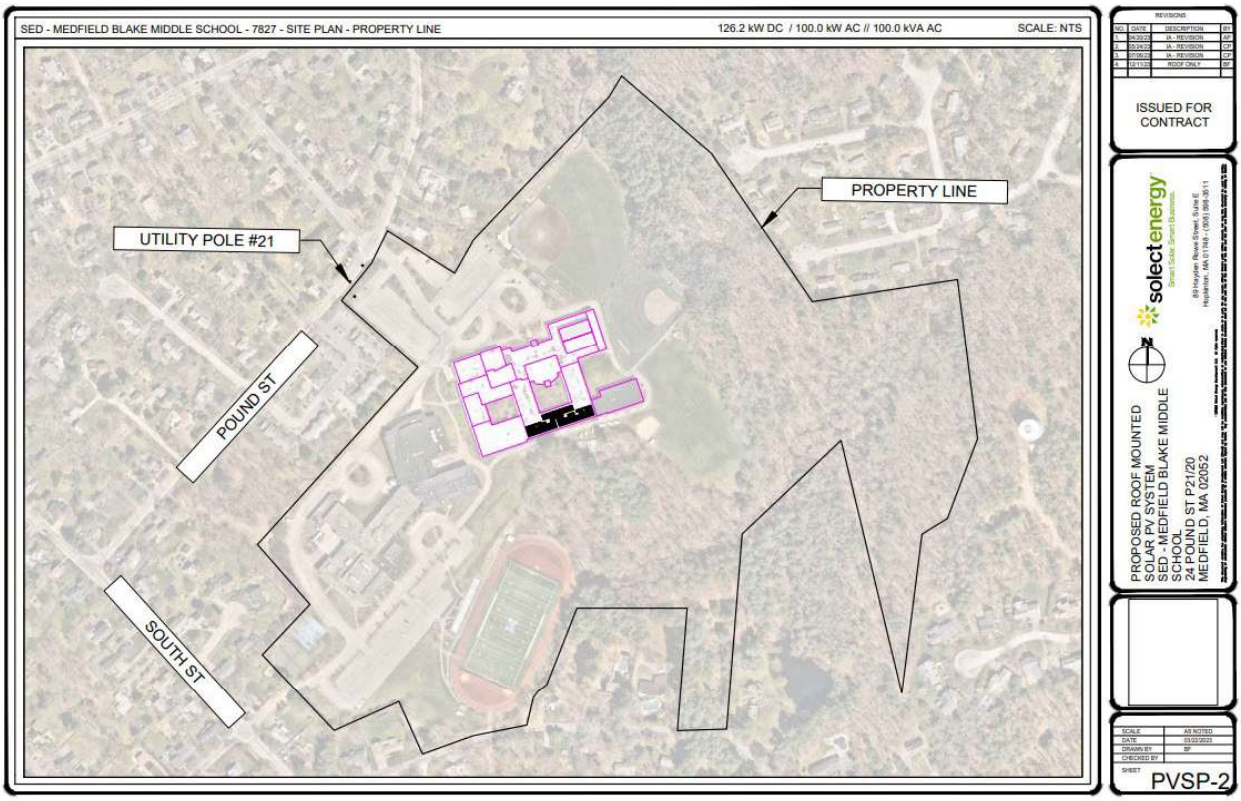

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EXHIBIT E

DESCRIPTION OF PROJECT

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

This system includes a rooftop system behind a common meter.

Combined system includes:

#263 Tier 1 480W solar PV modules or equivalent

#1 100k SolarEdge inverter or equivalent

Disconnect, breaker, production meter, conduit, wire and remaining balance of system materials

Equipment list may change during the course of the Project

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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 ANNUAL PRODUCTION
1	141,035
2	140,260
3	139,488
4	138,721
5	137,958
6	137,199
7	136,445
8	135,694
9	134,948
10	134,206
11	133,468
12	132,734
13	132,003
14	131,277
15	130,555
16	129,837
17	129,123
18	128,413
19	127,707
20	127,004
21	126,306
22	125,611
23	124,920
24	124,233
25	123,550

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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and one million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT B

The Lease

[See attached]

AMENDMENT NO. 1
LEASE AGREEMENT

THIS AMENDMENT NO. 1 (this "**Amendment**") is entered into as of August 20__, 2024, by and between the Town of Medfield ("**Host**") and Solect Energy Lessee LLC, as successor-in-interest to Solect Energy Development LLC, a Massachusetts limited liability company (together with its successors and assigns, "**Provider**"). Unless otherwise defined herein, terms defined in the Agreement (as such term is defined below) and used herein shall have the meanings given to them in the Agreement.

Preliminary Statement

WHEREAS, Host and Provider are parties to that certain Lease Agreement dated as of December 28, 2023 (the "Agreement") pursuant to which Provider will construct a solar-powered electricity generating project at the Premises leased by Provider from Host pursuant to the Agreement; and

WHEREAS, the Parties have agreed to modify the design of the Project, removing some equipment and adjusting the location of other equipment accordingly; and

WHEREAS, due to the modified Project design, the Parties have agreed to adjust the layout of the Project as shown in the Description of Premises; and

WHEREAS, the Parties desire to amend the Agreement, as provided for in this Amendment.

NOW, THEREFORE, each of Host and Provider, for and in consideration of the promises and the other good and valuable consideration described in the Agreement, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

> Exhibit B Description of Premises is hereby deleted and replaced in its entirety with Exhibit B attached hereto.

Except as expressly provided in this Amendment, the execution and delivery of this Amendment does not and will not amend, modify or supplement any provision of, or constitute a consent to or a waiver of any noncompliance with the provisions of the Agreement, and, except as specifically provided in this Amendment, the Agreement shall remain in full force and effect. All parts of the Agreement not affected by this Amendment are hereby ratified and affirmed in all respects. This Amendment 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. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Host and Provider. This Amendment constitutes the entire understanding and agreement between Host and Provider with respect to the transactions described herein. All approvals of or waivers by Provider in respect of any of the terms, conditions or requirements of this Amendment must be in writing. No waiver with respect to any condition, breach or other matter shall extend to or be taken in any manner whatsoever to affect any other condition, breach

or matter or affect Provider's rights resulting therefrom. This Amendment may only be amended by a written agreement signed by Host and Provider. All notices, demands and requests hereunder shall be provided in the manner, and to the parties, set forth in the Agreement.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

IN WITNESS WHEREOF, Host and Provider have executed this Amendment No. 1 as of the date set forth above.

HOST: Town of Medfield

By _____
Name: Gus Murby
Title: Member, Town of Medfield Select Board

By _____
Name: Osler L. Peterson
Title: Member, Town of Medfield Select Board

By _____
Name: Eileen Murphy
Title: Member, Town of Medfield Select Board

Town of Medfield Public Schools

By _____
Name: Jeffrey J, ~~Mardsen~~ Marsden, Ed. D.
Title: Superintendent, Medfield Public Schools

By _____
Name: Michael LaFrancesca
Title: Director, Finance and Operations

PROVIDER: Solect Energy Lessee LLC

By: Solect Energy Development LLC, its Sole Member

By: _____

Name: James R. Dumas

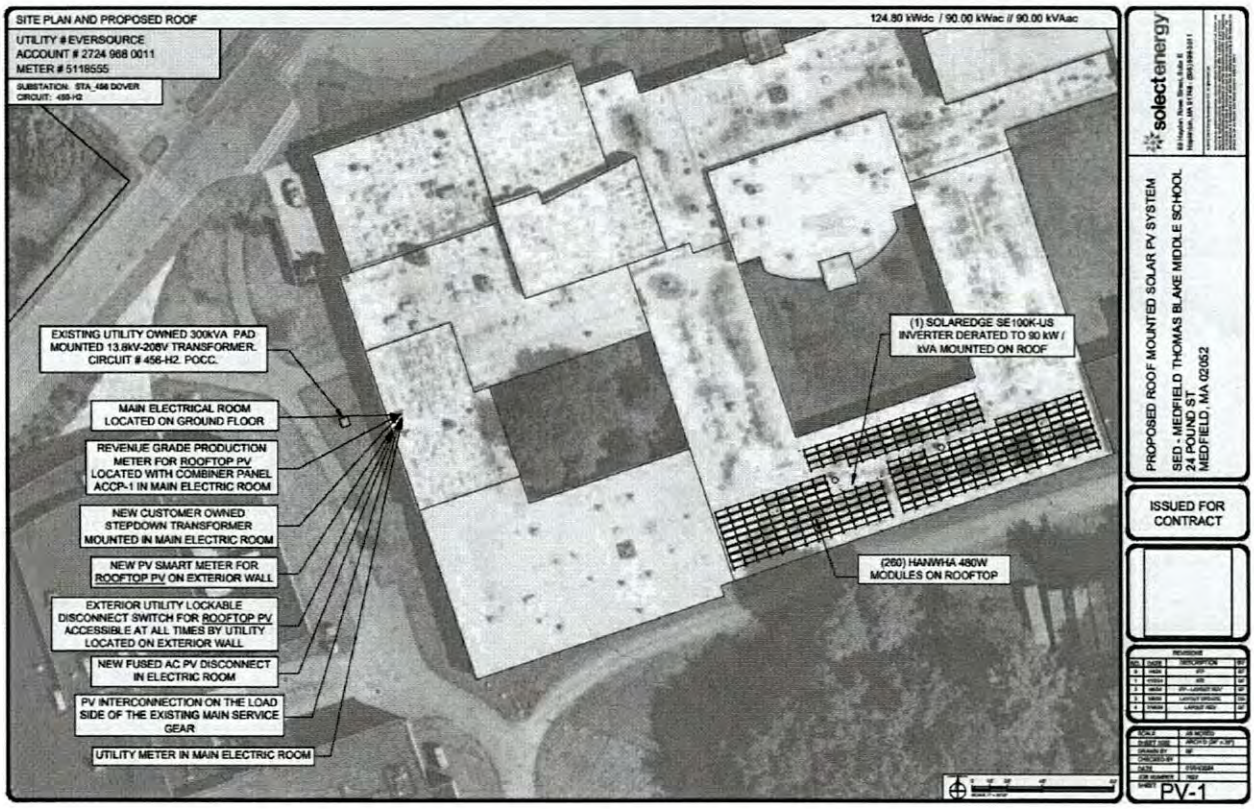
Title: CFO, Authorized Signatory

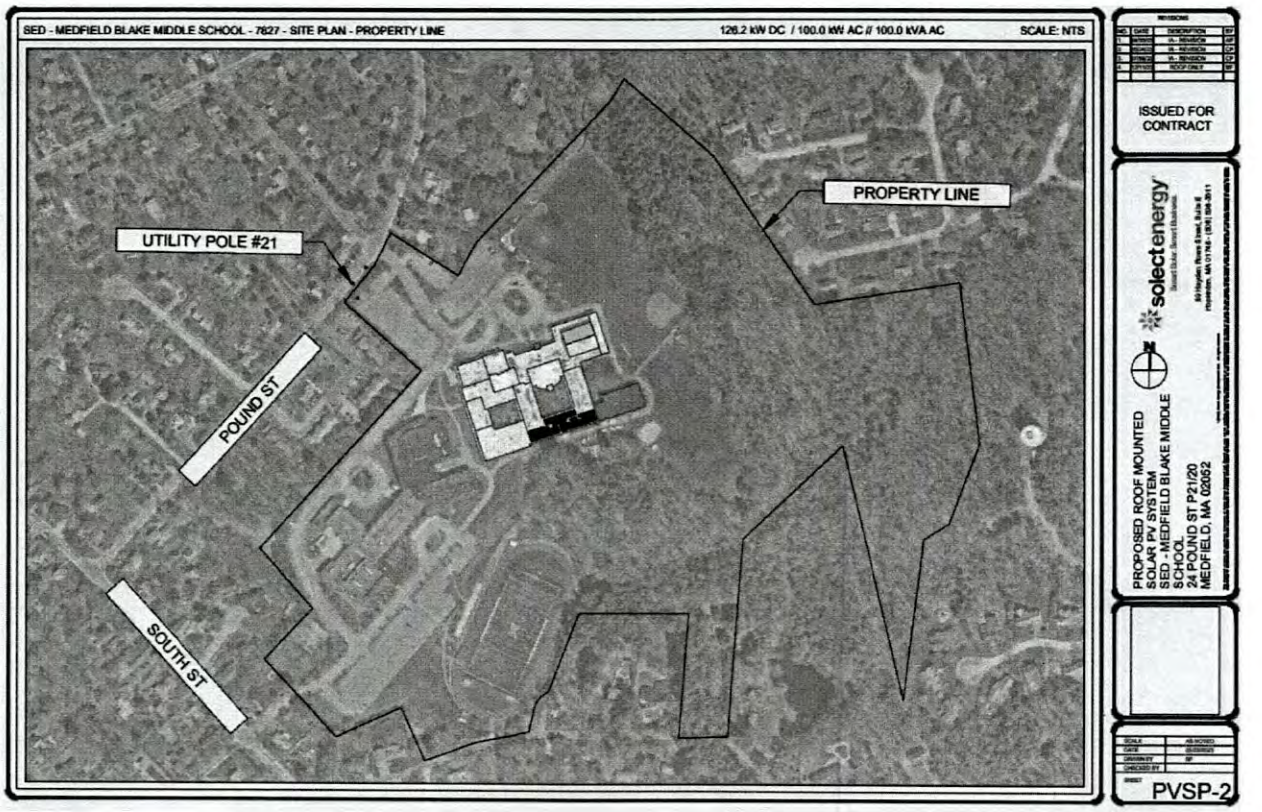
EXHIBIT B to Lease Agreement

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.




SED - MEDFIELD BLAKE MIDDLE SCHOOL - 7627 - SITE PLAN - PROPERTY LINE
126.2 kW DC / 100.0 kW AC // 100.0 kVA AC
SCALE: NTS
PROPERTY LINE
UTILITY POLE #21
POUND ST
SOUTH ST
ISSUED FOR CONTRACT
solectenergy
PROPOSED ROOF MOUNTED SOLAR PV SYSTEM
SED - MEDFIELD BLAKE MIDDLE SCHOOL
24 POUND ST P21/20
MEDFIELD, MA 02052
PVSP-2

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LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of December 28, 2023, (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 twenty fifth (25^{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, provided that if the Host pays the Early Termination Amount to the Provider, at its option the Host may terminate this Lease. 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.

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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. Notwithstanding the foregoing, nothing herein shall prevent Host from having access to such sunlight, or from granting similar solar easements to other parties provided that any such access or easements will not result in the overshadow of, or the blocking or interference with, sunlight access to 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,

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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. Provider's employees and subcontractors who may have direct unsupervised access to students in the course of their work will be required to comply with Host's CORI policies. Provider, and Provider's contractors, subcontractors, installers, and employees will comply with all Host CORI requirements before accessing the Premises. Further, Host agrees to provide advance notice which is reasonable under the circumstances before exercising its rights under this paragraph.

(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.

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(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 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. Alternatively, if Hazardous Materials are encountered at the Site, which materially impede the performance of Host or Provider's obligations under the Lease, the Parties may agree to terminate this Lease without penalty, however, the Parties shall not be released from any payment or other obligation arising under this Lease which accrued prior to such termination. 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

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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 or any persons for whom either is responsible.

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 upon notice to Host which is reasonable under the circumstances, 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 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; and 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

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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, 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. Provider's installation of the Project is at all times subject to Section 5(k) below.

(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 compliance with any requirements of any warranty delivered to Provider by Host, so long as such warranty impacts the Project (provided, however, in the event of a 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.

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(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 subject, however, to Host's obligation to provide certain records concerning the physical condition of the Premises as set forth 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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

(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

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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

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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. Provider will provide at least ten (10) days notice to Host before taking any action pursuant to this paragraph.

(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 if knowledge of the need for such additional easements was not reasonably ascertainable through Provider's exercise of reasonable efforts as set forth in the first sentence of this section,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, subject to the Maximum PPA Rate set forth in Exhibit A attached to the PPA.

(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 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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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.

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

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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

DocuSigned by:

By: James R Dumas
ED1005533B8C4BB...

Name (printed): James R. Dumas

Title: CFO and Authorized Signatory

HOST, Town of Medfield, Massachusetts

DocuSigned by:

By: Gustave H. Murby
523FD5E7760F408...

Name (printed): Gus Murby

Title: Select Board, Town of Medfield, Massachusetts

DocuSigned by:

By: Osler L. Peterson
A6901CAD50594AC...

Name (printed): Osler L. Peterson

Title: Select Board, Town of Medfield, Massachusetts

DocuSigned by:

By: Eileen Murphy
CD38CC95B4A9425...

Name (printed): Eileen Murphy

Title: Select Board, Town of Medfield, Massachusetts

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

Medfield Public Schools

By: DocuSigned by: 90F2E49B6AFB4DD...

Name (printed): Jeffrey J. Mardsen, Ed. D

Title: Superintendent of Medfield Public Schools

Date: 12/29/2023

The Medfield School Committee

By: DocuSigned by: Michael LaFrancesca 4620169AE04042B...

Name (printed): Michael LaFrancesca

Title: Director of Finance and Operations

Date: 12/29/2023

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

Property Address: 24 Pound St., Medfield, MA, 02052

The land, together with the buildings and improvements thereon, known and numbered as 24 Pound Street, being the site of the Town of Medfield Thomas Blake Middle School in the Town of Medfield, Norfolk County, Massachusetts, consisting of the following six (6) tracts of land:

FIRST TRACT: 6.90 acres of land, more or less, in the Town of Medfield, Norfolk County, Massachusetts shown as Lot No. 1 on a Plan of Land in said Town dated August 2, 1956, recorded with the Norfolk Registry of Deeds in Plat Book 203, Plan No. 4-1957, and being more particularly described in that certain deed dated April 4, 1957, from William C. Blackett and Barbara R. Blackett, husband and wife, to The Inhabitants of the Town of Medfield, recorded in Book 3550, Page 277 of the Registry of Deeds of Norfolk County, Massachusetts, to which references are herein made for a more complete description;

SECOND TRACT: A certain parcel of land in the Town of Medfield, being shown as containing 30.93 acres and a lot No. 6, on a plan dated July 11, 1956 and filed in Plat Book 203 as Plan No. 347-1957 in the Registry of Deeds of Norfolk County, Massachusetts, more particularly described as "PARCEL I" in that certain deed from Byron E. Bristol and Esther Boston Bristol, husband and wife, to The Inhabitants of the Town of Medfield, recorded in Book 3551, Page 537 of the Registry of Deeds of Norfolk County, Massachusetts, to which references are herein made for a more complete description

THIRD TRACT: A parcel containing 16.28 acres, more or less, in the Town of Medfield, Norfolk County, Massachusetts, as shown on that certain "Plan of Land in Medfield, Mass." dated Feb. 26, 1957 and filed in Plat Book 203, Plan No. 348-1957 in the Registry of Deeds of Norfolk County, Massachusetts, being more particularly described as "PARCEL II" in that certain deed from Byron E. Bristol and Esther Boston Bristol, husband and wife, to The Inhabitants of the Town of Medfield, recorded in Book 3551, Page 537 of the Registry of Deeds of Norfolk County, Massachusetts, to which references are herein made for a more complete description;

FOURTH TRACT: Two parcels of land in the Town of Medfield, Norfolk County, Massachusetts, shown as Parcels A and B and containing 13,435 square feet and 260,811 sq ft or 5.987 acres, respectively, on a certain "Plan of Land in Medfield" dated December 31, 1956 and recorded in Plat Book 204, Plan No. 1291-1957 of the Registry of Deeds of Norfolk County, Massachusetts, and being more particularly described in that certain deed dated May 8, 1957, from Ella C. Marcionette, being unmarried, to The Town of Medfield, recorded in Book 3610, Page 556 of the Registry of Deeds in Norfolk County, Massachusetts, to which references are herein made for a more complete description;

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FIFTH TRACT: 99,129 square feet of land in the Town of Medfield, Norfolk County, shown as lots numbered 1 and 2 on a certain plan dated June 8, 1964 and recorded with the Registry of Deeds of Norfolk County in Plat Book 217, Plan No. 600-1964, as described in that certain Order of Taking dated September 6, 1966, by the Board of Selectmen of the Town of Medfield, Commonwealth of Massachusetts, recorded in Book 4383, Page 204 of the Registry of Deeds in Norfolk County, Massachusetts, to which references are herein made for a more complete description; and

SIXTH TRACT: A 172 square foot parcel of land in the Town of Medfield, Norfolk County, Massachusetts, shown and designated as Lot A on a plan entitled "Plan of Land to be Acquired by the Town of Medfield, Mass" dated December 13, 1966, and filed with the Registry of Deeds of Norfolk County in Plat Book 4403, Page 500, Plan No. 1254-1966,
and being more particularly described in that certain deed dated December 28, 1966, from Henry C. Bridge and Grace E. Bridge, husband and wife, as tenants by the entirety, to Inhabitants of the Town of Medfield, recorded in Book 4403, Page 500 of the Registry of Deeds in Norfolk County, Massachusetts, to which reference is made herein made for a more complete description.

Tax Parcel ID 38-001

[Remainder of page intentionally left blank]

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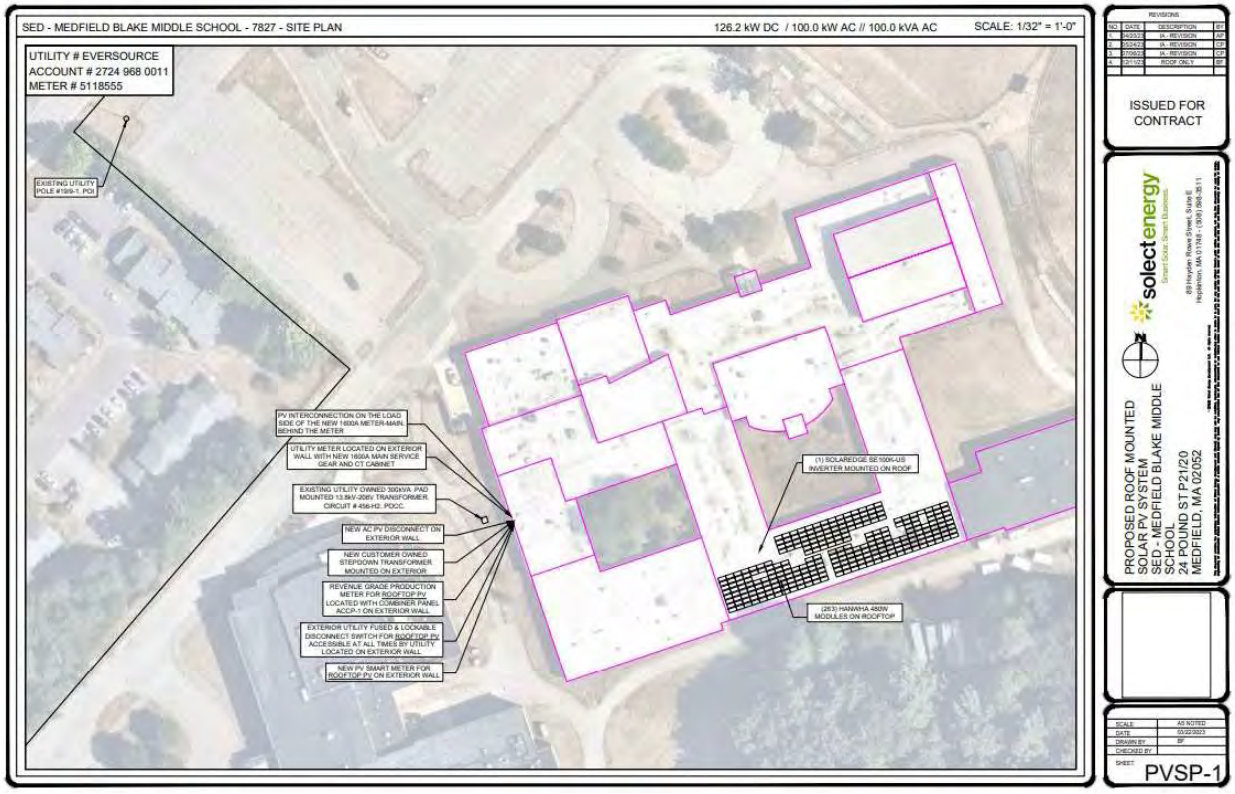
EXHIBIT B to Lease Agreement

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.



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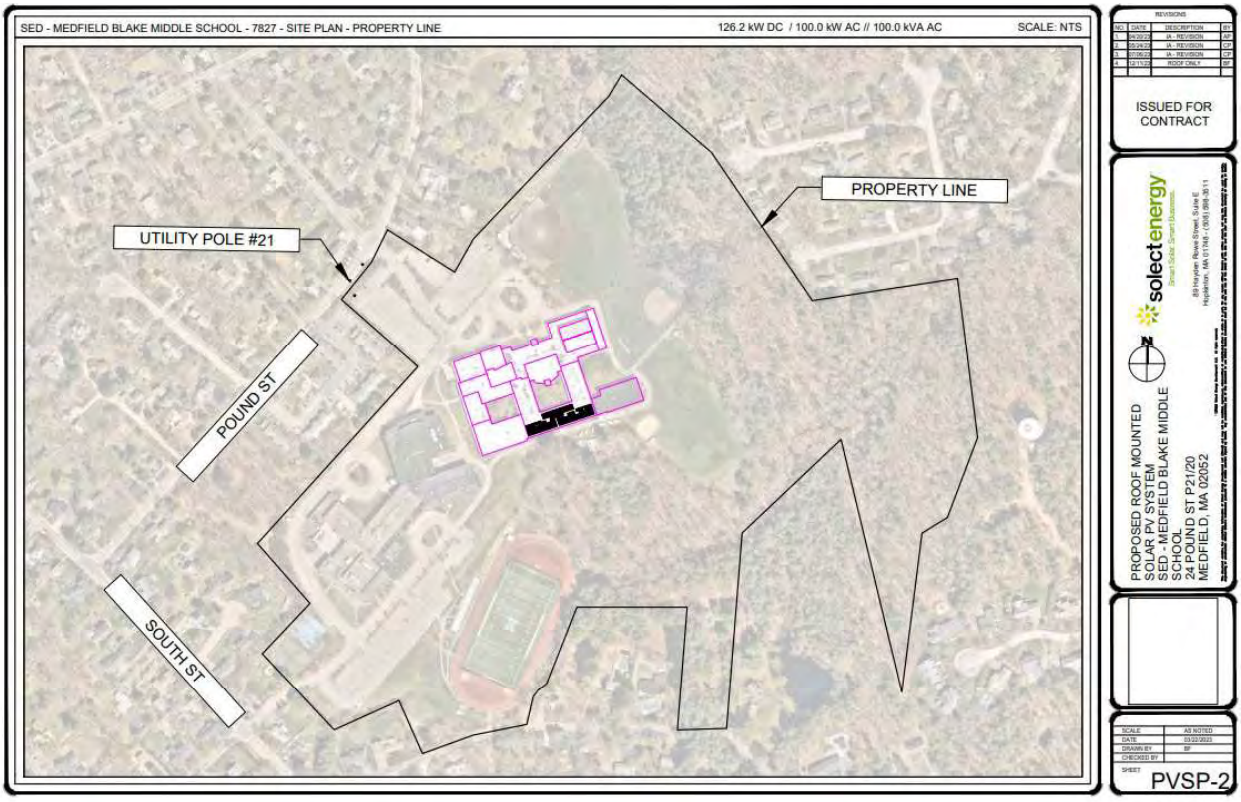

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EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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]

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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

Landlord:

By: XXXXXXXXXX

Name:

Title:

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

By:XXXXXXXXX

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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.].

XXXXXXXXXX
Notary Public
My Commission Expires:

XXXXXXXXX

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.

XXXXXXXXX
Notary Public
My Commission Expires:

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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.

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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]

DocuSign Envelope ID: CEFEEA84-C5E4-4097-903F-56A1C54324A5

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: XXXXXXXX
Printed Name:
Title:

LANDLORD:

By: XXXXXXXX _
Printed Name:
Title:

LENDER:

By: XXXXXXXX
Printed Name:
Title:

EXHIBIT C

Accepted Force Majeure Events

NONE

[redacted]

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: 7th Wave Brewing Email: jimmy@7thwavebrewing.com

Street Address: 120 N Meadows Rd Telephone: (508) 242-5026

City/Town, State: Medfield, MA

Event and Purpose:
Fundraising event for Child Programs at Beginning Years.

Location of Event: 7 Fairy St, Medfield

Date and Hours of Event: 05/02/25 5:00-7:00 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 _____ Date filed

Licensing Authority Signature _____ Date approved

Conditions: _____

Consumption Area
7th Wave Serving area
Dwight-Derby House
Dwight-Derby House
Fraity St
Fraity St

SEVEWAV-01 MDAVENPORT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2025

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 Allen Insurance and Financial	CONTACT NAME: PHONE (A/C, No, Ext): (800) 439-4311 FAX (A/C, No): E-MAIL ADDRESS: info@allenif.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Tri State Insurance Co	31003
INSURED Seventh Wave Brewing, Inc. 120 N Meadows Rd Medfield, MA 02052	INSURER B : Union Insurance Co	25844
	INSURER C :	
	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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			ADV5537555-12	11/21/2024	11/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							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 X LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						Hired/NO Auto	$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A		WCA5537556-12	11/21/2024	11/21/2025	E.L. EACH ACCIDENT	$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
A	Liquor Liability			ADV5537555-12	11/21/2024	11/21/2025	Each Common Cause		1,000,000
A	Liquor Liability			ADV5537555-12	11/21/2024	11/21/2025	Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured in regards to general liability for ongoing operations with signed contract or agreement in place via policy broadening endorsement

CERTIFICATE HOLDER

Town of Medfield
Event: 5/2 @ 7 Frairy St. Medfield, MA
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

CERTIFICATE OF COMPLETION

This certifies that

Brendan Nolan

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	02/08/2024	02/07/2027	ON-000032790368

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 02/08/2024 **Expires:** 02/07/2027

Certificate #: ON-000032790368

Brendan Nolan
68 SUNRISE RD
Westwood MA 02090

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Informational

TEC ASSOCIATES CONSULTING ENGINEERS
40 MECHANIC STREET, SOUTH PORTLAND, MAINE 04106

18 April 2025

Medfield Conservation Commission
Town House
459 Main Street
Medfield, MA 02052

RE: Massachusetts Coastal Railroad (MCRR)
2025 Vegetation Control Program

Dear Commission Members:

Enclosed is MCRR's 2025 Yearly Operational Plan (Plan) prepared in accordance with the Massachusetts Rights-of-Way Management Regulations (333 CMR 11.00) along with a copy of the Environmental Monitor Notice scheduled for publication on April 23, 2025. The maps provided with this plan reflect those approved by your Commission in the Request for Determination of Applicability filed by our company in 2021. These maps and updates thereof continue in effect unless modified and should be retained in your files. The identification on the maps of private drinking water supply wells remains an ongoing process. Please notify TEC Associates and the Department of Agricultural Resources of any omissions. Please also review your mailing address and the ten-digit police department emergency telephone number listed in the Plan and notify us of any revisions.

The herbicide application as proposed in the 2025 Yearly Operational Plan is scheduled as follows:

Rights-of-Way (road bed)	13 June – 21 July 2025
Brush Application (non-sensitive areas)	04 August – 30 September 2025

The location of signs marking the limited and no-spray zones will be verified prior to the application. Please call TEC Associates with any questions about this Plan.

Very truly yours,
TEC ASSOCIATES

T.W. Lewis
Thomas W. Lewis

Enclosures

cc: Board of Health
Select Board ✓
DAR Rights-of-Way Program
Herb Ross, MCRR

Yearly Operational Plan

2025

MASSACHUSETTS COASTAL RAILROAD

200 MYLES STANDISH BOULEVARD, SUITE 3
TAUNTON, MA 02780

Prepared by:

TEC ASSOCIATES
40 MECHANIC STREET
SOUTH PORTLAND, MAINE 04106

ABSTRACT:

This Yearly Operational Plan (YOP) describes the vegetation management operations for the Railroad's rights-of-way scheduled for vegetation maintenance during this calendar year in compliance with the Commonwealth of Massachusetts Rights-of-Way Management Regulations 333 CMR 11.00.

This YOP is a companion document to the Vegetation Management Plan (VMP) which has been approved by the Department of Agricultural Resources.

INTRODUCTION

Both Federal and State laws require railroads to manage vegetation to help ensure the safe passage of people, material, and goods.

The Code of Federal Regulations mandates the safety of the railroad must be guaranteed by regular inspection and maintenance. Vegetation must be controlled so that it does not become a fire hazard, does not interfere with visibility, or impede direct visual inspections of the track structure. Vegetation must also be managed to allow for proper drainage of the track and ballast structure, to prevent tree and branch damage to cargo, and to provide safe footing and working conditions for trackside personnel. Vegetation growing along side the rails can prevent effective and adequate braking, especially in emergency situations.

The purpose of 333 CMR 11.00, Rights of Way Management, is to promote the implementation of Integrated Vegetation Management (IVM) techniques and to establish standards, requirements, and procedures necessary to minimize the risk of unreasonable adverse effects on human heath and the environment associated with the use of herbicides to maintain rights-of-way. These regulations establish procedures which guarantee ample opportunity for public and municipal agency review and input on rights-of-way maintenance plans.

A Yearly Operational Plan or YOP must be submitted to the Department of Agricultural Resources every year herbicides are intended for use to maintain rights-of-way. The YOP provides a detailed program for vegetation management for the year. This YOP is a companion document to the Vegetation Management Plan (VMP) approved by the Department. The VMP is the long-term management plan for the railroad which describes the intended program for vegetation control over a five-year period.

Upon receipt of this YOP, the Department publishes a notice in the Environmental Monitor. The applicant has provided a copy of the YOP and Environmental Monitor notice to the Board of Health, Conservation Commission, and the chief elected municipal official for the city or town in which the herbicide treatment is proposed.

The Department allows a 45-day comment period on the proposed YOP beginning with publication of the notice in the Environmental Monitor and receipt of the YOP and Environmental Monitor notice by each municipality.

Public notification of herbicide applications to the right-of-way is made by certified mail under separate cover at least 21 days in advance of the treatment. Notice is made to the Department of Agricultural Resources; the Mayor, City Manager or chairman of the Board of Selectman; the Board of Heath; and the Conservation Commission of the municipality where the right-of-way lies.

Any comments on this YOP should be directed to:

Thomas W. Lewis
TEC Associates
40 Mechanic Street
South Portland, ME 04106
(207) 767-6068
tom@tecassoc.com

MUNICIPALITIES WHERE TREATMENT DESCRIBED IN THIS YOP WILL BE MADE

Attleborough
Barnstable
Bourne
Dartmouth
Fall River
Falmouth
Foxborough
Framingham
Mansfield
Medfield
Middleborough
New Bedford
Norton
Rochester
Sandwich
Seekonk
Sherborn
Taunton
Walpole
Wareham
Westport
Westwood
Yarmouth

YOP REQUIREMENTS AND TABLE OF CONTENTS

		Page
I.	The Company which will perform any herbicide treatment	1
II.	Individual representing applicant and supervising the YOP	1
III.	Herbicides proposed including application rates, carriers, and adjuvants	2
IV.	Herbicide application techniques and alternative control procedures	3
V.	Identification of target vegetation	4
VI.	Flagging methods to designate sensitive areas on the ROW	5
VII.	Procedures and locations for handling, mixing and loading of herbicide concentrates	7
VIII.	Emergency contacts	8

APPENDICES

A. Herbicide Fact Sheets as approved by the Department of Agricultural Resources, herbicide labels, and SDS.

B. Maps locating the ROW and sensitive areas not readily identifiable in the field.

I. THE COMPANY WHICH WILL PERFORM ANY HERBICIDE TREATMENT

This company or contractor will perform the herbicide treatment. Applicators are certified by the Department of Agricultural Resources in the applicator category Right-of-Way Pest Control.

Company Name RWC, Inc.

Address Lockhouse Road

P.O. Box 876

Westfield, MA 01086

Telephone # (413) 562-5681

Contact Person(s) Tyler Chateauvert

II. INDIVIDUAL REPRESENTING APPLICANT AND SUPERVISING THE YOP

Individual supervising execution of the YOP and representing the railroad.

Name & Title Herb Ross

Address Massachusetts Coastal Railroad

200 Myles Standish Boulevard, Suite 3

Taunton, MA 02780

Telephone # (508) 291-2116

III. HERBICIDES PROPOSED INCLUDING APPLICATION RATES, CARRIERS, ADJUVANTS, AND APPLICATION TECHNIQUES

Weed Control Herbicide Program for the Roadbed

The roadbed herbicide program is aimed primarily toward keeping the ballast section and shoulder, yards, switches, signals, and highway grade crossings weed free. Areas scheduled for weed control treatments have been inspected for density of target vegetation to determine appropriate control methods. Access to Herbicide Fact Sheets for the herbicides proposed can be found in Appendix A.

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Sensitive area buffer zone	(Aquaneat -**OR**-		Foliar	1 qt/acre
	Ranger Pro)		Foliar	1 qt/acre
	(Opensight **-OR-**		Foliar	3.3 oz/acre
	Milestone		Foliar	7 oz/acre
	(Oust XP **-OR-**		Foliar	4 oz/acre
	Oust Extra)		Foliar	4 oz/acre
	Esplanade 200SC		Foliar	4 oz/acre
		Drift Control	Foliar	3-5 oz/acre
		Surfactant	Foliar	16 oz/acre
Non-sensitive areas	(Aquaneat -**OR**-		Foliar	1 qt/acre
	Ranger Pro)		Foliar	1 qt/acre
	(Opensight **-OR-**		Foliar	3.3 oz/acre
	Milestone		Foliar	7 oz/acre
	(Oust XP **-OR-**		Foliar	4 oz/acre
	Oust Extra)		Foliar	4 oz/acre
	Esplanade 200SC		Foliar	4 oz/acre
		Drift Control	Foliar	3-5 oz/acre
		Surfactant	Foliar	16 oz/acre
Touch-up applications	(Aquaneat -**OR**-		Foliar	1 qt/acre
	Ranger Pro)		Foliar	1 qt/acre
	(Opensight **-OR-**		Foliar	3.3 oz/acre
	Milestone		Foliar	7 oz/acre
	(Oust XP **-OR-**		Foliar	4 oz/acre
	Oust Extra)		Foliar	4 oz/acre
	Esplanade 200SC		Foliar	4 oz/acre
		Drift Control	Foliar	3-5 oz/acre
		Surfactant	Foliar	16 oz/acre

Brush Control Program for Areas Adjacent to the Roadbed

The brush control program is designed to prevent the re-growth of trees and other woody vegetation in areas adjacent to the roadbed. Areas scheduled for brush control treatments are limited to target vegetation which obscures visibility or interferes with railroad signs, signals, or communication wires. Access to Herbicide Fact Sheets for herbicides proposed can be found in Appendix A.

Brush Control Program for Areas Adjacent to the Roadbed (continued)

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Non-sensitive areas	(Polaris AC Complete		Foliar	24 oz/acre
	-OR- Aquaneat)		Foliar	2 qt/acre
	(Opensight **-OR-** Milestone)		Foliar	6.6 oz/acre
			Foliar	10 oz/acre
	(Escort XP **-OR-** Patriot)		Foliar	2 oz/acre
			Foliar	2 oz/acre
		Drift Control	Foliar	3-5 oz/acre
		Surfactant	Foliar	16 oz/acre
Touch-up Applications	(Polaris AC Complete		Foliar	24 oz/acre
	-OR- Aquaneat)		Foliar	2 qt/acre
	(Opensight **-OR-** Milestone)		Foliar	6.6 oz/acre
			Foliar	10 oz/acre
	(Escort XP **-OR-** Patriot)		Foliar	2 oz/acre
			Foliar	2 oz/acre
		Drift Control	Foliar	3-5 oz/acre
		Surfactant	Foliar	16 oz/acre

IV. HERBICIDE APPLICATION TECHNIQUES AND ALTERNATIVE CONTROL PROCEDURES

Herbicide applications within the Railroad right-of-way will be performed using low pressure application from a specialized hy-rail truck equipped with a spray boom. This method is suitable for application within the buffer zone, or restricted application zone of sensitive areas, as defined in 333 CMR 11.04. The spray vehicle is equipped with spray nozzles and controls to allow for treatment of the entire roadbed, or to selectively treat individual sections of the ballast and ballast shoulders. Within sensitive areas, a container will be used to catch any accidental dripping of herbicide. It is a trough-shaped apparatus mounted just behind and above the boom and will be hydraulically lowered to sit underneath the spray nozzles while the vehicle is traveling through areas where herbicide spraying is prohibited.

In order to assist in rapid identification of sensitive areas in the field, a pilot vehicle will proceed approximately 1/4 mile ahead of the applicator vehicle in order to signal ahead the location of sensitive areas.

In order to provide greater mobility and decrease the amount of time required to apply the herbicide mixture in the railroad yard areas, a vehicle equipped with hoses will be used in these areas. In compliance with the Regulations for herbicide application in sensitive areas, the spray pressure from the hoses will not exceed 60 psi.

ALTERNATIVE CONTROL PROCEDURES

No alternative vegetation control methods are feasible within the track areas of the right-of-way. No vegetation control is proposed in ballast areas where herbicide use is prohibited.

Touch-up techniques controls any target vegetation within the ballast that may have been missed or not treated during the initial phase. Control of vines and other vegetation that might creep onto the ballast from roots growing outside the original treatment boundaries can be managed as a selective, foliage, or spot spray. No more than 10% of the initially identified target vegetation on the right-of-way in any municipality may be treated during a touch-up application and the total amount of herbicide applied in any one year shall not exceed the limits specified by the label or YOP [per 11.03(8)(c)].

V. IDENTIFICATION OF TARGET VEGETATION

Whenever and wherever possible an integrated approach to vegetation management will be implemented by encouraging plant communities that hinder the growth of target vegetation. Prior to an herbicide application, a review will be made noting location, density, and type of vegetation present. This information will be used to develop an herbicide application program that will be effective against target vegetation and minimize the amount of herbicide used.

In accordance with the Code of Federal Regulations, 49 Part 213 - Track Safety Standards, all vegetation growing in the ballast and ballast shoulder; in yards; and around switches, signals, signs and highway grade crossings is considered target vegetation and must be controlled so that it does not:

a) become a fire hazard to track-carrying structures;
b) obstruct visibility of railroad signs and signals;
c) interfere with railroad employees performing normal trackside duties;
d) prevent proper functioning of signal and communication lines; and
e) prevent railroad employees from visually inspecting moving equipment from their normal duty stations.

Woody vegetation growing in areas adjacent to the shoulder will be managed to promote the growth of low growing shrubs. Targeted woody vegetation will be that which has the potential to block visibility or invade the roadbed and/or overhead communication lines. Target vegetation will include but not be limited to the following:

Ailanthus (tree of heaven)
American Basswood
American Beech
American Hornbeam
Apple
Ash
Aspen
Birch
Black Locust
Black Tupelo
Black Walnut
Buckthorn
Butternut
Cherry
Eastern Hophornbeam
Eastern Red Cedar
Elm
Flowering Dogwood
Hawthorn
Hickory
Honey Locust
Maple
Northern Catalpa
Oak
Pine
Poplar
Sassafras
Shadbush
Spruce
Sumac
Vines

VI. FLAGGING METHODS TO DESIGNATE SENSITIVE AREAS ON THE ROW

Sensitive areas are defined in the Rights-Of-Way Management Regulations (333 CMR 11.02) are as defined in 333 CMR 11.04, any areas within the Right-of-Way, including No-Spray and Limited-Spray Areas, in which public health, environmental or agricultural concerns warrant special protection to further minimize risks of unreasonable adverse effects. These include but are not limited to the following:

No Spray Area, any area that is both within a Right-of-Way and within:

(a) any Zone I;
(b) 100 feet of any Class A Surface Water Source;
(c) 100 feet of any tributary or associated surface water body where the tributary or associated surface water body runs within 400 feet of a Class A surface water source;
(d) 10 feet of any tributary or associated surface water body where the tributary or associated surface water body is at a distance greater than 400 feet from a Class A surface water source;
(e) a lateral distance of 100 feet for 400 feet upstream, on both sides of the river, of a Class B Drinking Water Intake;
(f) 50 feet of any identified Private Well;
(g) 10 feet of any Wetlands or Water Over Wetlands;
(h) 10 feet of the mean annual high-water line of any river; and
(i) 10 feet of any Certified Vernal Pool.

Limited Spray Area, any area that is both within a Right-of-Way and within:

(a) any Zone II or IWPA;
(b) a distance of between 100 feet and 400 feet of any Class A Surface Water source;
(c) a distance of between 10 and 200 feet of any tributary or associated surface water body where the tributary or associated surface water body runs outside the Zone A for the Class A surface water source;
(d) a lateral distance of between 100 and 200 feet for 400 feet upstream, on both sides of the river, of a Class B Drinking Water Intake;
(e) a distance of between 50 and 100 feet of any identified Private Well;
(f) a distance of between 10 and 100 feet of any Wetlands or Water Over Wetlands;
(g) a distance of between 10 feet from the mean annual high water line of any river and the outer boundary of the Riverfront Area;
(h) a distance of between 10 feet from any Certified Vernal Pool and the outer boundary of any Certified Vernal Pool Habitat; and
(i) a distance of 100 feet of any Agricultural or Inhabited Area.

Non-Sensitive Areas are upland areas and/or track not in proximity to sensitive areas and do not require specific precautions or herbicide restrictions.

Sensitive areas, no-spray areas, limited-spray areas, and non-sensitive areas will be marked at their boundaries with permanent color-coded markers. Sensitive areas considered to be readily identifiable in the field (i.e. agricultural and inhabited areas) will not be marked. The markers will be one or any combination of the following:

color-coded signs attached to posts
color-coded signs attached to the railroad ties
color-coded painted rail sections

Sensitive and non-sensitive areas will be designated by the following color-codes:

white	non-sensitive areas
blue	sensitive area in which a minimum of 12 months shall elapse between herbicide applications
double blue	sensitive areas in which a minimum of 24 months shall elapse between herbicide applications.
yellow	no spray zone

VII. PROCEDURES AND LOCATIONS FOR HANDLING, MIXING, AND LOADING OF HERBICIDE CONCENTRATES

The herbicide application crew will wear protective clothing and personal safety equipment when mixing, handling, loading, or applying herbicide, including standard work clothing or coveralls, work gloves, and work boots. Latex or nitrile rubber gloves, as well as eye goggles are recommended to be worn during mixing of herbicide concentrate as some herbicides may cause mild eye and skin irritations.

Mixing and use of herbicide shall be consistent with the labeling instructions included on the packaging. The herbicide mix will be prepared from herbicide concentrate and water. In compliance with the regulations, the handling, mixing and/or loading of this material will not occur within 100 feet of any sensitive area. Wherever and whenever possible, the herbicide applicator will prepare the herbicide mix on non-porous surfaces, such as pavement or concrete.

Sources of Water and Safeguards to Prevent Contamination

Water used for herbicide mix will be obtained from hydrants and freshwater sources. During the herbicide mix preparations and during herbicide application, strict adherence to the following safeguards will be maintained:

1) Water will be obtained using hoses equipped with anti-siphon devices to eliminate herbicide backflow.

    a) Hoses used to extract water from water bodies will be equipped with two such devices: one will be found directly behind the mouth of the hose and another will be at the coupling that joins the hose to the mix tank.

    b) Hoses used to extract water from the hydrant will utilize the same setup as described above, except that a third anti-siphon device will be found within the coupling joining the hose to the hydrant.

2) The herbicide concentrate will not be added to the tank until the water has been obtained and the application apparatus is at least 100 feet outside a sensitive area.

Disposal of Herbicidal Wastes

Disposal of all herbicidal wastes will be the responsibility of the licensed applicator. It is the applicator's responsibility to ensure that such disposal will be carried out in an environmentally sensitive manner, in compliance with all Federal and State regulations and guidelines.

VIII. EMERGENCY CONTACTS

In the event of a spill or emergency, information on safety precautions and cleanup procedures may be gathered from the following sources:

Herbicide Label

Herbicide Fact Sheet

Herbicide Material Safety Data Sheet

Herbicide Manufacturer

Bayer Environmental Science	(800) 334-7577
Corteva AgriScience	(800) 992-5994
Envu Environmental Sciences	(800) 424-9300
Nufarm Americas	(877) 325-1840

Massachusetts Pesticide Bureau	(617) 626-1776
Massachusetts DEP Emergency Response	(888) 304-1133
ChemTrec	(800) 424-9300
EPA National Pesticide Information Center	(800) 858-7378
Massachusetts Poison Control Center	(800) 222-1222

Local Community Chief of Police and/or Fire Chief

Attleborough	(508) 222-1212	Norton	(508) 285-3300
Barnstable	(508) 775-0387	Rochester	(508) 763-5112
Bourne	(508) 759-4420	Sandwich	(508) 888-1212
Dartmouth	(508) 910-1700	Seekonk	(508) 336-8123
Fall River	(508) 676-8511	Sherborn	(508) 653-2424
Falmouth	(774) 255-4527	Taunton	(508) 824-7522
Foxborough	(508) 543-4343	Walpole	(508) 668-1212
Framingham	(508) 872-1212	Wareham	(508) 295-1212
Mansfield	(508) 261-7300	Westport	(508) 636-1122
Medfield	(508) 359-2315	Westwood	(781) 320-1000
Middleborough	(508) 947-1212	Yarmouth (police)	(508) 775-0445
New Bedford	(508) 991-6300	Yarmouth (fire)	(508) 398-2212

APPENDICES

A. Herbicide Fact Sheets as approved by the Department, herbicide labels, and SDS.

B. Maps locating the ROW and Sensitive areas not readily identifiable in the field.

Maps provided with the Yearly Operational Plan shall remain effective for the duration of the YOP unless modified. Subsequent YOP's will contain any modifications to the maps made during the previous year.

APPENDIX A

Below find a list of herbicides potentially in use by this Yearly Operational Plan. For a list of the exact products and rates of application to be used in this year's program please refer to page 2 of this document.

MANUF.	PRODUCT NAME	ACTIVE INGREDIENT(S)	EPA REGISTRATION #
NUFARM AMERICAS	AQUANEAT	GLYPHOSATE	228-365
BAYER ENVIRO. SCIENCE	OUST XP	SULFOMETURON-METHYL	432-1552
ENVU ENVIRO. SCIENCE	OUST XP	SULFOMETURON-METHYL	101563-168
BAYER ENVIRO. SCIENCE	ESPLANADE 200SC	INDAZIFLAM	432-1516
ENVU ENVIRO. SCIENCE	ESPLANADE 200SC	INDAZIFLAM	101563-144
BAYER CROPSCIENCE	RANGER PRO	GLYPHOSATE	524-517
NUFARM AMERICAS	PATRIOT	METSULFURON-METHYL	228-391
BAYER ENVIRO. SCIENCE	ESCORT XP	METSULFURON-METHYL	432-1549
ENVU ENVIRO. SCIENCE	ESCORT XP	METSULFURON-METHYL	101563-167
NUFARM AMERICAS	POLARIS AC COMPLETE	IMAZAPYR	228-570
CORTEVA AGRISCIENCE	MILESTONE	AMINOPYRALID	62719-519
BAYER ENVIRO. SCIENCE	OUST EXTRA	METSULFURON-METHYL SULFOMETURON-METHYL	432-1557
ENVU ENVIRO. SCIENCE	OUST EXTRA	METSULFURON-METHYL SULFOMETURON-METHYL	101563-173
CORTEVA AGRISCIENCE	OPENSIGHT	AMINOPYRALID METSULFURON METHYL	62719-597

LABELS & SDS SHEETS:

Labels and SDS sheets for products can be found at www.cdms.net/label-database. Type the **PRODUCT NAME** into the search bar to access the information.

HERBICIDE FACT SHEET:

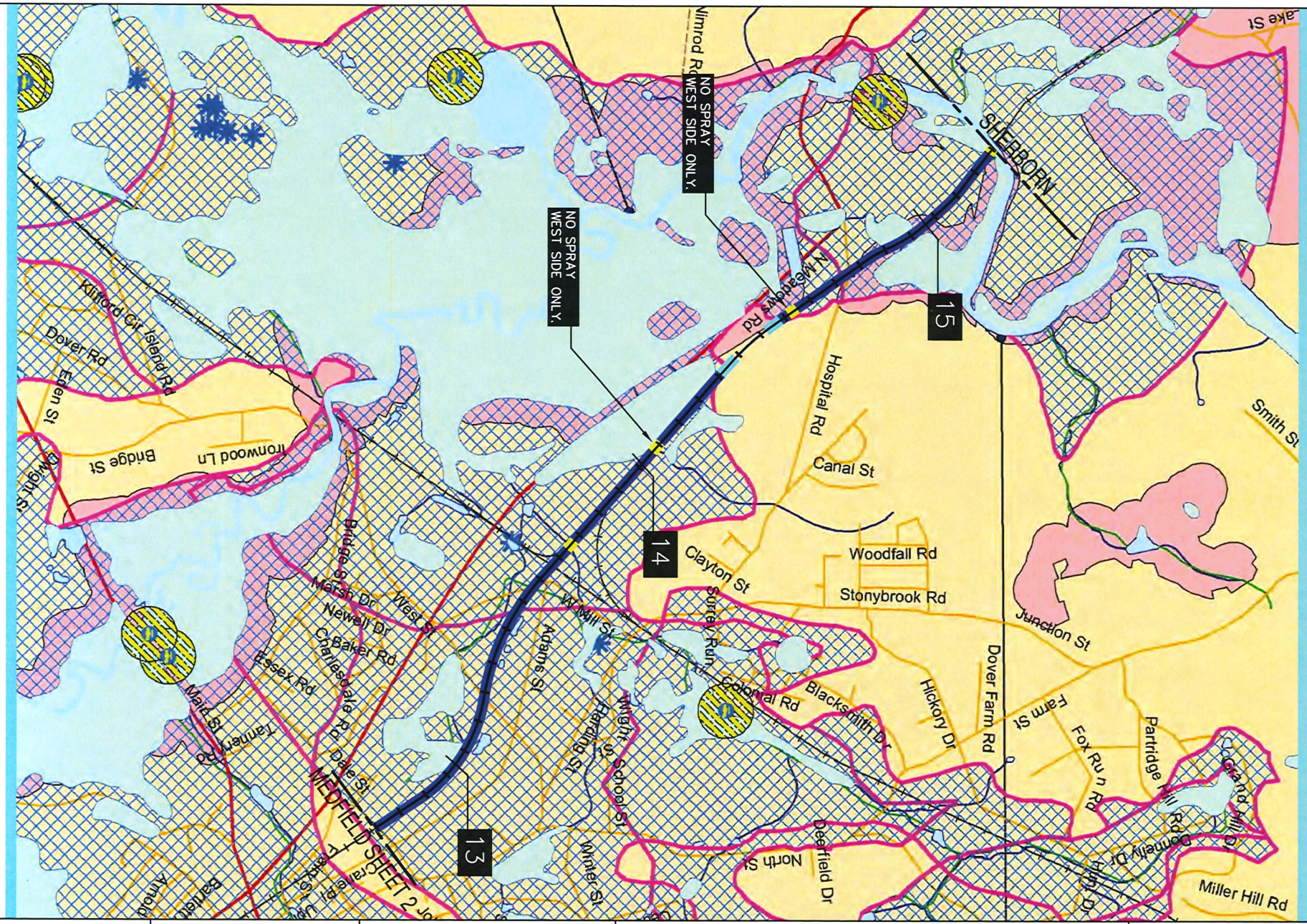
To access the herbicide fact sheets for any of the above products please follow the directions below:

1. Open your internet browser and enter the following address in the **Address bar:** https://www.mass.gov/service-details/rights-of-way-sensitive-area-materials-list
2. Choose the link that corresponds to the **Active Ingredient** present in the product you are interested in.

Hard copies of these documents may also be requested from Tom Lewis at tom@tecassoc.com or (207) 767-6068.

APPENDIX B

MAPS

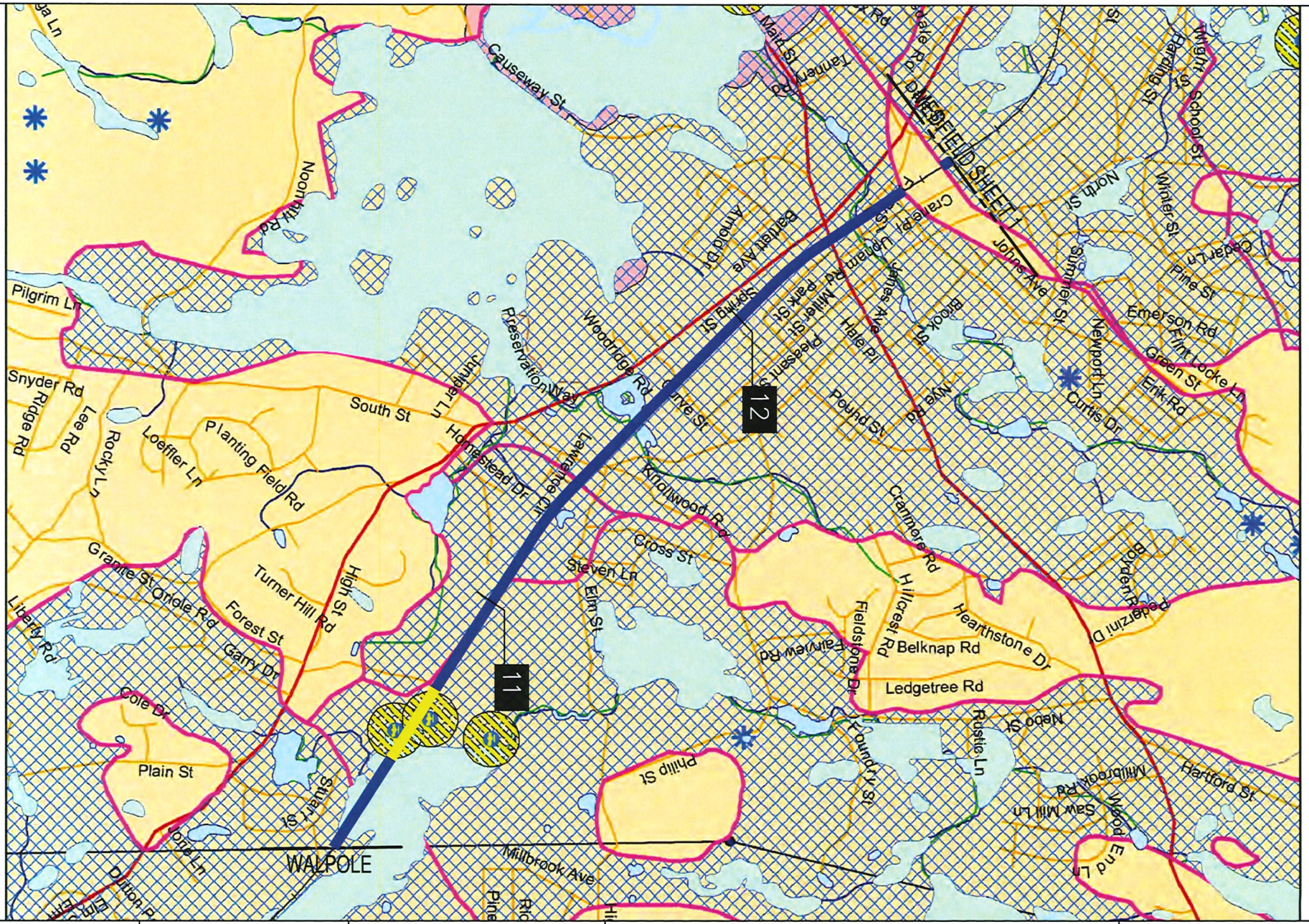


SCALE: 1:25,000	SHEET 1 OF 2	TOWN OF: MEDFIELD	BRANCH: FRAMINGHAM SECONDARY	DATE: 5/1/2016

MASS COASTAL RAILROAD
3065 CRANBERRY HIGHWAY, EAST WAREHAM, MA 02538

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

- LIMITED SPRAY ZONE (1 YEAR INTERVAL)
- LIMITED SPRAY ZONE (2 YEAR INTERVAL)
- NO SPRAY ZONE
- Groundwater Source
- Surface Water Intake
- NHESP Vernal Pool
- DEP Approved Zone I
- DEP Approved Zone II / IWPA
- Zone A
- Zone B
- NHESP Priority Habitat



SCALE: 1:25,000	SHEET 2 OF 2	TOWN OF: MEDFIELD	BRANCH: FRAMINGHAM SECONDARY	DATE: 5/1/2016

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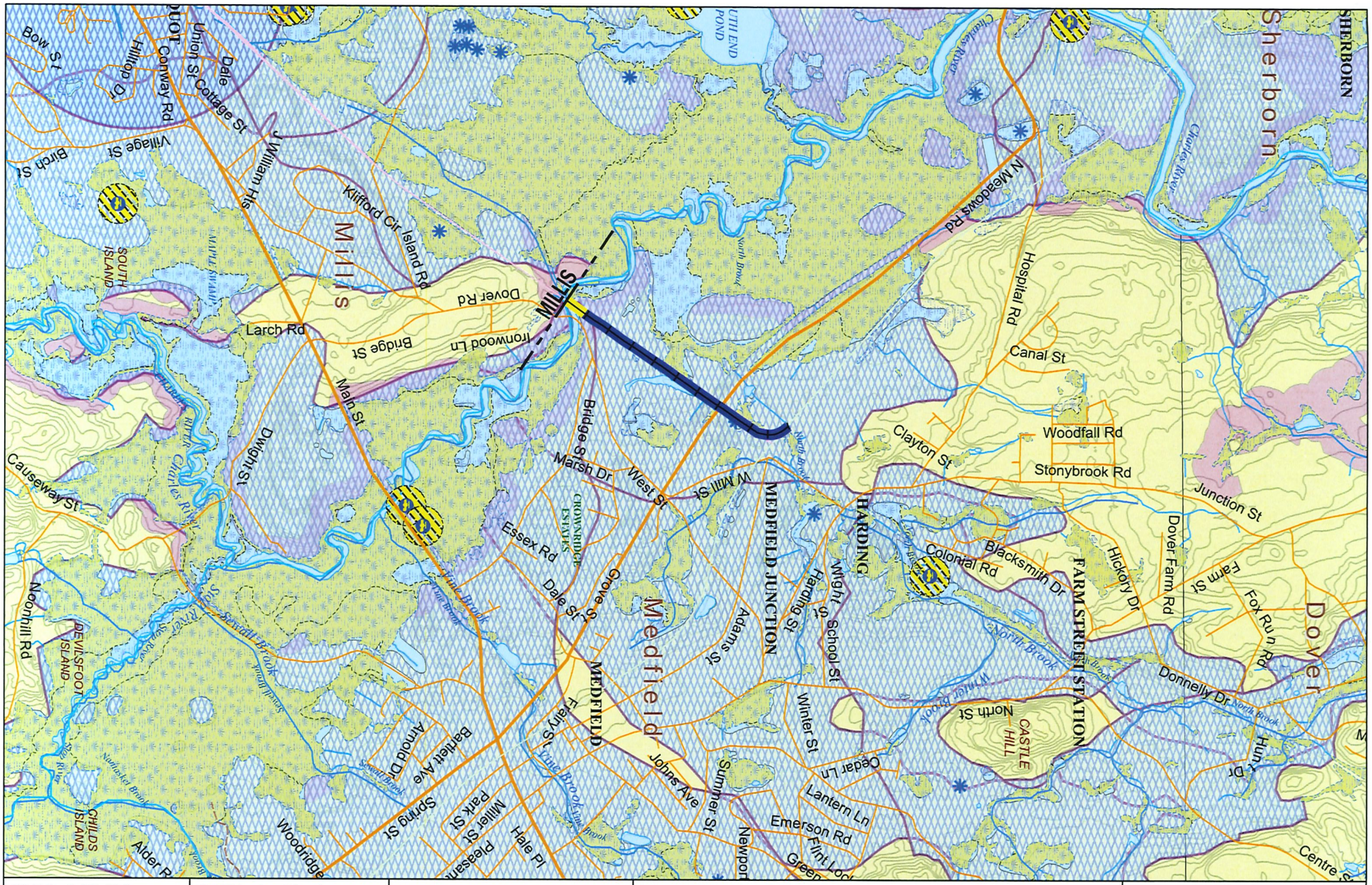
- DEP Approved Zone II / IWPA
- Zone A
- Zone B
- NHESP Priority Habitat


MILLIS
MEDFIELD
MEDFIELD JUNCTION
HARDING
FARM STREET STATION
Sherborn
Dover
Bow St
Hilltop Dr
Conway Rd
Union St
Cottage St
Dale
Village St
Birch St
William Hs
Klifford Cir
Island Rd
Dover Rd
Larch Rd
Bridge St
Ironwood Ln
Main St
Dwight St
Causeway St
Moonhill Rd
DEVILSFOOT ISLAND
CHILDS ISLAND
SOUTH ISLAND
Charles RIVER
Stop River
Bogastow Brook
Noanett Brook
Alder R
Woodridge
Arnold Dr
Bartlett Ave
Spring St
Miller St
Park St
Pleasant
Hale Pl
Fairy St
Lime Brook
Marsh Dr
West St
Essex Rd
Dale St
Grove St
Bridge St
Crown Ridge Estates
Adams St
Johns Ave
Summer St
Newport
Green
W Mill St
Hartford
Wright St
School St
Winter St
Cedar Ln
Lantern Ln
Emerson Rd
Flint Ln
North St
CASTLE HILL
Donnelly Dr
Hunt Dr
Centre St
Colonial Rd
Blacksmith Dr
Hickory Dr
Dover Farm Rd
Fox Run Rd
Farm St
Junction St
Stonybrook Rd
Woodfall Rd
Clayton St
Canal St
Hospital Rd
N Meadows Rd
Charles River
North Brook
Winter Brook
Stony Brook
Fuller Brook
Cedar Swamp
Mill Swamp
Cedar Swamp
Pine Brook
Sewall Brook
Nutting Brook
Fuller Brook
Pine Brook
Line

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

Department of Agricultural Resources

225 Turnpike Road, 3rd Floor, Southborough, MA 01772
617-626-1700 fax: 617-626-1850 www.mass.gov/agr

MDAR MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

Maura T. Healey, GOVERNOR | Kimberley Driscoll, LIEUTENANT GOVERNOR | Rebecca L. Tepper, SECRETARY | Ashley E. Randle, COMMISSIONER

NOTICE

Pursuant to the provisions of the Rights-of-Way Management Regulation, 333 CMR 11.00, in order to apply herbicides to control vegetation along railroad rights-of-way, a five-year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Department of Agricultural Resources (DAR). Therefore, notice of receipt of a YOP and procedures for public review are hereby given as required by Section 11.06 (3).

A Yearly Operational Plan has been submitted for: Massachusetts Coastal Railroad.

This plan has been prepared and submitted to the Department of Agricultural Resources by: TEC Associates of South Portland, Maine.

Municipalities identified in the Massachusetts Coastal Railroad YOP as locations where the rights-of-way will be treated with herbicides during the 2025 calendar year are:

> Attleboro, Barnstable, Bourne, Dartmouth, Fall River, Falmouth, Foxborough, Framingham, Mansfield, Medfield, Middleborough, New Bedford, Norton, Rochester, Sandwich, Seekonk, Sherborn, Taunton, Walpole, Wareham, Westport, Westwood, and Yarmouth.

One selective herbicide application will take place in the non-sensitive and sensitive area buffer zones along the roadbed portion of the right-of-way using a DAR approved herbicide mixture. This program is targeted toward the eradication of woody and herbaceous plant species germinating within the roadbed and around other fixtures including but not limited to: switches, signals, signs, and highway grade crossings. This application will be followed by a late summer touch-up application in areas of heavy vegetation growth, if necessary.

Mass Coastal Railroad's vegetation control program for 2025 will be consistent with the VMP as approved by the DAR and involves an Integrated Vegetation Management (IVM) approach. In the 2025 program, brush control will be limited to manual or mechanical cutting in sensitive areas and sensitive area buffer zones. In non-sensitive areas, one foliar application will be conducted to selectively treat brush adjacent to the shoulder using a DAR approved herbicide mixture.

Hi-rail vehicles equipped with herbicide application equipment will be used to treat the rights-of-way. "Sensitive" areas as defined by the Rights-of-way Management Regulations will receive the full protection afforded by those Regulations. All herbicide applications will be done by an applicator properly licensed by the Department of Agricultural Resources Pesticide Bureau and fully trained in herbicide mixing, handling, and application methods.

The applicant has described the following rights-of-way as sites that have been scheduled for herbicide treatment in 2025:

CAPE MAIN LINE
Middleborough to Barnstable

Middleborough	Rochester	Wareham
Bourne	Yarmouth	Sandwich
Barnstable		

SOUTH DENNIS BRANCH
Yarmouth

FALMOUTH BRANCH
Bourne to Falmouth

Bourne	Falmouth

FALL RIVER SECONDARY
Fall River

NEW BEDFORD SECONDARY
New Bedford

WATUPPA RUNNING TRACK
New Bedford to Westport

New Bedford	Dartmouth	Westport

FRAMINGHAM SECONDARY
Framingham to Mansfield

Framingham	Sherborn	Medfield
Walpole	Foxborough	Mansfield

MIDDLEBOROUGH BRANCH
Attleborough to Taunton

Attleborough	Norton	Taunton

DEAN STREET INDUSTRIAL TRACK
Taunton

EAST JUNCTION
Attleborough to Seekonk

Attleboro	Seekonk

WESTWOOD INDUSTRIAL TRACK
Westwood

MILLIS INDUSTRIAL TRACK
Medfield

PUBLIC REVIEW

The Department of Agricultural Resources (DAR) in particular seeks the verification of sensitive area locations reported in the Yearly Operational Plan (YOP). The DAR itself has a limited ability to survey the geography, land use, and the water supplies, in all the communities through which the rights-of-way are located. Municipalities, however, have most of this information readily available, and the particular knowledge with which to better certify the sensitive areas in their communities. Therefore, the DAR requests, and urges, the assistance of the affected municipalities, in reviewing the completeness and accuracy of the maps contained in the submitted document. The DAR has established the following procedures for this review:

The YOP may be viewed online at the following web address:
https://www.mass.gov/service-details/rights-of-way-vegetation-management-vmps-yops-and-notices

Yearly Operational Plans (YOP) and a copy of this notice will be sent by the applicant to the Conservation Commission, Board of Health (or designated health agent), and to the Head of Government (Mayor, City Manager, Chair of the Board of Selectman) of each municipality where herbicides are to be applied along the Rights-of-Way during the calendar year. Municipal agencies and officials will have (45) forty-five days, following receipt of the Yearly Operational Plan to review the maps contained in the document that indicate the location of "sensitive areas not readily identifiable in the field" for inaccuracies and omissions. "Sensitive Areas" will be defined as in Section 11.01 a-f.

Municipal agencies and officials are requested to forward the YOP to the appropriate officials(s) in their municipality qualified to certify the accuracy of sensitive area locations as indicated on the maps. The maps should be "corrected" and returned to the applicant, also a copy of the maps with these corrections indicated should be sent to the Department of Agricultural Resources at the address listed below within the forty-five day review period. If a city or town needs more time to carry out this review, it should send a written request for an extension to the DAR and cite why there is a "good cause" for requesting additional time.

All corrections will be required to be made by the applicant, and corrected maps sent back to the city/town before the YOP can be considered "approved" by the DAR for vegetation maintenance in that municipality. Any dispute on the part of the applicant regarding corrections made by the municipal authorities, should be indicated in writing to the DAR and to the city/town which requested the disputed changes within (15) fifteen days of receipt of the request. The Department will decide whether or not the YOP should be approved without the requested changes. The DAR will consider the "final approval" of a YOP individually for each municipality.

The final (21) twenty one days of the public review period may serve concurrently to provide public notification as required by section 11.07 of the Rights-of-Way Management regulation, if the applicant has an approved VMP and if all the requisite city/town offices which have received copies of the YOP have completed their review and corrections have been duly made by the applicant and approved by the DAR.

A failure by the city/town to respond to the applicant's submission of the YOP within the forty five (45) day public review period, will automatically be considered by the DAR to indicate agreement by municipal officials with the sensitive area demarcations as provided by the applicant in their YOP.

The Massachusetts Pesticide Bureau now has the Private Well Registry online. Residents can go to www.mass.gov/agr then to the Rights-of-Way page and enter their well information into the Department's database.

Any questions or comments on the information provided in this Notice and the procedures established for the municipal review as outlined above should be addressed to:

Rights-of-Way Program
Massachusetts Pesticide Bureau
225 Turnpike Road, 3rd Floor
Southborough, Massachusetts 01772

Any additional questions or comments on any information provided as part of the proposed YOP should be addressed in writing to:

Thomas W. Lewis
TEC Associates
40 Mechanic Street
South Portland, Maine 04106

A copy should also be sent to the Rights-of-Way Program at the above address.

COMMENT PERIOD ENDS AT 5 PM, FRIDAY, JUNE 6, 2025.