



TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

TOWN CLERK  
TOWN OF MEDFIELD, MASS.

2019 MAR 15 P 1:47

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

OFFICE OF THE  
TOWN CLERK

## Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Medfield Town House, Chenery Hall	Tuesday, March 19, 2019, <b>6:00PM</b>

### AGENDA (SUBJECT TO CHANGE)

**6:00 PM** Call to order

Disclosure of Video Recording

Moment of Appreciation for our Troops serving in the Middle East and around the world

#### **Police Chief Discussion and Appointment**

Discussion and deliberation on appointment of Police Chief, and whether or not to offer the position of Police Chief to one of the following candidates.

Michelle Guerette

John Wilhelmi

#### Appointments

**7:05 PM** Kingsbury Club, Sarah Tricot, Esq.  
Discussion of Solar Panel Ground Lease

**7:30 PM** Annual Budget/Warrant Hearing

#### Action Items

Vote to open the 2019 Annual Town Meeting Warrant for inclusion of potential Operating Budget Override  
Vote to close the 2019 Annual Town Meeting Warrant at the conclusion of the meeting.

#### Ongoing FY2020 Budget Review and Discussion

Town Finance/Budget Discussion

Discussion of Proposed Budget Cuts

Discussion of COLA

Vote to approve preliminary Town Budgets

Discussion of Budget Policy  
Discussion of Cemetery Fee and Transfer Station Sticker Fees Increases

**Discussion**

Town Meeting Warrant  
Structure of Budget Articles  
Warrant Articles

**Pending**

Town Administrator Goals

**Town Administrator Update**

**Selectmen Reports**

**Informational**

MassDOT announces Medfield's Chapter 90 apportionment for FY20 \$413,135  
Selectmen Cordially invited to attend the Medfield Foundation's Volunteer Awards Reception March 31  
Letter from Resident Jerry Cianciolo  
Letter from Sovereign Consulting Inc. regarding service station at 26 Spring Street, Phase V Remedy Status Report  
Received copy of COMCAST's policies and procedures  
Received Verizon Annual Billing Practice Documentation  
Con Com Information Packet  
Weston and Sampson letter regarding PIP Responses February 27, 2019

RECEIVED  
TOWN OF MEDFIELD, MASS.  
2019 MAR 15 PM 1:47  
OFFICE OF THE  
TOWN CLERK

February 11, 2019

Board of Selectman  
c/o Kristine Trierweiler, Town Administrator  
Town of Medfield  
459 Main Street  
Medfield, Massachusetts 02052

**RE: Proposed Solar Panels located at 2 Ice House Road, Medfield, MA (the "Property")  
owned by Kingsbury Club Medfield, Inc.**

Dear Ms. Trierweiler,

Please let this letter serve as a formal request for approval of the four (4) solar panel leases located on or at the Property and buildings thereon (the "Leases", attached hereto as Exhibit 1). Pursuant to the terms of the Ground Lease dated September 1, 2007, as amended in that certain Agreement Regarding Ground Lease dated September, 2017 (the "Ground Lease", attached hereto as Exhibit 2), specifically paragraph 17 therein, Kingsbury Club Medfield, Inc. (the "Kingsbury Club") cannot sublet all or a portion of the Property without the Town of Medfield's prior written approval.

It is the intent of Kingsbury Club to enter into the Leases to make use of the space above the existing and proposed parking areas on the Property and to make use of the roof on the existing and proposed building(s) on the Property (see plans attached hereto as Exhibit 3). The solar energy generated from the solar panels would be made available to and sold by the tenant, Sunspire Solar LLC ("Sunspire").

Both Kingsbury Club and Sunspire would be happy to facilitate a conversation with the Town of Medfield with respect to the Leases to answer any questions or concerns the Town of Medfield may have.

Please let me know when this matter will be placed before the Board of Selectmen and if you have any questions or concerns before that time. We look forward to hearing from you.

Very truly yours,  
Fletcher Tilton PC



Sarah K. Tricot

Tel: 508-532-3519, Fax: 508-532-3119, Email: [stricot@fletcherilton.com](mailto:stricot@fletcherilton.com)

161 Worcester Road, Suite 501, Framingham, Massachusetts 01701

**cc: Mark Cerel, Esq.**

# Exhibit 1

## COVER SHEET

### OPTION AND LEASE AGREEMENT

Effective Date			
Lease Commencement Date <sup>1</sup>			
Lessor	Kingsbury Club Medfield, INC		
Lessee	Sunspire Solar LLC		
Property address	2 Ice House Road, Medfield, MA, 02052		
Premises	The Premises consists of approximately 14,000 square feet of parking lot space located at the Property controlled by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052. The Property is more particularly described in Exhibit A attached hereto.		
Option Term	540 Days		
Option Expiration			
Rent	Annual rent shall be determined in accordance with Section 4 and Exhibit G.		
Lease Term	Twenty (20) years subject to extension per Section 6.		
Expiration Date <sup>2</sup>			
Extension Exercise Notice Deadline <sup>3</sup>			
Addresses for Notices	<table><tr><td>Lessee: Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter</td><td>Lessor: Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian</td></tr></table>	Lessee: Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	Lessor: Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian
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<sup>1</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>2</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>3</sup> Parties agree to write in once Extension Exercise Notice is delivered.

## OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (“*Lease*”) is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a “*Party*” and together, the “*Parties*”).

A. The approximately 14,000 square feet of canopy space above the parking lot space including access rights and Easements necessary to access the parking lot space (“*Premises*”) located on the real property owned by the Town of Medfield and leased to Lessor under that Ground Lease dated September 1, 2007 and commonly known as 2 Ice House Road, Medfield, MA, 02052 (“*Property*”), are each more particularly described in the attached Exhibit A.

B. Lessee desires to obtain the exclusive right to occupy the Premises subject to the Concurrent Use as set forth herein and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

2. **Option to Lease the Premises.**

(a) **Grant of Option.** Lessor hereby grants to Lessee an option to Lease the Premises on the terms and conditions set forth in this Lease (the “*Option*”).

(b) **Time and Manner of Exercise of the Option.** The Option shall be for an initial term of Five Hundred Forty (540) days after the Effective Date (as it may be extended, the “*Option Term*”). The Option Term may be extended by Lessee for an additional Five Hundred Forty (540) days upon notice to Lessor at any time prior to the end of the initial Option Term.

(c) **Grant of Access License.** Commencing on the Effective Date and throughout the Option Term, Lessor grants to Lessee and any Lessee Party, an irrevocable, exclusive license (“*License*”) to enter upon the Property at any time and from time to time to conduct, at Lessee’s expense, such tests, inspections, surveys and investigations (“*Tests*”) as Lessee deems reasonably necessary or appropriate to evaluate the suitability of the Premises for the uses contemplated under this Lease provided said access does not materially interfere with Lessor’s and/or Lessor’s agents, invitees and guests use of the Property. During the Option Term, no Lessee Party shall place, or permit to be placed, or use, or permit to be used, any permanent improvements or structures on the Premises. If Lessee does not exercise the Option within the Option Term, Lessee shall, at Lessee’s sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of such Tests, and shall have no other rights in and to the Premises or Property and shall return the Property and/or Premises to their former condition, reasonable wear and tear excepted. Lessee agrees to act expeditiously to complete the Tests and other due diligence during the Option Term.

(d) **Lessor Cooperation.** Lessor shall cooperate, at no additional cost to the Lessor, with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee’s sole cost and expense, of all licenses and Permits

or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses and Permits or authorizations that relate to the Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises but it shall be the sole cost and expense of Lessee for any hook-up or tie-in to any utility services currently servicing the Property or otherwise. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall use reasonable efforts in obtaining such necessary easements from the Town of Medfield to the utility company, provided that such easement is in a commercially reasonable and recordable form, understanding that Lessor's title to the Property is a leasehold interest and not a fee simple interest therefore any and all easements, rights, restrictions, encumbrances, liens etc. shall require the Town of Medfield's approval of which Lessor agrees to reasonably pursue when requested by the Lessee.

3. **Exercise of Option; Leased Premises and Related Rights.**

(a) In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**"), accompanied by the first Rent payment, prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**"). Subject to receipt of the Exercise Notice and first Rent payment, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "**Easements**"). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessee shall require the Town of Medfield and Lessor's approval of the same. Only upon approval from the Town of Medfield and Lessor may the Lessee record said easement(s) in the office where real estate records are customarily filed in the jurisdiction of the Premises.

(b) Lessee shall have the right to install utilities on the Property, at Lessee's sole cost and expense, and at locations to be mutually agreed to by Lessee and Lessor to improve the present utilities on the Property (including, but not limited to, the installation of battery storage systems, transformers, switchgear and utility poles).

4. **Rents.** Lessee shall pay the Rent (in accordance with Exhibit G) to Lessor for rental of the Premises ("**Rent**") which shall be due annually beginning on the Lease Commencement Date and on every one (1) year anniversary thereof during the Lease Term. In the event this Lease is terminated by Lessee in accordance with this Lease prior to the Expiration Date, Lessor shall refund to Lessee the pre-paid but unearned annual Rent (pro-rated on a daily basis) within thirty (30) days after Lessee removes the System pursuant to the terms of Section 5. Lessor, its successors, assigns and/or designee, if any, shall submit to Lessee any documents reasonably required by Lessee in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

5. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended pursuant to the terms herein.

(b) If this Lease expires in accordance with Section 5(a) or is terminated by Lessee in accordance with the terms herein, Lessee shall complete the removal of the System and repair of any damage caused to the Premises by the installation or removal of the System on or before the Removal and Restoration Date leaving the Premises and/or Property in the same condition they were in prior to the installation of the System, reasonable wear and tear excepted. The removal and restoration shall be at Lessee's sole cost and expense. In connection with such removal and restoration, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with reasonable access to the Premises until the Removal and Restoration Date so long as Lessee and/or its Affiliates and subcontractors do not materially interfere with Lessor's use of the Property and/or Premises.

(c) Removal of System at Expiration/Termination. In the event Lessee fails to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor may provide notice to Lessee stating that Lessee has failed to remove the System (the "*Abandonment Notice*"). If Lessee fails to remove the System within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to cause the removal of the System by a qualified contractor and the restoration of the Premises in accordance with Section 5(b), said removal and restoration shall be at Lessee's sole cost and expense and in addition to any other rights and/or remedies provided to the Lessor herein or by operation of law.

6. Extension Option. Lessee may extend the Lease Term for two (2) additional and successive periods of five (5) years (each an "*Extension Option*"), at an annual rental rate equal to that during the initial Lease Term, beginning on the day following the expiration of the then-current Term (each an "*Extension Term*"), by giving notice (the "*Extension Exercise Notice*") to Lessor not less than one hundred eighty (180) days prior to the Expiration Date.

7. System Construction; Lessor Acknowledgment.

(a) Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be reasonably necessary provided the same does not enlarge the Premises or unreasonably interfere with Lessor's use of the Property. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvements reasonably necessary for the construction, operation, monitoring and maintenance of the system. Lessee acknowledges that Lessor is undertaking construction on the Property and may need access to the Premises for the same. This shall not constitute a violation of the terms of the Lease provided Lessor does not materially interfere with Lessee's rights and access to the Premises as set forth herein, including those of Section 12(d) below. The Parties acknowledge that the impact of construction is of particular concern to Lessee after the System is operational. At no time shall the System reduce the amount of available parking spaces below what may be required by local, municipal or state law to service the Property as it is currently used or may be expanded.

(b) The Parties acknowledge that the Lessee shall solely be responsible for and shall promptly repair any damage to the parking lot surface of the Premises that is caused by the installation, repair and/or maintenance of the Systems on the Premises. Any such repair work shall be performed promptly and at Lessee's sole cost and expense by a reputable subcontractor, selected by Lessee (and reasonably acceptable to Lessor via Lessor's prior written approval). Lessor shall not delay or interfere with such repair, rehabilitation and/or replacement work and Lessor shall cooperate with Lessee in the obtaining of all applicable Permits required for any such repair work. Said repair and/or maintenance work shall not unreasonably interfere with Lessor's use of the Property.

(c) Except as provided in Section 7(b), the Parties agree and acknowledge that Lessor shall be responsible for the repair and maintenance of the parking lot areas of the Premises, at the sole cost and expense of Lessor. The Parties further agree and acknowledge that during the Term, Lessor shall be afforded up to an aggregate of sixty (60) days (the 'Aggregate Repair Time'), provided that no single such disruption is more than thirty (30) days (each an "Individual Repair Time"), during which the Lessor may repair or perform incidental maintenance on the parking lot and during which all or a portion of the Systems may be removed or rendered non-operational as may be required in order for Lessor to complete such repair or maintenance. In the event the System or a portion thereof must be removed to allow Lessor to complete such repair or maintenance, Lessor shall provide Lessee with written notice and Lessee shall remove the portion of the System within fifteen (15) business days of receipt of such notice. Lessor shall reimburse or pay Lessee for any work reasonably required by Lessee to disassemble or move any portion of the Systems for parking lot repairs and replacement work undertaken by Lessee during any such repair or maintenance of the parking lot. Lessor shall not be required to reimburse Lessee for any other lost revenue during the Aggregate Repair Time or Individual Repair Time, including any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period nor shall there be any rent abatement. In the event that the Lessor requires more aggregate time beyond the Aggregate Repair Time or more time beyond the Individual Repair Time in connection with any single repair or maintenance of the parking lot, Lessor shall be required to reimburse Lessee for any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period within thirty (30) days after Lessee provides to Lessor invoices and reasonable back-up data evidencing the lost revenue..

(d) Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System. Lessee shall maintain the System in good working order at its sole cost and expense. Lessor shall maintain the Property and Premises in good repair at its sole cost and expense. In the event of an emergency condition involving the System that poses an immediate threat of harm to individuals or the environment, Lessee shall take immediate action to cure the condition. If Lessee is unable to do so, Lessor shall be entitled to take actions reasonably necessary to remove the immediate threat of harm.

(e) Lessee represents that the installation of the System shall be done in increments so as to use best efforts to minimally disrupt the business of Lessor.

8. **Access to Premises.**

(a) Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the right to enter upon the Property to perform all effort and labor necessary to carry out Tests, design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises provided said access does not unreasonably interfere with Lessor's use of the Property. The Parties agree to the Temporary Construction Area designated on Exhibit B as space for the temporary 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 furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction laydown. Changes to the Temporary Construction Area may be reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property. All

equipment and materials stored at the Premises or Property shall be insured, as is required herein, and stored at the sole risk of loss of the Lessee.

9. **Statutory and Regulatory Compliance.** Lessee, Lessee Parties, Lessor and the Lessor Parties shall, pursuant to the terms set forth herein, each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

10. **Lessee's Ownership of System and Output.** The System is personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises, which could reasonably be construed as attaching to the System as a fixture of the Property or Premises, Lessor shall use reasonable efforts to provide a disclaimer or release from such lien holder, any expense or cost thereof shall be borne by the Lessee. Lessor, consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the System as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property, provided the same has been approved in advance by both the Town of Medfield and Lessor's current lien holder. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the System and owner of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the System will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

11. **Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

12. **Representations, Warranties and Covenants of the Lessor**

(a) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has a lawful long-term leasehold interest in the Property, including the Premises, under that ground lease dated September 1, 2007 between Lessor and the Town of Medfield ("Ground Lease"), and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto and without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall secure all approvals necessary under the terms of the Ground Lease from the Town of Medfield for this Agreement and the purposes included herein. If Lessor sells, leases, assigns, mortgages, pledges or otherwise encumbers the Property, Lessor shall provide notice thereof to Lessee within thirty (30) days, which notice shall identify the transferee, the area of the Property so transferred and the date of the transfer. Lessor

agrees that this Lease and the Easements granted in this Lease shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System, or any work related to such System, and shall not gain any interest in the System by virtue of the Lessor's transfer.

(b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's gross negligence, willful misconduct or uncured breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) Non-Disturbance Agreements. Lessee shall prepare, at Lessee's sole cost and expense and Lessor shall obtain a non-disturbance agreement ("**NDA**") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Lease; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession of the Premises provided there is no uncured breach by Lessee under the terms herein.

(d) Insolation. Lessor acknowledges and agrees that access to sunlight ("**insolation**") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any material interference with insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that would create or cause shade on all or a part of the System, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of insolation at the Premises as they existed as of the Lease Commencement Date insofar as the same is within Lessor's reasonable control. Such measures may include, but not be limited to, obtaining a solar access easement. In the event any such obstruction occurs and is not removed within a reasonable amount of time given the nature of the obstruction, Lessee shall have the right to terminate this Lease without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 12(d), (ii) termination of the Lease might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 12(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the insolation to the Premises.

(e) Hazardous Substances. Lessor represents and warrants that to the best of Lessor's knowledge and belief, without independent investigation, there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor.

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(h) Liens. Lessor 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 on or with respect to the System or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the System and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's reasonable attorneys' fees and actual court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(i) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in the System to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Property or Premises that could attach to the System as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease.

(j) Concurrent Use. Any concurrent use of the Premises by Lessor or any third parties during the Term shall not interfere with the Lessee's rights granted herein.

(k) Utilities. At Lessee's request, Lessor shall provide, at no additional cost to the Lessor, or cooperate with the provision of electric current and water to the perimeter of the Premises; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessee shall be solely responsible for the payment and expense of any hookup or extension of existing utilities. Lessor makes no representation as to the availability of said utilities to the Premises.

### 13. Representations, Warranties and Covenants of Lessee.

(a) Regulatory Status. Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of Commonwealth of Massachusetts.

(b) Concurrent Use. Notwithstanding the Section 12(j) above, or any other terms of the Lease, the Lessee shall not interfere with Lessor's use of and rights to the existing parking areas. The System shall be mounted on a canopy over the existing parking area and shall not subtract or detract from the existing parking for the Property. Lessee shall not materially interfere with Lessor's or Lessor's guests, agents or invitees' access to said parking areas and the Property.

(c) Liens. Except for the Financing Party's Security Interest in or ownership of Lessee's interest in this Lease, Lessee's personal property or the System, Lessee 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 on or with respect to the Premises and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises, to the extent that such encumbrance or interest arises from or is related to Lessee's performance or non-performance of its obligations hereunder. Lessee shall provide Lessor with notice if it receives notice of any such claims. Lessee further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Property and to indemnify, defend and hold harmless Lessor from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessor's reasonable attorneys' fees and actual court costs. Lessee waives any and all lien rights it may have, statutory or otherwise, concerning the Property or any portion thereof except for the System.

14. **Hazardous Substances.** Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property of which Lessor has actual knowledge. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

15. **Maintenance.** Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be reasonably necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System, subject to the Concurrent Use rights of Lessor in and to the parking areas servicing the Property.

16. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) **System Loss.** In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, the Lease will terminate automatically effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee any prepaid but

unearned rent and Lessee shall be remove any and all remaining above-ground level aspects of the System and restore the premises pursuant to the terms of the Removal and Restoration Date.

17. **Taxes.** Lessee shall pay any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority which are directly attributable to Lessee's occupancy and use of the Premises (or any portion or component thereof, including, but not limited to the System) and ownership of the System. Lessor shall pay, when due, all (i) real and personal property taxes relating to the Property which are not the responsibility of Lessee hereunder, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor or the owner of any interest therein, and (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, other than those attributable to Lessee, as specified herein. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Lease, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. In the event Lessee fails to pay any uncontested taxes or other fees and assessments for which it is responsible under this Lease, Lessor shall have the right, but not the obligation, to pay such owed amounts and bill the Lessee for the same, which shall be due ten (10) days thereafter. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide notice of the assessment to Lessee. Should Lessee determine, in its reasonable and good faith discretion, that they will challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, Lessee shall not be in default for the failure to timely pay said taxes or assessments provided Lessee is diligently pursuing said challenge or abatement, in their sole cost and expense. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 17, at no additional cost to the Lessor.

18. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a breach of any obligation of the indemnitor under this Lease, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any pre-existing violations of Applicable Laws by any party other than Lessee. This Section 18 shall survive the termination of this Lease.

19. **Casualty.** If no more than thirty-five percent (35%) of the Property, Building, Premises, and/or parking areas are destroyed from fire or any other cause (a "Partial Casualty") and such damage or destruction renders all or a portion of the Premises inaccessible, unusable or impractical as determined by Lessee in Lessee's sole and absolute discretion, Lessor shall promptly restore the Property, Building, Premises and/or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Rent shall be abated for the portion of the System which was rendered inoperable due to the Partial Casualty. Lessor shall not be required to make any repairs or restorations that are prohibited by law and Lessor shall not be liable for any inconvenience

or annoyance to Lessee or its visitors. Lessee shall be entitled to all proceeds of its insurance policies with respect to the System and Lessor shall promptly return to Lessee any prepaid but unearned rent.

19.1 If more than thirty five percent (35%) of the Property, Building, Premises and/or parking areas are destroyed from fire or any cause (a "Full Casualty"), such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Lessor shall, within sixty (60) days after the date of the casualty, commence its reconstruction and shall complete reconstruction no later than three hundred sixty five (365) days from the date of casualty.

(a) Lessor and Lessee shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Lessor's contractor's commercially reasonable estimate of time needed for reconstruction will exceed three hundred sixty five (365) days from the date of the Full Casualty. Lessor shall promptly return to Lessee any prepaid but unearned rent;

(b) Rent shall be fully abated during the period beginning on the date of the Full Casualty and ending on the date of completion of Lessor's restoration obligations as provided in this Section 19.1.

19.2. Notwithstanding any other provision of this Section 19 to the contrary, if any portion of the Property, Premises, Building, and/or parking areas are destroyed or damaged by a fire or other casualty during the last three (3) months of the Lease Term, Lessor and Lessee shall each have the option to terminate this Lease at the end of such year by giving written notice to the other party within thirty (30) business days of the date of the casualty of its intent to terminate at the end of such year.

19.3. If Lessor or Lessee elects to terminate under this Section 19 in connection with a casualty, Lessee shall pay Rent and all personal tangible property taxes apportioned up to the date of the casualty and Lessor shall return to Lessee any prepaid but unearned rent. After the effective date of the termination, Lessor and Lessee shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.** Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior consent of Lessor and the Town of Medfield, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent to assignment agreement with Lessee's Financing Party substantially in the form attached hereto as Exhibit E to facilitate financing of the System. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

22. **Defaults and Remedies.**

(a) **Default.** If a Party (the "***Defaulting Party***") fails to perform any non-monetary covenant or obligations hereunder or commits a material breach of this Lease (each an "***Event of Default***"), then it shall not be in default hereunder unless it fails to cure such Event of Default within thirty (30) Business Days after receiving

notice from the other Party (the “*Non-Defaulting Party*”) regarding the failure to perform such covenant or obligation set forth in this Lease or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “*Notice of Default*”); provided, however, that if the nature or extent of the obligation or obligations is such that more than thirty (30) Business Days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such thirty (30) Business Day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) **Bankruptcy.** It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

(c) **Remedies.** If the Event of Default is not cured within the cure period provided for in this Lease, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the Defaulting Party without penalty or further liability, all of which remedies shall be cumulative.

23. **Notices.** All Notices under this Lease shall be made in writing to the Addresses and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

27. **Choice of Law.** This Lease shall be construed in accordance with the laws of Commonwealth of Massachusetts, without regard to its conflict of law principles.

28. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

29. **Counterparts.** This Lease may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

30. **Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease

that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

31. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

32. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, within a reasonable time after the claim, dispute or other matter in question has arisen, pursue all available legal and/or equitable remedies.

33. **Force Majeure.** Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), 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 under this Section 33 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

34. **Attorney's Fees.** In the event there is a lawsuit, action, or proceeding between Lessee and Lessor, which arises from or concerns this Lease, whether that lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its reasonable attorneys' and expert or consultants' fees and court costs, in such lawsuit, action or proceeding.

35. **Notice of Lease.** Lessor agrees to cooperate with Lessee, or Lessee's assignee, in executing any documents necessary to protect Lessee's rights or Lessee's assignee's rights in or use of the Premises. A Notice of Option and a Notice of Lease in substantially the form attached hereto as Exhibit F may be recorded in place of this Lease by Lessee or by Lessee's assignee.

36. **No Brokers.** Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

37. **Interpretation.** This Lease shall not be construed against the Person or entity preparing it, but shall be construed as if all of the parties jointly prepared this Lease without any uncertainty or ambiguity being interpreted against any one of them.

38. **No Partnership.** This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties have executed this Lease on the day and year set forth on the *Effective Date*, set forth on the Cover Sheet.

**LESSOR:**

Kingsbury Club Medfield, INC

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**LESSEE:**

Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO OPTION AND LEASE AGREEMENT]

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY AND PREMISES**

**LEGAL DESCRIPTION OF PROPERTY**

For Lessor's title to the Property, reference is herein made to Deed to the Town of Medfield dated 09/14/1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, as affected by a Notice of Lease recorded on September 19, 2007 in the Norfolk County Registry of Deeds in Book 25170, Page 44.

**DESCRIPTION OF PREMISES**

The Premises consists of the areas located on the Property and indicated on the drawing below in Exhibit B.

Location <b>2 ICE HOUSE RD.</b>	Property Account Number	Parcel ID <b>56-045K</b> Old Parcel ID --
<b>Current Property Mailing Address</b>		
Owner <b>KINGSBURY CLUB</b> <b>JANIGIGAN ROBERT</b> Address <b>2 ICE HOUSE RD</b>		City <b>MEDFIELD</b> State <b>MA</b> Zip <b>02052</b> Zoning <b>IE</b>
<b>Current Property Sales Information</b>		
Sale Date <b>9/14/1995</b> Sale Price <b>700,000</b>		Legal Reference <b>11040-253</b> Grantor(Seller)
<b>Current Property Assessment</b>		
Year <b>2018</b>  Land Area <b>12.080 acres</b>		<b>Card 1 Value</b> Building Value <b>2,660,100</b> Xtra Features Value <b>241,000</b> Land Value <b>886,900</b> Total Value <b>3,788,000</b>
<b>Narrative Description</b>		
This property contains <b>12.080 acres</b> of land mainly classified as <b>TENNIS CT</b> with a(n) <b>TENNIS CLB</b> style building, built about <b>2008</b> , having <b>SANDWICH</b> exterior and <b>ABOVE AVG</b> roof cover, with <b>1 unit(s)</b> , <b>0 total room(s)</b> , <b>0 total bedroom(s)</b> , <b>0 total bath(s)</b> , <b>0 total half bath(s)</b> , <b>0 total 3/4 bath(s)</b> .		
<b>Legal Description</b>		
<b>LOT 2A SALE INC 4 PARCELS !!! NO PLAN !!! LOT 1 PL 6 OF 2006 ICE HOUSE RD !!! PL 11 OF 2006</b>		

**Property Images**



Lessor agrees that the Description of the Premises and Easements may be replaced with actual metes and bounds upon completion of System design and site survey and upon approval and consent of Lessor and the Town of Medfield.

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



**EXHIBIT C**  
**DEFINITIONS**

“*Affiliate*” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“*Applicable Law*” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“*Bankruptcy Event*” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“*Business Day*” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“*Environmental Attributes and Incentives*” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“*Environmental Claims*” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“*Environmental Law*” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct,

disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

**“Expiration Date”** has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Lease.

**“Financing Party”** means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Commencement Date and shall confirm any change in such contact information upon request of Lessor.

**“Force Majeure Event”** means, when used in connection with the performance of a Party’s obligations under this Lease, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

**“Governmental Approval”** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

**“Governmental Authority”** means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

**“Hazardous Substances”** means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

**“Lease Term”** means the term of years that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

**“Lessee Party”** or **“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

**“Lessor Parties”** means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

**“Local Electric Utility”** means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

**“Permits”** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the Independent System Operator, which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**“Removal and Restoration Date”** means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Lease, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises and restore the Premises to its original condition, normal wear and tear excepted.

**“System”** means the solar photovoltaic canopy System installed and operating at the Premises, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, together with all electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, support structures, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

## **EXHIBIT D INSURANCE**

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs:

Lessor: (i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence; (ii) casualty insurance for the Property with full replacement cost coverage and subject to customary deductibles. Such insurance policy (A) shall be procured on an "all-risk" basis including a contingent business interruption coverage provision, (B) shall name Lessee as an additional insured, (C) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other Persons except in the case of such Person's willful misconduct or personal injury claims, (D) shall provide that such insurance is primary insurance with respect to the interests of Lessor and that any property insurance procured by Lessee and any Financing Party is excess and not contributory, and (E) shall provide that such policy not be cancelled, materially changed or that the limits of liability not be reduced without the insurance company endeavoring to provide thirty (30) days' prior notice to Lessee and the Financing Party.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

**EXHIBIT E**  
**FORM OF CONSENT AND ASSIGNMENT**

*[Attached on Following Pages]*

## CONSENT TO ASSIGNMENT

This Consent to Assignment Agreement (the “**Agreement**”) is made effective as of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and among SUNSPIRE SOLAR LLC, a Delaware limited liability company (“**Assignor**”), \_\_\_\_\_, a Delaware limited liability company, (“**Assignee**”), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ (“\_\_\_\_\_” or “**Lessor**”), with reference to the following facts:

### RECITALS

- A. WHEREAS, Lessor is the owner of certain real property located at \_\_\_\_\_ and more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).
- B. WHEREAS, Assignor and Lessor are the parties to that certain Option and Lease Agreement, dated as of \_\_\_\_\_, 2019 which grants to Lessee the exclusive and irrevocable option (the “**Option**”) for a period of 540 days from \_\_\_\_\_, 2019 (such period referred to herein as the “**Initial Option Period**”), to lease the Premises on the terms and conditions set forth in that certain Site Lease attached hereto as **Exhibit A** (the “**Option and Lease Agreement**”) for the purpose of developing, designing, engineering, accessing, monitoring, installing, owning, maintaining and operating one or more rooftop solar photovoltaic systems, including all improvements thereto, (each, a “**System**” and collectively, the “**Systems**”) on those portions of the Property on which the Systems are installed (collectively, the “**Premises**”) for the purpose of generating on-site electrical energy output from the Systems (“**Solar Power**”) and selling the Solar Power and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created from the Solar Power (collectively the “**Project**”);
- C. WHEREAS, the parties to this Agreement acknowledge and agree that Assignor and Assignee entered into that certain Assignment and Assumption Agreement with an effective date of \_\_\_\_\_, 2019 in order to assign and transfer to Assignee all of Assignor’s rights, title and interest in and to the Option and Lease Agreement and the Project (the “**Assignment Agreement**”);
- D. WHEREAS, Lessor desires to consent to the assignment to Assignee, all of Assignor’s rights, title and interest in and to the Option and Lease Agreement as set forth in the Assignment Agreement; and
- E. WHEREAS, the parties to this Agreement wish to memorialize their agreement.

NOW, THEREFORE, in consideration of 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. Consent. The Lessor hereby consents to the assignment by Assignor to Assignee of all of Assignor’s rights, title and interest in and to the Option and Lease Agreement [and the Project, and any and all Project Documents necessary to or beneficial for the Project and the transactions contemplated thereby] (the “**Project Assignment**”), agrees that the Project Assignment shall not constitute any default under [the

Option and Lease Agreement] [any of the Project Documents], and waives any and all defaults under the Option and Lease Agreement [or any other Project Document] that may arise as a result of the Project Assignment; and all terms, covenants and conditions of the Option and Lease Agreement are hereby declared by Lessor and Assignor to be in full force and effect.

2. Third Party Consents. No other third party is required to consent to the Project Assignment.

3. Representation and Warranty. Each of Lessor and Assignor hereby severally and not jointly represents and warrants to Assignee that attached hereto and incorporated herein at Exhibit A to this Agreement is a true, correct and complete copy of the Option and Lease Agreement executed by Lessor and Assignor. Lessor hereby represents and warrants that as of the date hereof there are no defaults, breaches or other violations of the Option and Lease Agreement by Assignor and that Lessor has no claims against Assignor under the Option and Lease Agreement.

4. Assignee Consent. Effective upon the Effective Date of this Agreement, Assignee hereby consents to, and agrees to be bound by, the terms and conditions of the Option and Lease Agreement.

5. Further Representations and Warranties. Each party hereto represents and warrants to each other party hereto, that the following is true and correct on the date of this Agreement:

Such party has the power and authority to execute and deliver this Agreement and to perform, or cause to be performed, its obligations hereunder. The execution and delivery of this Agreement has been duly authorized by such party, and no other actions on the part of such party are necessary to authorize this Agreement and/or the transactions (including, without limitation, the consents) contemplated hereby. This Agreement has been duly executed and delivered by such party and constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms.

6. General Provisions.

(a) Governing Law; Severability. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement will remain in effect.

(b) Recitals Incorporated. The Recitals set forth above are hereby incorporated into and made a part of this Agreement by reference as if set forth in full.

(c) Further Action. Each party agrees to take such further actions and to execute and deliver such additional agreements and instruments as the other parties may reasonably require to consummate, evidence or confirm the agreements contained herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same instrument. This Agreement, when duly executed by a party, may be delivered to the other parties by electronic mail or facsimile transmission.

(e) Successors. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

(f) Titles and Headings. The article, section, and paragraph titles and headings in this Agreement are inserted as matters of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

(g) Amendment; Waiver. Neither this Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by an authorized signatory of each of the parties to this Agreement.

(h) Time of the Essence. Time is of the essence for every provision of this Agreement that specifies a time for performance.

(i) Costs; Attorney Fees. Each party shall bear all of its own costs and expenses incurred in connection with its entering into, and the performance of its obligations under, this Agreement and the related agreements and instruments entered into in connection herewith, provided however, that in the event of any disputes among the parties arising out of this Agreement the prevailing party shall be reimbursed by the other party or parties, as applicable, for all reasonable legal costs and expenses incurred due to such dispute.

(j) No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity will have or acquire any right by virtue of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**LESSOR:**  
KINGSBURY CLUB MEDFIELD, INC.  
A Massachusetts Corporation

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**ASSIGNOR:**  
SUNSPIRE SOLAR LLC,  
a Delaware limited liability company.

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

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

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

Date: \_\_\_\_\_

**ASSIGNEE:**  
\_\_\_\_\_,  
a (statc) (entity).

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

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

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

Date: \_\_\_\_\_

**GROUND LESSOR APPROVAL:  
TOWN OF MEDFIELD**

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

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

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO CONSENT TO ASSIGNMENT AGREEMENT]

**Exhibit A  
[to Consent to Assignment Agreement]  
Option and Lease Agreement**

**EXHIBIT F**  
**FORM OF NOTICE**

*[Attached on Following Pages]*

**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

Sunspire Solar LLC  
Attn: Michelle Porter  
405 Atlantis Rd.  
Cape Canaveral, FL 32920

Space above this line for Recorder's Use

**NOTICE OF OPTION AGREEMENT**

Notice is hereby given of the Option and Lease Agreement (the "*Option*") dated of even date herewith.

LESSOR: Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

LESSEE: Sunspire Solar LLC, a Delaware Limited Liability Company having an address of \_\_\_\_\_, Lowell, MA 01852.

DESCRIPTION OF PREMISES: The Premises consists of approximately 14,000 square feet of parking lot space located at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds at Book 25170, Page 44.

OPTION COMMENCEMENT DATE: [add effective date]

TERM OF OPTION: 540 Days

NO FIXTURE: The System, as defined in the Option, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

MISCELLANEOUS: The Option provides for the exercise by Buyer of the option not later than \_\_\_\_\_, which deadline is subject to extension by Buyer to \_\_\_\_\_ on the terms set forth in the Option.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

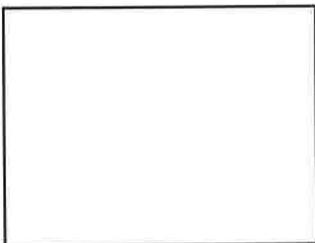
Name: John Porter \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

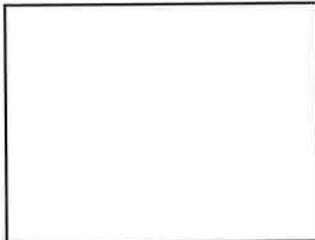
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Armand Janjigian \_\_\_\_\_

Title: Treasurer \_\_\_\_\_  
Duly Authorized

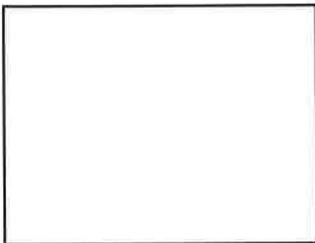
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  _____ _____ _____ _____ _____	
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**NOTICE OF LEASE AGREEMENT**

Notice is hereby given of the Option and Lease Agreement (the "*Lease*") dated of even date herewith.

**LESSOR:** Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

**LESSEE:** Sunspire Solar LLC, a Delaware Limited Liability Company having an address of \_\_\_\_\_, Lowell, MA 01852.

**DESCRIPTION OF LEASED PREMISES:** The Premises consists of approximately 14,000 square feet of parking lot space located at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds at Book 25170, Page 44.

**LEASE COMMENCEMENT DATE:** The date Lessee exercises the Option, on or before \_\_\_\_\_ [fill in effective date plus maximum option duration.

**INITIAL TERM OF LEASE:** 20 years beginning on the Lease Commencement Date.

**RIGHTS OF EXTENSION:** Lessee has two (2) options to extend the term of this Lease, for a period of five (5) years each, subject to the conditions set forth in the Lease.

**NO FIXTURE:** The System, as defined in the Lease, installed and operated by Lessee at the Leased Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

**MISCELLANEOUS:**

The rent for the Leased Premises and all other terms and conditions are set forth in the Lease, and this Notice of Lease is executed pursuant and subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by this reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein. This instrument is executed pursuant to the provisions of the Lease and is not intended to modify amend, or vary any of the terms and conditions of the Lease. In the event of any conflict or inconsistency between the Lease and this Notice of Lease, the Lease shall govern and control in all respects.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Duly Authorized

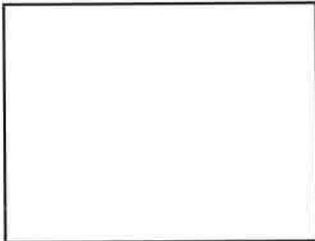
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Armand Janjigian \_\_\_\_\_

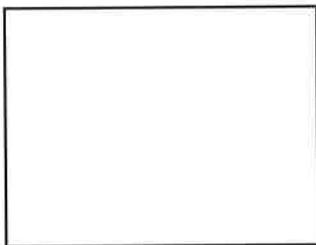
Title: Treasurer \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

**EXHIBIT G**  
**RENT**

The Parties recognize that the amount of rent the System will generate is a function of which Solar Massachusetts Renewable Target (SMART) program block it qualifies for, accordingly the following table indicates annual rent payment for each SMART block.

[redacted]

## COVER SHEET

### OPTION AND LEASE AGREEMENT

Effective Date			
Lease Commencement Date <sup>1</sup>			
Lessor	Kingsbury Club Medfield, INC		
Lessee	Sunspire Solar LLC		
Property address	2 Ice House Road, Medfield, MA, 02052		
Premises	The Premises consists of approximately 53,000 square feet of roof space located at the Property controlled by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052. The Property is more particularly described in Exhibit A attached hereto.		
Option Term	540 Days		
Option Expiration			
Rent	Annual rent shall be determined in accordance with Section 4 and Exhibit G.		
Lease Term	Twenty (20) years subject to extension per Section 6.		
Expiration Date <sup>2</sup>			
Extension Exercise Notice Deadline <sup>3</sup>			
Addresses for Notices	<table><tr><td>Lessee: Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter</td><td>Lessor: Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian</td></tr></table>	Lessee: Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	Lessor: Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian
Lessee: Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	Lessor: Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian		

<sup>1</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>2</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>3</sup> Parties agree to write in once Extension Exercise Notice is delivered.

## OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("**Lease**") is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a "**Party**" and together, the "**Parties**").

A. The approximately 53,000 square feet of roof space including access rights and Easements necessary to access the roof space ("**Premises**") located on the buildings owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052 ("**Property**") situated on land owned by the Town of Medfield and leased to Lessor under that Ground Lease dated September 1, 2007, all of which is more particularly described in the attached **Exhibit A**.

B. Lessee desires to obtain the exclusive right to occupy the Premises subject to the Concurrent Use as set forth herein and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

2. **Option to Lease the Premises.**

(a) **Grant of Option.** Lessor hereby grants to Lessee an option to Lease the Premises on the terms and conditions set forth in this Lease (the "**Option**").

(b) **Time and Manner of Exercise of the Option.** The Option shall be for an initial term of Five Hundred Forty (540) days after the Effective Date (as it may be extended, the "**Option Term**"). The Option Term may be extended by Lessee for an additional Five Hundred Forty (540) days upon notice to Lessor at any time prior to the end of the initial Option Term.

(c) **Grant of Access License.** Commencing on the Effective Date and throughout the Option Term, Lessor grants to Lessee and any Lessee Party, an irrevocable, exclusive license ("**License**") to enter upon the Property at any time and from time to time to conduct, at Lessee's expense, such tests, inspections, surveys and investigations ("**Tests**") as Lessee deems reasonably necessary or appropriate to evaluate the suitability of the Premises for the uses contemplated under this Lease provided said access does not materially interfere with Lessor's and/or lessor's agents, invitees and guests use of the Property. During the Option Term, no Lessee Party shall place, or permit to be placed, or use, or permit to be used, any permanent improvements or structures on the Premises. If Lessee does not exercise the Option within the Option Term, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of such Tests, and shall have no other rights in and to the Premises or Property and shall return the Property and/or Premises to their former condition, reasonable wear and tear excepted. Lessee agrees to act expeditiously to complete the Tests and other due diligence during the Option Term.

(d) **Lessor Cooperation.** Lessor shall cooperate, at no additional cost to the Lessor, with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's sole cost and expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory

entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses and Permits or authorizations that relate to the Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises but it shall be the sole cost and expense of Lessee for any hook-up or tie-in to any utility services currently servicing the Property or otherwise. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall use reasonable efforts in obtaining such necessary easement(s) from the Town of Medfield to the utility company, provided that such easement is in a commercially reasonable and recordable form, understanding that Lessor's title to the Property is a leasehold interest and not a fee simple interest therefore any and all easements, rights, restrictions, encumbrances, liens etc. shall require the Town of Medfield's approval of which Lessor agrees to reasonably pursue when requested by the Lessee.

3. **Exercise of Option; Leased Premises and Related Rights.**

(a) In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**"), accompanied by the first Rent payment, prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**"). Subject to receipt of the Exercise Notice and first Rent payment, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "**Easements**"). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessee shall require the Town of Medfield and Lessor's approval of the same. Only upon approval from the Town of Medfield and Lessor may the Lessee record in the office where real estate records are customarily filed in the jurisdiction of the Premises.

(b) Lessee shall have the right to install utilities on the Property, at Lessee's sole cost and expense, and at locations to be mutually agreed to by Lessee and Lessor to improve the present utilities on the Property (including, but not limited to, the installation of battery storage systems, transformers, switchgear and utility poles).

4. **Rents.** Lessee shall pay the Rent (in accordance with Exhibit G) to Lessor for rental of the Premises ("**Rent**") which shall be due annually beginning on the Lease Commencement Date and on every one (1) year anniversary thereof during the Lease Term. In the event this Lease is terminated by Lessee in accordance with this Lease prior to the Expiration Date, Lessor shall refund to Lessee the pre-paid but unearned annual Rent (pro-rated on a daily basis) within thirty (30) days after Lessee removes the System pursuant to the terms of Section 5. Lessor, its successors, assigns and/or designee, if any, shall submit to Lessee any documents reasonably required by Lessee in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

5. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended pursuant to the terms herein.

(b) If this Lease expires in accordance with Section 5(a) or is terminated by Lessee in accordance with the terms herein, Lessee shall complete the removal of the System and repair of any damage caused to the Premises by the installation or removal of the System on or before the Removal and Restoration Date leaving the Premises and/or Property in the same condition they were in prior to the installation of the System, reasonable wear and tear excepted. The removal and restoration shall be at Lessee's sole cost and expense. In

connection with such removal and restoration, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with reasonable access to the Premises until the Removal and Restoration Date so long as Lessee and/or its Affiliates and subcontractors do not materially interfere with Lessor's use of the Property and/or Premises.

(c) **Removal of System at Expiration/Termination.** In the event Lessee fails to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor may provide notice to Lessee stating that Lessee has failed to remove the System (the "***Abandonment Notice***"). If Lessee fails to remove the System within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to cause the removal of the System by a qualified contractor and the restoration of the Premises in accordance with Section 5(b), said removal shall be at Lessee's sole cost and expense and in addition to any other rights and/or remedies provided to Lessor herein or by operation of law.

6. **Extension Option.** Lessee may extend the Lease Term for two (2) additional and successive periods of five (5) years (each an "***Extension Option***"), at an annual rental rate equal to that during the initial Lease Term, beginning on the day following the expiration of the then-current Term (each an "***Extension Term***"), by giving notice (the "***Extension Exercise Notice***") to Lessor not less than one hundred eighty (180) days prior to the Expiration Date.

7. **System Construction; Lessor Acknowledgment.**

(a) Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be reasonably necessary provided the same does not enlarge the Premises or unreasonably interfere with Lessor's use of the Property. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvements reasonably necessary for the construction, operation, monitoring and maintenance of the system. Lessee acknowledges that Lessor is undertaking construction on the Property and may need access to the Premises for the same. This shall not constitute a violation of the terms of the Lease provided Lessor does not materially interfere with Lessee's rights and access to the Premises as set forth herein, including those of Section 12(d) below. The Parties acknowledge that the impact of construction is of particular concern to Lessee after the System is operational.

(b) The Parties acknowledge that the Lessee shall be solely responsible for and shall promptly repair any damage to the roof of the Premises that is caused by the installation, repair and/or maintenance of the Systems on the Premises. Any such repair work shall be performed promptly and at Lessee's sole cost and expense by a reputable subcontractor, selected by Lessee (and reasonably acceptable to Lessor via Lessor's prior written approval). Lessor shall not delay or interfere with such repair, rehabilitation and/or replacement work and Lessor shall cooperate with Lessee in the obtaining of all applicable Permits required for any such repair work. Subject to Lessee's prior receipt of any current roof warranty relating to the Premises, any and all installation and construction work performed on the Premises by Lessee with respect to the Systems shall be conducted in a manner that will comply with and preserve any current or future roof warranty relating to the Premises. Said repair and/or maintenance work shall not unreasonably interfere with Lessor's use of the Property.

(c) Except as provided in Section 7(b), the Parties agree and acknowledge that Lessor shall be responsible for the repair and maintenance of the roof of the Building, including that portion of the roof located within the Premises, at the sole cost and expense of Lessor. The Parties further agree and acknowledge that during the Term, Lessor shall be afforded up to an aggregate of sixty (60) days (the 'Aggregate Repair Time'), provided that no single such disruption is more than thirty (30) days (each an "Individual Repair Time"), during which the Lessor may repair or perform incidental maintenance on the roof of the Building and during which all or a portion

of the Systems may be removed or rendered non-operational as may be required in order for Lessor to complete such roof repair or maintenance. In the event the System or a portion thereof must be removed to allow Lessor to complete such roof repair or maintenance, Lessor shall provide Lessee with written notice and Lessee shall remove the portion of the System within fifteen (15) business days of receipt of such notice. Lessor shall reimburse or pay Lessee for any work reasonably required by Lessee to disassemble or move any portion of the Systems for roof repairs and replacement work undertaken by Lessee during any such repair or maintenance of the roof of the Building. Lessor shall not be required to reimburse Lessee for any other lost revenue during the Aggregate Repair Time or Individual Repair Time, including any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period nor shall there be any rent abatement. In the event that the Lessor requires more aggregate time beyond the Aggregate Repair Time or more time beyond the Individual Repair Time in connection with any single repair or maintenance of the roof of the Building, Lessor shall be required to reimburse Lessee for any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period within thirty (30) days after Lessee provides to Lessor invoices and reasonable back-up data evidencing the lost revenue.

(d) Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System. Lessee shall maintain the System in good working order at its sole cost and expense. Lessor shall maintain the Property and Premises in good repair at its sole cost and expense. In the event of an emergency condition involving the System that poses an immediate threat of harm to individuals or the environment, Lessee shall take immediate action to cure the condition. If Lessee is unable to do so, Lessor shall be entitled to take actions reasonably necessary to remove the immediate threat of harm.

8. **Access to Premises.**

(a) Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the right to enter upon the Property to perform all effort and labor necessary to carry out Tests, design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises provided said access does not unreasonably interfere with Lessor's use of the Property. The Parties agree to the Temporary Construction Area designated in Exhibit B as space for the temporary 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 furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction laydown. Changes to the Temporary Construction Area may be reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property. All equipment and materials stored at the Premises or Property shall be insured, as is required herein, and stored at the sole risk of loss by the Lessee.

9. **Statutory and Regulatory Compliance.** Lessee, Lessee Parties, Lessor and the Lessor Parties shall, pursuant to the terms set forth herein, each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

10. **Lessee's Ownership of System and Output.** The System is personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part

of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises, which could reasonably be construed as attaching to the System as a fixture of the Property or Premises, Lessor shall use reasonable efforts to provide a disclaimer or release from such lien holder, any expense or cost thereof shall be borne by the Lessee. Lessor consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the System as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property, provided the same has been approved in advance by both the Town of Medfield and Lessor's current lien holder. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the System and owner of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the System will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

11. **Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

12. **Representations, Warranties and Covenants of the Lessor**

(a) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has a lawful long-term leasehold interest in the Property, including the Premises, under that ground lease dated September 1, 2007 between Lessor and the Town of Medfield ("Ground Lease"), and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto and without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall secure all approvals necessary under the terms of the Ground Lease from the Town of Medfield for this Agreement and the purposes included herein. If Lessor sells, leases, assigns, mortgages, pledges or otherwise encumbers the Property, Lessor shall provide notice thereof to Lessee within thirty (30) days, which notice shall identify the transferee, the area of the Property so transferred and the date of the transfer. Lessor agrees that this Lease and the Easements granted in this Lease shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System, or any work related to such System, and shall not gain any interest in the System by virtue of the Lessor's transfer.

(b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's gross negligence, willful misconduct or uncured breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) Non-Disturbance Agreements. Lessee shall prepare, at Lessee's sole cost and expense and Lessor shall obtain a non-disturbance agreement ("NDA") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Lease; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession of the Premises, provided there is no uncured breach by Lessee under the terms herein.

(d) Insolation. Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any material interference with insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that would create or cause shade on all or a part of the System, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of insolation at the Premises as they existed as of the Lease Commencement Date insofar as the same is within Lessor's reasonable control. Such measures may include, but not be limited to, obtaining a solar access easement. In the event any such obstruction occurs and is not removed within a reasonable amount of time given the nature of the obstruction, Lessee shall have the right to terminate this Lease without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 12(d), (ii) termination of the Lease might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 12(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the insolation to the Premises.

(e) Hazardous Substances. Lessor represents and warrants that to the best of Lessor's knowledge and belief, without independent investigation, there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor.

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(h) Liens. Lessor 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 on or with respect to the System or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the System and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's reasonable attorneys' fees and actual court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(i) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "*Security Interest*") in the System to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Property or Premises that could attach to the System as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease.

(j) Concurrent Use. Any concurrent use of the Premises by Lessor or any third parties during the Term shall not unreasonably interfere with Lessee's rights granted herein.

(k) Utilities. At Lessee's request, Lessor shall provide, at no additional cost to Lessor, or cooperate with the provision of electric current and water to the perimeter of the Premises; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessee shall be solely responsible for the payment and expense of any hookup or extension of existing utilities. Lessor makes no representation as to the availability of said utilities to the Premises.

### 13. Representations, Warranties and Covenants of Lessee.

(a) Regulatory Status. Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of the Commonwealth of Massachusetts.

(b) Liens. Except for the Financing Party's Security Interest in or ownership of Lessee's interest in this Lease, Lessee's personal property or the System, Lessee 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 on or with respect to the Premises and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises, to the extent that such encumbrance or interest arises from or is related to Lessee's performance or non-performance of its obligations hereunder. Lessee shall provide Lessor with notice if it receives notice of any such claims. Lessee further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Property and to indemnify, defend and hold harmless Lessor from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessor's reasonable attorneys' fees and actual court costs. Lessee waives any and all lien rights it may have, statutory or otherwise, concerning the Property or any portion thereof except for the System.

14. **Hazardous Substances.** Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property of which Lessor has actual knowledge. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

15. **Maintenance.** Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be reasonably necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System and Premises.

16. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) **System Loss.** In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("***System Loss***"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, the Lease will terminate automatically effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee any prepaid but unearned rent and Lessee shall remove any and all remaining aspects of the System and restore the Premises pursuant to the terms of the Removal and Restoration Date.

17. **Taxes.** Lessee shall pay any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority which are directly attributable to Lessee's occupancy and use of the Premises (or any portion or component thereof, including, but not limited to the System) and ownership of the System. Lessor shall pay, when due, all (i) real and personal property taxes relating to the Property which are not the responsibility of Lessee hereunder, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor or the owner of any interest therein, and (iv) taxes, fees, service payments,

excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, other than those attributable to Lessee, as specified herein. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Lease, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. In the event Lessee fails to pay any uncontested taxes or other fees and assessments for which it is responsible under this Lease, Lessor shall have the right, but not the obligation, to pay such owed amounts and bill the Lessee for the same, which shall be due ten (10) days thereafter. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide notice of the assessment to Lessee. Should Lessee determine, in its reasonable and good faith discretion, that they will challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, Lessee shall not be in default for the failure to timely pay said taxes or assessments provided Lessee is diligently pursuing said challenge or abatement, in their sole cost and expense. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 17, at no additional cost to the Lessor.

18. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a breach of any obligation of the indemnitor under this Lease, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any pre-existing violations of Applicable Laws by any party other than Lessee. This Section 18 shall survive the termination of this Lease.

19. **Casualty.** If no more than thirty-five percent (35%) of the Property, Building, Premises, and/or parking areas are destroyed from fire or any other cause (a "Partial Casualty") and such damage or destruction renders all or a portion of the Premises inaccessible, unusable or impractical as determined by Lessee in Lessee's sole and absolute discretion, Lessor shall promptly restore the Property, Building, Premises and/or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Rent shall be abated for the portion of the System which was rendered inoperable due to the Partial Casualty. Lessor shall not be required to make any repairs or restorations that are prohibited by law and Lessor shall not be liable for any inconvenience or annoyance to Lessee or its visitors. Lessee shall be entitled to all proceeds of its insurance policies with respect to the System and Lessor shall promptly return to Lessee any prepaid but unearned rent.

19.1 If more than thirty five percent (35%) of the Property, Building, Premises and/or parking areas are destroyed from fire or any cause (a "Full Casualty"), such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Lessor shall, within sixty (60) days after the date of the casualty, commence its reconstruction and shall complete reconstruction no later than three hundred sixty five (365) days from the date of casualty.

(a) Lessor and Lessee shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Lessor's contractor's commercially reasonable estimate of time needed for reconstruction will exceed three hundred sixty five (365) days from the date of the Full Casualty. Lessor shall promptly return to Lessee any prepaid but unearned rent;

(b) Rent shall be fully abated during the period beginning on the date of the Full Casualty and ending on the date of completion of Lessor's restoration obligations as provided in this Section 19.1.

19.2. Notwithstanding any other provision of this Section 19 to the contrary, if any portion of the Property, Premises, Building, and/or parking areas are destroyed or damaged by a fire or other casualty during the last three (3) months of the Lease Term, Lessor and Lessee shall each have the option to terminate this Lease at the end of such year by giving written notice to the other party within thirty (30) business days of the date of the casualty of its intent to terminate at the end of such year.

19.3. If Lessor or Lessee elects to terminate under this Section 19 in connection with a casualty, Lessee shall pay Rent and all personal tangible property taxes apportioned up to the date of the casualty and Lessor shall return to Lessee any prepaid but unearned rent. After the effective date of the termination, Lessor and Lessee shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.** Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior consent of Lessor and the Town of Medfield, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent to assignment agreement with Lessee's Financing Party substantially in the form attached hereto as Exhibit E to facilitate financing of the System. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

22. **Defaults and Remedies.**

(a) **Default.** If a Party (the "***Defaulting Party***") fails to perform any non-monetary covenant or obligations hereunder or commits a material breach of this Lease (each an "***Event of Default***"), then it shall not be in default hereunder unless it fails to cure such Event of Default within thirty (30) Business Days after receiving notice from the other Party (the "***Non-Defaulting Party***") regarding the failure to perform such covenant or obligation set forth in this Lease or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "***Notice of Default***"); provided, however, that if the nature or extent of the obligation or obligations is such that more than thirty (30) Business Days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such thirty (30) Business Day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) **Bankruptcy.** It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

(c) **Remedies.** If the Event of Default is not cured within the cure period provided for in this Lease, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the Defaulting Party without penalty or further liability, all of which remedies shall be cumulative.

23. **Notices.** All Notices under this Lease shall be made in writing to the Addresses and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

27. **Choice of Law.** This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

28. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

29. **Counterparts.** This Lease may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

30. **Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

31. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

32. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, within a reasonable time after the claim, dispute or other matter in question has arisen, pursue all available legal and/or equitable remedies.

33. **Force Majeure.** Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), 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 under this Section 33 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

34. **Attorney's Fees.** In the event there is a lawsuit, action, or proceeding between Lessee and Lessor, which arises from or concerns this Lease, whether that lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its reasonable attorneys' and expert or consultants' fees and court costs, in such lawsuit, action or proceeding.

35. **Notice of Lease.** Lessor agrees to cooperate with Lessee, or Lessee's assignee, in executing any documents necessary to protect Lessee's rights or Lessee's assignee's rights in or use of the Premises. A Notice of Option and Notice of Lease in substantially the form attached hereto as Exhibit F may be recorded in place of this Lease by Lessee or by Lessee's assignee.

36. **No Brokers.** Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

37. **Interpretation.** This Lease shall not be construed against the Person or entity preparing it, but shall be construed as if all of the parties jointly prepared this Lease without any uncertainty or ambiguity being interpreted against any one of them.

39. **No Partnership.** This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties have executed this Lease on the day and year set forth on the *Effective Date*, set forth on the Cover Sheet.

**LESSOR:**

Kingsbury Club Medfield, INC

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**LESSEE:**

Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO OPTION AND LEASE AGREEMENT]

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY AND PREMISES**

For Lessor's title to the Property, reference is herein made to Deed to the Town of Medfield dated 09/14/1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, as affected by a Notice of Lease recorded on September 19, 2007 in the Norfolk County Registry of Deeds in Book 25170, Page 44.

**DESCRIPTION OF PREMISES**

The Premises consists of the areas located on the Property and indicated on the drawing below in Exhibit B.

Location <b>2 ICE HOUSE RD.</b>	Property Account Number	Parcel ID <b>56-045K</b> Old Parcel ID -
<b>Current Property Mailing Address</b>		
Owner <b>KINGSBURY CLUB JANIGIGAN ROBERT</b> Address <b>2 ICE HOUSE RD</b>	City <b>MEDFIELD</b> State <b>MA</b> Zip <b>02052</b> Zoning <b>IE</b>	
<b>Current Property Sales Information</b>		
Sale Date <b>9/14/1995</b> Sale Price <b>700,000</b>	Legal Reference <b>11040-253</b> Grantor(Seller)	
<b>Current Property Assessment</b>		
Year <b>2018</b>  Land Area <b>12.080 acres</b>	<u>Card 1 Value</u> Building Value <b>2,660,100</b> Xtra Features Value <b>241,000</b> Land Value <b>886,900</b> Total Value <b>3,788,000</b>	
<b>Narrative Description</b>		
This property contains 12.080 acres of land mainly classified as TENNIS CT with a(n) TENNIS CLB style building, built about 2008 , having SANDWICH exterior and ABOVE AVG roof cover, with 1 unit(s), 0 total room(s), 0 total bedroom(s), 0 total bath(s), 0 total half bath(s), 0 total 3/4 bath(s).		
<b>Legal Description</b>		
<b>LOT 2A SALE INC 4 PARCELS !!! NO PLAN !!! LOT 1 PL 6 OF 2006 ICE HOUSE RD !!! PL 11 OF 2006</b>		

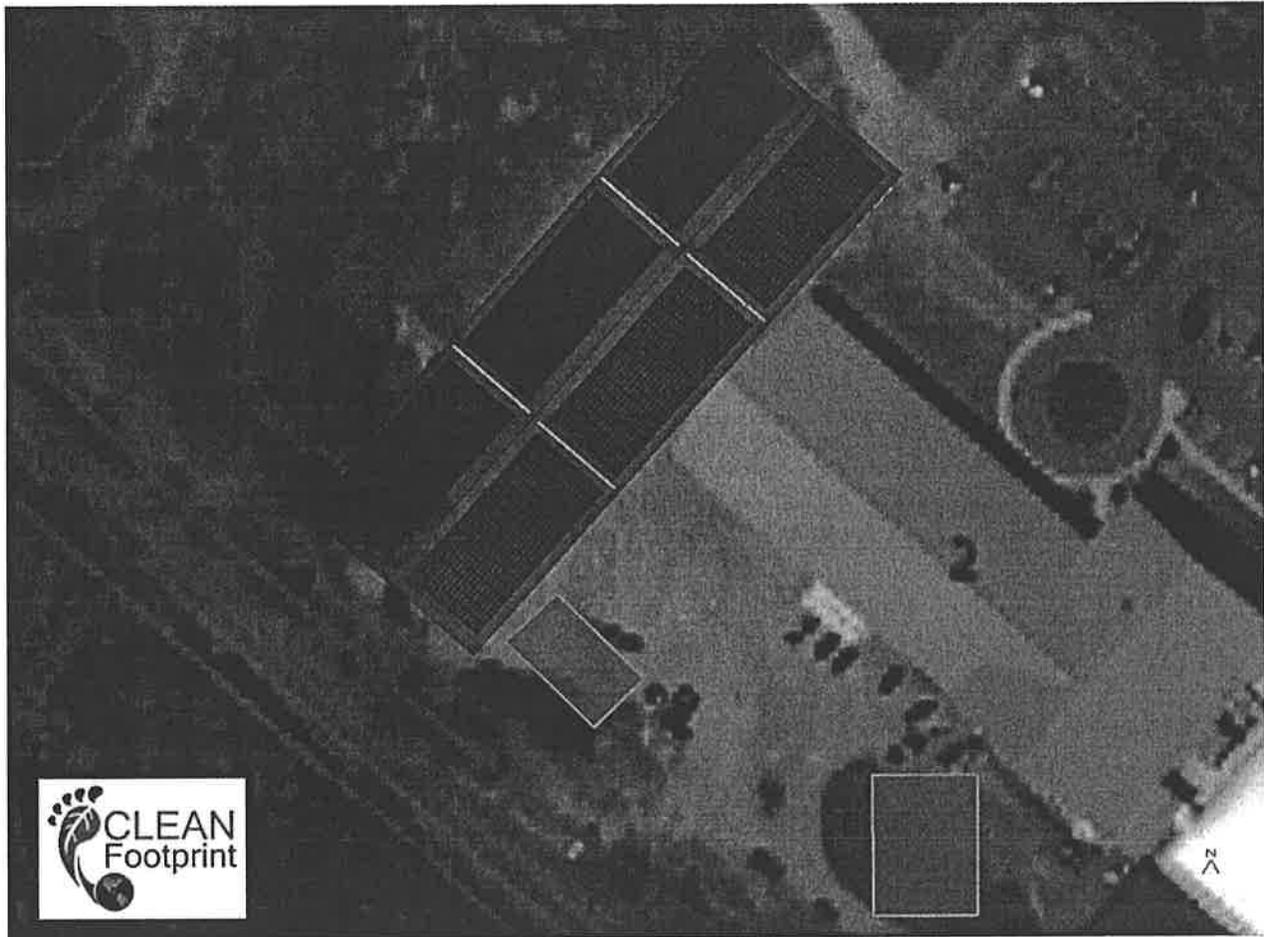
**Property Images**



Lessor agrees that the Description of the Premises and Easements may be replaced with actual metes and bounds upon completion of System design and site survey and upon approval and consent of Lessor and the Town of Medfield.

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



**EXHIBIT C**  
**DEFINITIONS**

“**Affiliate**” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“**Applicable Law**” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“**Bankruptcy Event**” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“**Business Day**” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“**Environmental Attributes and Incentives**” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“**Environmental Claims**” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“**Environmental Law**” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct,

disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

***“Expiration Date”*** has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Lease.

***“Financing Party”*** means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Commencement Date and shall confirm any change in such contact information upon request of Lessor.

***“Force Majeure Event”*** means, when used in connection with the performance of a Party’s obligations under this Lease, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

***“Governmental Approval”*** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

***“Governmental Authority”*** means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

***“Hazardous Substances”*** means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

***“Lease Term”*** means the term of years that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

**“Lessee Party”** or **“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

**“Lessor Parties”** means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

**“Local Electric Utility”** means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

**“Permits”** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the Independent System Operator, which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**“Removal and Restoration Date”** means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Lease, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises and restore the Premises to its original condition, normal wear and tear excepted.

**“System”** means the solar photovoltaic System installed and operating at the Premises, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, together with all electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

## **EXHIBIT D INSURANCE**

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs:

Lessor: (i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence; (ii) casualty insurance for the Property with full replacement cost coverage and subject to customary deductibles. Such insurance policy (A) shall be procured on an "all-risk" basis including a contingent business interruption coverage provision, (B) shall name Lessee as an additional insured, (C) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other Persons except in the case of such Person's willful misconduct or personal injury claims, (D) shall provide that such insurance is primary insurance with respect to the interests of Lessor and that any property insurance procured by Lessee and any Financing Party is excess and not contributory, and (E) shall provide that such policy not be cancelled, materially changed or that the limits of liability not be reduced without the insurance company endeavoring to provide thirty (30) days' prior notice to Lessee and the Financing Party.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

**EXHIBIT E**  
**FORM OF CONSENT AND ASSIGNMENT**

*[Attached on Following Pages]*

## CONSENT TO ASSIGNMENT

This Consent to Assignment Agreement (the “**Agreement**”) is made effective as of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and among SUNSPIRE SOLAR LLC, a Delaware limited liability company (“**Assignor**”), \_\_\_\_\_, a Delaware limited liability company, (“**Assignee**”), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ (“**\_\_\_\_\_**” or “**Lessor**”), with reference to the following facts:

### RECITALS

- A. WHEREAS, Lessor is the owner of certain real property located at \_\_\_\_\_ and more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).
- B. WHEREAS, Assignor and Lessor are the parties to that certain Option and Lease Agreement, dated as of \_\_\_\_\_, 2019 which grants to Lessee the exclusive and irrevocable option (the “**Option**”) for a period of 540 days from \_\_\_\_\_, 2019 (such period referred to herein as the “**Initial Option Period**”), to lease the Premises on the terms and conditions set forth in that certain Site Lease attached hereto as **Exhibit A** (the “**Option and Lease Agreement**”) for the purpose of developing, designing, engineering, accessing, monitoring, installing, owning, maintaining and operating one or more rooftop solar photovoltaic systems, including all improvements thereto, (each, a “**System**” and collectively, the “**Systems**”) on those portions of the Property on which the Systems are installed (collectively, the “**Premises**”) for the purpose of generating on-site electrical energy output from the Systems (“**Solar Power**”) and selling the Solar Power and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created from the Solar Power (collectively the “**Project**”);
- C. WHEREAS, the parties to this Agreement acknowledge and agree that Assignor and Assignee entered into that certain Assignment and Assumption Agreement with an effective date of \_\_\_\_\_, 2019 in order to assign and transfer to Assignee all of Assignor’s rights, title and interest in and to the Option and Lease Agreement and the Project (the “**Assignment Agreement**”);
- D. WHEREAS, Lessor desires to consent to the assignment to Assignee, all of Assignor’s rights, title and interest in and to the Option and Lease Agreement as set forth in the Assignment Agreement; and
- E. WHEREAS, the parties to this Agreement wish to memorialize their agreement.

NOW, THEREFORE, in consideration of 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. Consent. The Lessor hereby consents to the assignment by Assignor to Assignee of all of Assignor’s rights, title and interest in and to the Option and Lease Agreement (the “**Project Assignment**”), agrees that the Project Assignment shall not constitute any default under

the Option and Lease Agreement, and waives any and all defaults under the Option and Lease Agreement that may arise as a result of the Project Assignment; and all terms, covenants and conditions of the Option and Lease Agreement are hereby declared by Lessor and Assignor to be in full force and effect.

2. Third Party Consents. No other third party is required to consent to the Project Assignment.

3. Representation and Warranty. Each of Lessor and Assignor hereby severally and not jointly represents and warrants to Assignee that attached hereto and incorporated herein at Exhibit A to this Agreement is a true, correct and complete copy of the Option and Lease Agreement executed by Lessor and Assignor. Lessor hereby represents and warrants that as of the date hereof there are no defaults, breaches or other violations of the Option and Lease Agreement by Assignor and that Lessor has no claims against Assignor under the Option and Lease Agreement.

4. Assignee Consent. Effective upon the Effective Date of this Agreement, Assignee hereby consents to, and agrees to be bound by, the terms and conditions of the Option and Lease Agreement.

5. Further Representations and Warranties. Each party hereto represents and warrants to each other party hereto, that the following is true and correct on the date of this Agreement:

Such party has the power and authority to execute and deliver this Agreement and to perform, or cause to be performed, its obligations hereunder. The execution and delivery of this Agreement has been duly authorized by such party, and no other actions on the part of such party are necessary to authorize this Agreement and/or the transactions (including, without limitation, the consents) contemplated hereby. This Agreement has been duly executed and delivered by such party and constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms.

6. General Provisions.

(a) Governing Law; Severability. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement will remain in effect.

(b) Recitals Incorporated. The Recitals set forth above are hereby incorporated into and made a part of this Agreement by reference as if set forth in full.

(c) Further Action. Each party agrees to take such further actions and to execute and deliver such additional agreements and instruments as the other parties may reasonably require to consummate, evidence or confirm the agreements contained herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same instrument. This Agreement, when duly executed by a party, may be delivered to the other parties by electronic mail or facsimile transmission.

(e) Successors. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

(f) Titles and Headings. The article, section, and paragraph titles and headings in this Agreement are inserted as matters of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

(g) Amendment; Waiver. Neither this Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by an authorized signatory of each of the parties to this Agreement.

(h) Time of the Essence. Time is of the essence for every provision of this Agreement that specifies a time for performance.

(i) Costs; Attorney Fees. Each party shall bear all of its own costs and expenses incurred in connection with its entering into, and the performance of its obligations under, this Agreement and the related agreements and instruments entered into in connection herewith, provided however, that in the event of any disputes among the parties arising out of this Agreement the prevailing party shall be reimbursed by the other party or parties, as applicable, for all reasonable legal costs and expenses incurred due to such dispute.

(j) No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity will have or acquire any right by virtue of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**LESSOR:**  
KINGSBURY CLUB MEDFIELD, INC.  
A Massachusetts Corporation

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**ASSIGNOR:**  
SUNSPIRE SOLAR LLC,  
a Delaware limited liability company.

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

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

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

Date: \_\_\_\_\_

**ASSIGNEE:**  
\_\_\_\_\_,  
a (state) (entity).

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

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

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

Date: \_\_\_\_\_

**GROUND LESSOR APPROVAL:  
TOWN OF MEDFIELD**

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

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

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO CONSENT TO ASSIGNMENT AGREEMENT]

**Exhibit A**  
**[to Consent to Assignment Agreement]**

**Option and Lease Agreement**

**EXHIBIT F**  
**FORM OF NOTICE**

*[Attached on Following Pages]*

**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

Sunspire Solar LLC  
Attn: Michelle Porter  
405 Atlantis Rd.  
Cape Canaveral, FL 32920

Space above this line for Recorder's Use

**NOTICE OF OPTION AGREEMENT**

Notice is hereby given of the Option and Lease Agreement (the "*Option*") dated of even date herewith.

LESSOR: Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

LESSEE: Sunspire Solar LLC, a Delaware Limited Liability Company having an address of \_\_\_\_\_, \_\_\_\_\_.

DESCRIPTION OF PREMISES: The Premises consists of approximately 53,000 square feet of roof space at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds Book 25170, Page 44.

OPTION COMMENCEMENT DATE: [add effective date]

TERM OF OPTION: 540 Days

NO FIXTURE: The System, as defined in the Option, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

MISCELLANEOUS: The Option provides for the exercise by Buyer of the option not later than \_\_\_\_\_, which deadline is subject to extension by Buyer to \_\_\_\_\_ on the terms set forth in the Option.

***[SIGNATURE PAGES FOLLOW]***



**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

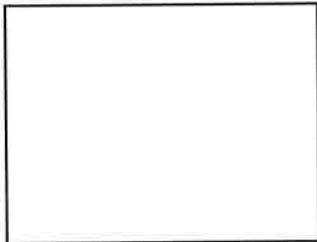
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

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[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

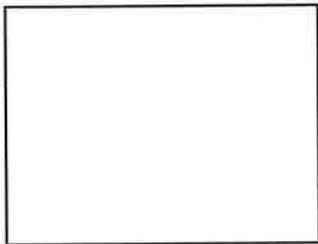
Name: Armand Janjigian \_\_\_\_\_

Title: Treasurer \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  _____ _____ _____ _____ _____	
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Space above this line for Recorder's Use

**NOTICE OF LEASE AGREEMENT**

Notice is hereby given of the Option and Lease Agreement (the "*Lease*") dated of even date herewith.

**LESSOR:** Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

**LESSEE:** Sunspire Solar LLC, a Delaware Limited Liability Company, having an address of \_\_\_\_\_, \_\_\_\_\_.

**DESCRIPTION OF LEASED PREMISES:** The Premises consists of approximately 53,000 square feet of roof space located at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds at Book 25170, Page 44.

**LEASE COMMENCEMENT DATE:** The date Lessee exercises the Option, on or before \_\_\_\_\_ [fill in effective date plus maximum option duration].

**INITIAL TERM OF LEASE:** 20 years beginning on the Lease Commencement Date.

**RIGHTS OF EXTENSION:** Lessee has two (2) options to extend the term of this Lease, for a period of five (5) years each, subject to the conditions set forth in the Lease.

**NO FIXTURE:** The System, as defined in the Lease, installed and operated by Lessee at the Leased Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

**MISCELLANEOUS:** The rent for the Leased Premises and all other terms and conditions are set forth in the Lease, and this Notice of Lease is executed

pursuant and subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by this reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein. This instrument is executed pursuant to the provisions of the Lease and is not intended to modify amend, or vary any of the terms and conditions of the Lease. In the event of any conflict or inconsistency between the Lease and this Notice of Lease, the Lease shall govern and control in all respects.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

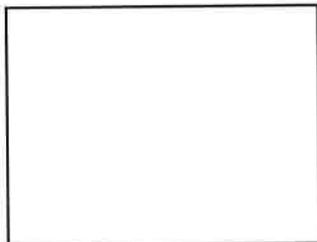
Name: John Porter \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**

Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

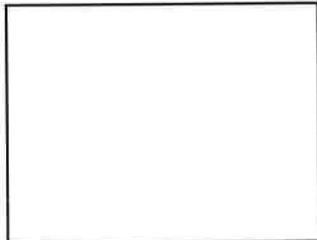
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Armand Janjigian \_\_\_\_\_

Title: Treasurer \_\_\_\_\_  
Duly Authorized

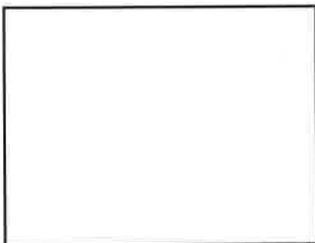
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

**EXHIBIT G**  
**Rent**

The Parties recognize that the amount of rent the System will generate is a function of which Solar Massachusetts Renewable Target (SMART) program block it qualifies for, accordingly the following table indicates annual rent for each SMART block.

[redacted]

**COVER SHEET**

**OPTION AND LEASE AGREEMENT**

Effective Date			
Lease Commencement Date <sup>1</sup>			
Lessor	Kingsbury Club Medfield, INC		
Lessee	Sunspire Solar LLC		
Property address	2 Ice House Road, Medfield, MA, 02052		
Premises	The Premises consists of approximately 44,000 square feet of parking lot space located at the Property controlled by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052. The Property is more particularly described in Exhibit A attached hereto.		
Option Term	540 Days		
Option Expiration			
Rent	Annual rent shall be determined in accordance with Section 4 and Exhibit G.		
Lease Term	Twenty (20) years subject to extension per Section 6.		
Expiration Date <sup>2</sup>			
Extension Exercise Notice Deadline <sup>3</sup>			
Addresses for Notices	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Lessee:</b>  Sunspire Solar LLC  PO Box 1673  Andover, MA 01810  Attn: John Porter </td> <td style="width: 50%; vertical-align: top;"> <b>Lessor:</b>  Kingsbury Club Medfield, INC  2 Ice House Road  Medfield, MA, 02052  Attn: Robert Janjigian </td> </tr> </table>	<b>Lessee:</b> Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	<b>Lessor:</b> Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian
<b>Lessee:</b> Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	<b>Lessor:</b> Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian		

<sup>1</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>2</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>3</sup> Parties agree to write in once Extension Exercise Notice is delivered.

## OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("**Lease**") is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a "**Party**" and together, the "**Parties**").

A. The approximately 44,000 square feet of canopy space above the parking lot space including access rights and Easements necessary to access the parking lot space ("**Premises**") located on the real property owned by the Town of Medfield and leased to Lessor under that Ground Lease dated September 1, 2007 and commonly known as 2 Ice House Road, Medfield, MA, 02052 ("**Property**"), are each more particularly described in the attached **Exhibit A**.

B. Lessee desires to obtain the exclusive right to occupy the Premises subject to the Concurrent Use as setforth herein and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. **Definitions**. Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

2. **Option to Lease the Premises**.

(a) **Grant of Option**. Lessor hereby grants to Lessee an option to Lease the Premises on the terms and conditions set forth in this Lease (the "**Option**").

(b) **Time and Manner of Exercise of the Option**. The Option shall be for an initial term of Five Hundred Forty (540) days after the Effective Date (as it may be extended, the "**Option Term**"). The Option Term may be extended by Lessee for an additional Five Hundred Forty (540) days upon notice to Lessor at any time prior to the end of the initial Option Term.

(c) **Grant of Access License**. Commencing on the Effective Date and throughout the Option Term, Lessor grants to Lessee and any Lessee Party, an irrevocable, exclusive license ("**License**") to enter upon the Property at any time and from time to time to conduct, at Lessee's expense, such tests, inspections, surveys and investigations ("**Tests**") as Lessee deems reasonably necessary or appropriate to evaluate the suitability of the Premises for the uses contemplated under this Lease provided said access does not materially interfere with Lessor's and/or Lessor's agents, invitees and guests use of the Property. During the Option Term, no Lessee Party shall place, or permit to be placed, or use, or permit to be used, any permanent improvements or structures on the Premises. If Lessee does not exercise the Option within the Option Term, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of such Tests, and shall have no other rights in and to the Premises or Property and shall return the Property and/or Premises to their former condition, reasonable wear and tear excepted. Lessee agrees to act expeditiously to complete the Tests and other due diligence during the Option Term.

(d) Lessor Cooperation. Lessor shall cooperate, at no additional cost to the Lessor, with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's sole cost and expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses and Permits or authorizations that relate to the Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises but it shall be the sole cost and expense of Lessee for any hook-up or tie-in to any utility services currently servicing the Property or otherwise. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall use reasonable efforts in obtaining such necessary easements from the Town of Medfield to the utility company, provided that such easement is in a commercially reasonable and recordable form, understanding that Lessor's title to the Property is a leasehold interest and not a fee simple interest therefore any and all easements, rights, restrictions, encumbrances, liens etc. shall require the Town of Medfield's approval of which Lessor agrees to reasonably pursue when requested by the Lessee.

3. **Exercise of Option; Leased Premises and Related Rights.**

(a) In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**"), accompanied by the first Rent payment, prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**"). Subject to receipt of the Exercise Notice and first Rent payment, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "**Easements**"). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessee shall require the Town of Medfield and Lessor's approval of the same. Only upon approval from the Town of Medfield and Lessor may the Lessee record said easement(s) in the office where real estate records are customarily filed in the jurisdiction of the Premises.

(b) Lessee shall have the right to install utilities on the Property, at Lessee's sole cost and expense, and at locations to be mutually agreed to by Lessee and Lessor to improve the present utilities on the Property (including, but not limited to, the installation of battery storage systems, transformers, switchgear and utility poles).

4. **Rents.** Lessee shall pay the Rent (in accordance with Exhibit G) to Lessor for rental of the Premises ("**Rent**") which shall be due annually beginning on the Lease Commencement Date and on every one (1) year anniversary thereof during the Lease Term. In the event this Lease is terminated by Lessee in accordance with this Lease prior to the Expiration Date, Lessor shall refund to Lessee the pre-paid but unearned annual Rent (pro-rated on a daily basis) within thirty (30) days after Lessee removes the System pursuant to the terms of Section 5. Lessor, its successors, assigns and/or designee, if any, shall submit to Lessee any documents reasonably required by Lessee in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

5. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended pursuant to the terms herein.

(b) If this Lease expires in accordance with Section 5(a) or is terminated by Lessee in accordance with the terms herein, Lessee shall complete the removal of the System and repair of any damage caused to the Premises by the installation or removal of the System on or before the Removal and Restoration Date leaving the Premises and/or Property in the same condition they were in prior to the installation of the System, reasonable wear and tear excepted. The removal and restoration shall be at Lessee's sole cost and expense. In connection with such removal and restoration, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with reasonable access to the Premises until the Removal and Restoration Date so long as Lessee and/or its Affiliates and subcontractors do not materially interfere with Lessor's use of the Property and/or Premises.

(c) Removal of System at Expiration/Termination. In the event Lessee fails to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor may provide notice to Lessee stating that Lessee has failed to remove the System (the "*Abandonment Notice*"). If Lessee fails to remove the System within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to cause the removal of the System by a qualified contractor and the restoration of the Premises in accordance with Section 5(b), said removal and restoration shall be at Lessee's sole cost and expense and in addition to any other rights and/or remedies provided to the Lessor herein or by operation of law.

6. Extension Option. Lessee may extend the Lease Term for two (2) additional and successive periods of five (5) years (each an "*Extension Option*"), at an annual rental rate equal to that during the initial Lease Term, beginning on the day following the expiration of the then-current Term (each an "*Extension Term*"), by giving notice (the "*Extension Exercise Notice*") to Lessor not less than one hundred eighty (180) days prior to the Expiration Date.

7. System Construction; Lessor Acknowledgment.

(a) Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be reasonably necessary provided the same does not enlarge the Premises or unreasonably interfere with Lessor's use of the Property. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvements reasonably necessary for the construction, operation, monitoring and maintenance of the system. Lessee acknowledges that Lessor is undertaking construction on the Property and may need access to the Premises for the same. This shall not constitute a violation of the terms of the Lease provided Lessor does not materially interfere with Lessee's rights and access to the Premises as set forth herein, including those of Section 12(d) below. The Parties acknowledge that the impact of construction is of particular concern to Lessee after the System is operational. At no time shall the System reduce the amount of available parking spaces below what may be required by local, municipal or state law to service the Property as it is currently used or may be expanded.

(b) The Parties acknowledge that the Lessee shall solely be responsible for and shall promptly repair any damage to the parking lot surface of the Premises that is caused by the installation, repair and/or maintenance of the Systems on the Premises. Any such repair work shall be performed promptly and at Lessee's sole cost and expense by a reputable subcontractor, selected by Lessee (and reasonably acceptable to Lessor via Lessor's prior written approval). Lessor shall not delay or interfere with such repair, rehabilitation and/or replacement work and Lessor shall cooperate with Lessee in the obtaining of all applicable Permits required

for any such repair work. Said repair and/or maintenance work shall not unreasonably interfere with Lessor's use of the Property.

(c) Except as provided in Section 7(b), the Parties agree and acknowledge that Lessor shall be responsible for the repair and maintenance of the parking lot areas of the Premises, at the sole cost and expense of Lessor. The Parties further agree and acknowledge that during the Term, Lessor shall be afforded up to an aggregate of sixty (60) days (the 'Aggregate Repair Time'), provided that no single such disruption is more than thirty (30) days (each an "Individual Repair Time"), during which the Lessor may repair or perform incidental maintenance on the parking lot and during which all or a portion of the Systems may be removed or rendered non-operational as may be required in order for Lessor to complete such repair or maintenance. In the event the System or a portion thereof must be removed to allow Lessor to complete such repair or maintenance, Lessor shall provide Lessee with written notice and Lessee shall remove the portion of the System within fifteen (15) business days of receipt of such notice. Lessor shall reimburse or pay Lessee for any work reasonably required by Lessee to disassemble or move any portion of the Systems for parking lot repairs and replacement work undertaken by Lessee during any such repair or maintenance of the parking lot. Lessor shall not be required to reimburse Lessee for any other lost revenue during the Aggregate Repair Time or Individual Repair Time, including any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period nor shall there be any rent abatement. In the event that the Lessor requires more aggregate time beyond the Aggregate Repair Time or more time beyond the Individual Repair Time in connection with any single repair or maintenance of the parking lot, Lessor shall be required to reimburse Lessee for any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period within thirty (30) days after Lessee provides to Lessor invoices and reasonable back-up data evidencing the lost revenue..

(d) Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System. Lessee shall maintain the System in good working order at its sole cost and expense. Lessor shall maintain the Property and Premises in good repair at its sole cost and expense. In the event of an emergency condition involving the System that poses an immediate threat of harm to individuals or the environment, Lessee shall take immediate action to cure the condition. If Lessee is unable to do so, Lessor shall be entitled to take actions reasonably necessary to remove the immediate threat of harm.

(e) Lessee represents that the installation of the System shall be done in increments so as to use best efforts to minimally disrupt the business of Lessor.

## 8. Access to Premises.

(a) Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the right to enter upon the Property to perform all effort and labor necessary to carry out Tests, design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises provided said access does not unreasonably interfere with Lessor's use of the Property. The Parties agree to the Temporary Construction Area designated on Exhibit B as space for the temporary 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 furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction laydown. Changes to the Temporary Construction Area may be reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property. All equipment and materials stored at the Premises or Property shall be insured, as is required herein, and stored at the sole risk of loss of the Lessee.

9. **Statutory and Regulatory Compliance.** Lessee, Lessee Parties, Lessor and the Lessor Parties shall, pursuant to the terms set forth herein, each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

10. **Lessee's Ownership of System and Output.** The System is personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises, which could reasonably be construed as attaching to the System as a fixture of the Property or Premises, Lessor shall use reasonable efforts to provide a disclaimer or release from such lien holder, any expense or cost thereof shall be borne by the Lessee. Lessor, consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the System as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property, provided the same has been approved in advance by both the Town of Medfield and Lessor's current lien holder. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the System and owner of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the System will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

11. **Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

12. **Representations, Warranties and Covenants of the Lessor**

(a) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has a lawful long-term leasehold interest in the Property, including the Premises, under that ground lease dated September 1, 2007 between Lessor and the Town of Medfield ("Ground Lease"), and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto and without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall secure all approvals necessary under the terms of the Ground Lease from the Town of Medfield

for this Agreement and the purposes included herein. If Lessor sells, leases, assigns, mortgages, pledges or otherwise encumbers the Property, Lessor shall provide notice thereof to Lessee within thirty (30) days, which notice shall identify the transferee, the area of the Property so transferred and the date of the transfer. Lessor agrees that this Lease and the Easements granted in this Lease shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System, or any work related to such System, and shall not gain any interest in the System by virtue of the Lessor's transfer.

(b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's gross negligence, willful misconduct or uncured breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) Non-Disturbance Agreements. Lessee shall prepare, at Lessee's sole cost and expense and Lessor shall obtain a non-disturbance agreement ("*NDA*") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Lease; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession of the Premises provided there is no uncured breach by Lessee under the terms herein.

(d) Insolation. Lessor acknowledges and agrees that access to sunlight ("*insolation*") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any material interference with insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that would create or cause shade on all or a part of the System, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of insolation at the Premises as they existed as of the Lease Commencement Date insofar as the same is within Lessor's reasonable control. Such measures may include, but not be limited to, obtaining a solar access easement. In the event any such obstruction occurs and is not removed within a reasonable amount of time given the nature of the obstruction, Lessee shall have the right to terminate this Lease without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 12(d), (ii) termination of the Lease might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 12(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the insolation to the Premises.

(e) Hazardous Substances. Lessor represents and warrants that to the best of Lessor's knowledge and belief, without independent investigation, there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor.

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(h) Liens. Lessor 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 on or with respect to the System or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the System and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's reasonable attorneys' fees and actual court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(i) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "*Security Interest*") in the System to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Property or Premises that could attach to the System as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease.

(j) Concurrent Use. Any concurrent use of the Premises by Lessor or any third parties during the Term shall not interfere with the Lessee's rights granted herein.

(k) Utilities. At Lessee's request, Lessor shall provide, at no additional cost to the Lessor, or cooperate with the provision of electric current and water to the perimeter of the Premises; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessee shall be solely responsible for the payment and expense of any hookup or extension of existing utilities. Lessor makes no representation as to the availability of said utilities to the Premises.

### 13. Representations, Warranties and Covenants of Lessee.

(a) Regulatory Status. Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of Commonwealth of Massachusetts.

(b) Concurrent Use. Notwithstanding the Section 12(j) above, or any other terms of the Lease, the Lessee shall not interfere with Lessor's use of and rights to the existing parking areas. The System shall be mounted on a canopy over the existing parking area and shall not subtract or detract from the existing parking for the Property. Lessee shall not materially interfere with Lessor's or Lessor's guests, agents or invitees' access to said parking areas and the Property.

(c) Liens. Except for the Financing Party's Security Interest in or ownership of Lessee's interest in this Lease, Lessee's personal property or the System, Lessee 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 on or with respect to the Premises and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises, to the extent that such encumbrance or interest arises from or is related to Lessee's performance or non-performance of its obligations hereunder. Lessee shall provide Lessor with notice if it receives notice of any such claims. Lessee further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Property and to indemnify, defend and hold harmless Lessor from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessor's reasonable attorneys' fees and actual court costs. Lessee waives any and all lien rights it may have, statutory or otherwise, concerning the Property or any portion thereof except for the System.

14. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property of which Lessor has actual knowledge. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

15. Maintenance. Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be reasonably necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System, subject to the Concurrent Use rights of Lessor in and to the parking areas servicing the Property.

16. Insurance.

(a) Generally. Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) Waiver of Subrogation. Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) System Loss. In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, the Lease will terminate

automatically effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee any prepaid but unearned rent and Lessee shall be remove any and all remaining above-ground level aspects of the System and restore the premises pursuant to the terms of the Removal and Restoration Date.

17. **Taxes.** Lessee shall pay any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority which are directly attributable to Lessee's occupancy and use of the Premises (or any portion or component thereof, including, but not limited to the System) and ownership of the System. Lessor shall pay, when due, all (i) real and personal property taxes relating to the Property which are not the responsibility of Lessee hereunder, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor or the owner of any interest therein, and (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, other than those attributable to Lessee, as specified herein. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Lease, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. In the event Lessee fails to pay any uncontested taxes or other fees and assessments for which it is responsible under this Lease, Lessor shall have the right, but not the obligation, to pay such owed amounts and bill the Lessee for the same, which shall be due ten (10) days thereafter. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide notice of the assessment to Lessee. Should Lessee determine, in its reasonable and good faith discretion, that they will challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, Lessee shall not be in default for the failure to timely pay said taxes or assessments provided Lessee is diligently pursuing said challenge or abatement, in their sole cost and expense. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 17, at no additional cost to the Lessor.

18. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a breach of any obligation of the indemnitor under this Lease, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any pre-existing violations of Applicable Laws by any party other than Lessee. This Section 18 shall survive the termination of this Lease.

19. **Casualty.** If no more than thirty-five percent (35%) of the Property, Building, Premises, and/or parking areas are destroyed from fire or any other cause (a "Partial Casualty") and such damage or destruction renders all or a portion of the Premises inaccessible, unusable or impractical as determined by Lessee in Lessee's sole and absolute discretion, Lessor shall promptly restore the Property, Building, Premises and/or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Rent shall be abated for the portion of the System which was rendered inoperable due to the Partial Casualty. Lessor shall not be required to

make any repairs or restorations that are prohibited by law and Lessor shall not be liable for any inconvenience or annoyance to Lessee or its visitors. Lessee shall be entitled to all proceeds of its insurance policies with respect to the System and Lessor shall promptly return to Lessee any prepaid but unearned rent.

19.1 If more than thirty five percent (35%) of the Property, Building, Premises and/or parking areas are destroyed from fire or any cause (a "Full Casualty"), such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Lessor shall, within sixty (60) days after the date of the casualty, commence its reconstruction and shall complete reconstruction no later than three hundred sixty five (365) days from the date of casualty.

(a) Lessor and Lessee shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Lessor's contractor's commercially reasonable estimate of time needed for reconstruction will exceed three hundred sixty five (365) days from the date of the Full Casualty. Lessor shall promptly return to Lessee any prepaid but unearned rent;

(b) Rent shall be fully abated during the period beginning on the date of the Full Casualty and ending on the date of completion of Lessor's restoration obligations as provided in this Section 19.1.

19.2. Notwithstanding any other provision of this Section 19 to the contrary, if any portion of the Property, Premises, Building, and/or parking areas are destroyed or damaged by a fire or other casualty during the last three (3) months of the Lease Term, Lessor and Lessee shall each have the option to terminate this Lease at the end of such year by giving written notice to the other party within thirty (30) business days of the date of the casualty of its intent to terminate at the end of such year.

19.3. If Lessor or Lessee elects to terminate under this Section 19 in connection with a casualty, Lessee shall pay Rent and all personal tangible property taxes apportioned up to the date of the casualty and Lessor shall return to Lessee any prepaid but unearned rent. After the effective date of the termination, Lessor and Lessee shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.** Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior consent of Lessor and the Town of Medfield, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent to assignment agreement with Lessee's Financing Party substantially in the form attached hereto as Exhibit E to facilitate financing of the System. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

22. **Defaults and Remedies.**

(a) **Default.** If a Party (the "***Defaulting Party***") fails to perform any non-monetary covenant or obligations hereunder or commits a material breach of this Lease (each an "***Event of Default***"), then it shall not

be in default hereunder unless it fails to cure such Event of Default within thirty (30) Business Days after receiving notice from the other Party (the "**Non-Defaulting Party**") regarding the failure to perform such covenant or obligation set forth in this Lease or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than thirty (30) Business Days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such thirty (30) Business Day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) **Bankruptcy.** It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

(c) **Remedies.** If the Event of Default is not cured within the cure period provided for in this Lease, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the Defaulting Party without penalty or further liability, all of which remedies shall be cumulative.

23. **Notices.** All Notices under this Lease shall be made in writing to the Addresses and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

27. **Choice of Law.** This Lease shall be construed in accordance with the laws of Commonwealth of Massachusetts, without regard to its conflict of law principles.

28. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

29. **Counterparts.** This Lease may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

30. **Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and

Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

31. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

32. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, within a reasonable time after the claim, dispute or other matter in question has arisen, pursue all available legal and/or equitable remedies.

33. **Force Majeure.** Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), 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 under this Section 33 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

34. **Attorney's Fees.** In the event there is a lawsuit, action, or proceeding between Lessee and Lessor, which arises from or concerns this Lease, whether that lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its reasonable attorneys' and expert or consultants' fees and court costs, in such lawsuit, action or proceeding.

35. **Notice of Lease.** Lessor agrees to cooperate with Lessee, or Lessee's assignee, in executing any documents necessary to protect Lessee's rights or Lessee's assignee's rights in or use of the Premises. A Notice of Option and a Notice of Lease in substantially the form attached hereto as Exhibit F may be recorded in place of this Lease by Lessee or by Lessee's assignee.

36. **No Brokers.** Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

37. **Interpretation.** This Lease shall not be construed against the Person or entity preparing it, but shall be construed as if all of the parties jointly prepared this Lease without any uncertainty or ambiguity being interpreted against any one of them.

38. **No Partnership.** This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties have executed this Lease on the day and year set forth on the *Effective Date*, set forth on the Cover Sheet.

**LESSOR:**

Kingsbury Club Medfield, INC

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**LESSEE:**

Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO OPTION AND LEASE AGREEMENT]

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY AND PREMISES**

**LEGAL DESCRIPTION OF PROPERTY**

For Lessor's title to the Property, reference is herein made to Deed to the Town of Medfield dated 09/14/1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, as affected by a Notice of Lease recorded on September 19, 2007 in the Norfolk County Registry of Deeds in Book 25170, Page 44.

**DESCRIPTION OF PREMISES**

The Premises consists of the areas located on the Property and indicated on the drawing below in Exhibit B.

Location <b>2 ICE HOUSE RD.</b>	Property Account Number	Parcel ID <b>56-045K</b> Old Parcel ID --
<b>Current Property Mailing Address</b>		
Owner <b>KINGSBURY CLUB JANIGIGAN ROBERT</b> Address <b>2 ICE HOUSE RD</b>		City <b>MEDFIELD</b> State <b>MA</b> Zip <b>02052</b> Zoning <b>IE</b>
<b>Current Property Sales Information</b>		
Sale Date <b>9/14/1995</b> Sale Price <b>700,000</b>		Legal Reference <b>11040-253</b> Grantor(Seller)
<b>Current Property Assessment</b>		
Year <b>2018</b>  Land Area <b>12.080 acres</b>		<u>Card 1 Value</u> Building Value <b>2,860,100</b> Xtra Features Value <b>241,000</b> Land Value <b>886,900</b> Total Value <b>3,788,000</b>
<b>Narrative Description</b>		
This property contains 12.080 acres of land mainly classified as TENNIS CT with a(n) TENNIS CLB style building, built about 2008 , having SANDWICH exterior and ABOVE AVG roof cover, with 1 unit(s), 0 total room(s), 0 total bedroom(s), 0 total bath(s), 0 total half bath(s), 0 total 3/4 bath(s).		
<b>Legal Description</b>		
<b>LOT 2A SALE INC 4 PARCELS /// NO PLAN /// LOT 1 PL 6 OF 2006 ICE HOUSE RD /// PL 11 OF 2006</b>		

**Property Images**



Lessor agrees that the Description of the Premises and Easements may be replaced with actual metes and bounds upon completion of System design and site survey and upon approval and consent of Lessor and the Town of Medfield.

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



**EXHIBIT C**  
**DEFINITIONS**

**“Affiliate”** means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

**“Applicable Law”** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

**“Bankruptcy Event”** means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

**“Business Day”** means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

**“Environmental Attributes and Incentives”** means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

**“Environmental Claims”** means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

**“Environmental Law”** means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct,

disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

**“Expiration Date”** has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Lease.

**“Financing Party”** means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Commencement Date and shall confirm any change in such contact information upon request of Lessor.

**“Force Majeure Event”** means, when used in connection with the performance of a Party’s obligations under this Lease, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

**“Governmental Approval”** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

**“Governmental Authority”** means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

**“Hazardous Substances”** means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

**“Lease Term”** means the term of years that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

**“Lessee Party”** or **“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

**“Lessor Parties”** means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

**“Local Electric Utility”** means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

**“Permits”** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the Independent System Operator, which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**“Removal and Restoration Date”** means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Lease, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises and restore the Premises to its original condition, normal wear and tear excepted.

**“System”** means the solar photovoltaic canopy System installed and operating at the Premises, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, together with all electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, support structures, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

## **EXHIBIT D INSURANCE**

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs:

Lessor: (i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence; (ii) casualty insurance for the Property with full replacement cost coverage and subject to customary deductibles. Such insurance policy (A) shall be procured on an "all-risk" basis including a contingent business interruption coverage provision, (B) shall name Lessee as an additional insured, (C) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other Persons except in the case of such Person's willful misconduct or personal injury claims, (D) shall provide that such insurance is primary insurance with respect to the interests of Lessor and that any property insurance procured by Lessee and any Financing Party is excess and not contributory, and (E) shall provide that such policy not be cancelled, materially changed or that the limits of liability not be reduced without the insurance company endeavoring to provide thirty (30) days' prior notice to Lessee and the Financing Party.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

**EXHIBIT E**  
**FORM OF CONSENT AND ASSIGNMENT**

*[Attached on Following Pages]*

## CONSENT TO ASSIGNMENT

This Consent to Assignment Agreement (the “**Agreement**”) is made effective as of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and among SUNSPIRE SOLAR LLC, a Delaware limited liability company (“**Assignor**”), \_\_\_\_\_, a Delaware limited liability company, (“**Assignee**”), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ (“\_\_\_\_\_” or “**Lessor**”), with reference to the following facts:

### RECITALS

- A. WHEREAS, Lessor is the owner of certain real property located at \_\_\_\_\_ and more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).
- B. WHEREAS, Assignor and Lessor are the parties to that certain Option and Lease Agreement, dated as of \_\_\_\_\_, 2019 which grants to Lessee the exclusive and irrevocable option (the “**Option**”) for a period of 540 days from \_\_\_\_\_, 2019 (such period referred to herein as the “**Initial Option Period**”), to lease the Premises on the terms and conditions set forth in that certain Site Lease attached hereto as **Exhibit A** (the “**Option and Lease Agreement**”) for the purpose of developing, designing, engineering, accessing, monitoring, installing, owning, maintaining and operating one or more rooftop solar photovoltaic systems, including all improvements thereto, (each, a “**System**” and collectively, the “**Systems**”) on those portions of the Property on which the Systems are installed (collectively, the “**Premises**”) for the purpose of generating on-site electrical energy output from the Systems (“**Solar Power**”) and selling the Solar Power and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created from the Solar Power (collectively the “**Project**”);
- C. WHEREAS, the parties to this Agreement acknowledge and agree that Assignor and Assignee entered into that certain Assignment and Assumption Agreement with an effective date of \_\_\_\_\_, 2019 in order to assign and transfer to Assignee all of Assignor’s rights, title and interest in and to the Option and Lease Agreement and the Project (the “**Assignment Agreement**”);
- D. WHEREAS, Lessor desires to consent to the assignment to Assignee, all of Assignor’s rights, title and interest in and to the Option and Lease Agreement as set forth in the Assignment Agreement; and
- E. WHEREAS, the parties to this Agreement wish to memorialize their agreement.

NOW, THEREFORE, in consideration of 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. Consent. The Lessor hereby consents to the assignment by Assignor to Assignee of all of Assignor’s rights, title and interest in and to the Option and Lease Agreement [and the Project, and any and all Project Documents necessary to or beneficial for the Project and the transactions contemplated thereby] (the “**Project Assignment**”), agrees that the Project Assignment shall not constitute any default under [the

Option and Lease Agreement] [any of the Project Documents], and waives any and all defaults under the Option and Lease Agreement [or any other Project Document] that may arise as a result of the Project Assignment; and all terms, covenants and conditions of the Option and Lease Agreement are hereby declared by Lessor and Assignor to be in full force and effect.

2. Third Party Consents. No other third party is required to consent to the Project Assignment.

3. Representation and Warranty. Each of Lessor and Assignor hereby severally and not jointly represents and warrants to Assignee that attached hereto and incorporated herein at Exhibit A to this Agreement is a true, correct and complete copy of the Option and Lease Agreement executed by Lessor and Assignor. Lessor hereby represents and warrants that as of the date hereof there are no defaults, breaches or other violations of the Option and Lease Agreement by Assignor and that Lessor has no claims against Assignor under the Option and Lease Agreement.

4. Assignee Consent. Effective upon the Effective Date of this Agreement, Assignee hereby consents to, and agrees to be bound by, the terms and conditions of the Option and Lease Agreement.

5. Further Representations and Warranties. Each party hereto represents and warrants to each other party hereto, that the following is true and correct on the date of this Agreement:

Such party has the power and authority to execute and deliver this Agreement and to perform, or cause to be performed, its obligations hereunder. The execution and delivery of this Agreement has been duly authorized by such party, and no other actions on the part of such party are necessary to authorize this Agreement and/or the transactions (including, without limitation, the consents) contemplated hereby. This Agreement has been duly executed and delivered by such party and constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms.

6. General Provisions.

(a) Governing Law; Severability. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement will remain in effect.

(b) Recitals Incorporated. The Recitals set forth above are hereby incorporated into and made a part of this Agreement by reference as if set forth in full.

(c) Further Action. Each party agrees to take such further actions and to execute and deliver such additional agreements and instruments as the other parties may reasonably require to consummate, evidence or confirm the agreements contained herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same instrument. This Agreement, when duly executed by a party, may be delivered to the other parties by electronic mail or facsimile transmission.

(e) Successors. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

(f) Titles and Headings. The article, section, and paragraph titles and headings in this Agreement are inserted as matters of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

(g) Amendment; Waiver. Neither this Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by an authorized signatory of each of the parties to this Agreement.

(h) Time of the Essence. Time is of the essence for every provision of this Agreement that specifies a time for performance.

(i) Costs; Attorney Fees. Each party shall bear all of its own costs and expenses incurred in connection with its entering into, and the performance of its obligations under, this Agreement and the related agreements and instruments entered into in connection herewith, provided however, that in the event of any disputes among the parties arising out of this Agreement the prevailing party shall be reimbursed by the other party or parties, as applicable, for all reasonable legal costs and expenses incurred due to such dispute.

(j) No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity will have or acquire any right by virtue of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**LESSOR:**  
KINGSBURY CLUB MEDFIELD, INC.  
A Massachusetts Corporation

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**ASSIGNOR:**  
SUNSPIRE SOLAR LLC,  
a Delaware limited liability company.

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

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

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

Date: \_\_\_\_\_

**ASSIGNEE:**  
\_\_\_\_\_,  
a (state) (entity).

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

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

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

Date: \_\_\_\_\_

**GROUND LESSOR APPROVAL:  
TOWN OF MEDFIELD**

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

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

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO CONSENT TO ASSIGNMENT AGREEMENT]

**Exhibit A  
[to Consent to Assignment Agreement]  
Option and Lease Agreement**

**EXHIBIT F**  
**FORM OF NOTICE**

*[Attached on Following Pages]*

**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

Sunspire Solar LLC  
Attn: Michelle Porter  
405 Atlantis Rd.  
Cape Canaveral, FL 32920

Space above this line for Recorder's Use

**NOTICE OF OPTION AGREEMENT**

Notice is hereby given of the Option and Lease Agreement (the "*Option*") dated of even date herewith.

LESSOR: Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

LESSEE: Sunspire Solar LLC, a Delaware Limited Liability Company having an address of \_\_\_\_\_.

DESCRIPTION OF PREMISES: The Premises consists of approximately 44,000 square feet of parking lot space located at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds at Book 25170, Page 44.

OPTION COMMENCEMENT DATE: [add effective date]

TERM OF OPTION: 540 Days

NO FIXTURE: The System, as defined in the Option, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

MISCELLANEOUS: The Option provides for the exercise by Buyer of the option not later than \_\_\_\_\_, which deadline is subject to extension by Buyer to \_\_\_\_\_ on the terms set forth in the Option.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Duly Authorized

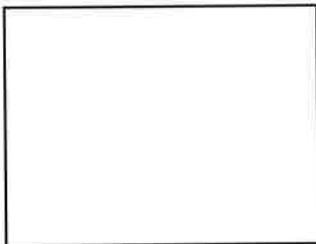
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

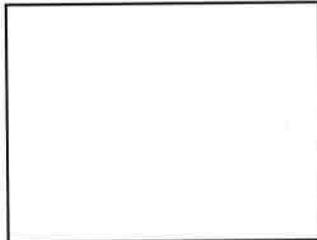
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Armand Janjigian

Title: Treasurer  
Duly Authorized

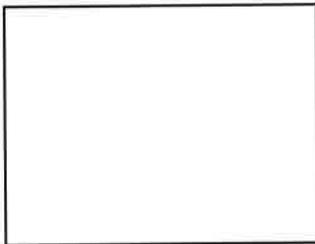
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  _____ _____ _____ _____ _____	
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Space above this line for Recorder's Use

### NOTICE OF LEASE AGREEMENT

Notice is hereby given of the Option and Lease Agreement (the "*Lease*") dated of even date herewith.

**LESSOR:** Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

**LESSEE:** Sunspire Solar LLC, a Delaware Limited Liability Company having an address of \_\_\_\_\_, \_\_\_\_\_.

**DESCRIPTION OF LEASED PREMISES:** The Premises consists of approximately 44,000 square feet of parking lot space located at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds at Book 25170, Page 44.

**LEASE COMMENCEMENT DATE:** The date Lessee exercises the Option, on or before \_\_\_\_\_ [fill in effective date plus maximum option duration.

**INITIAL TERM OF LEASE:** 20 years beginning on the Lease Commencement Date.

**RIGHTS OF EXTENSION:** Lessee has two (2) options to extend the term of this Lease, for a period of five (5) years each, subject to the conditions set forth in the Lease.

**NO FIXTURE:** The System, as defined in the Lease, installed and operated by Lessee at the Leased Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

**MISCELLANEOUS:**

The rent for the Leased Premises and all other terms and conditions are set forth in the Lease, and this Notice of Lease is executed pursuant and subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by this reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein. This instrument is executed pursuant to the provisions of the Lease and is not intended to modify amend, or vary any of the terms and conditions of the Lease. In the event of any conflict or inconsistency between the Lease and this Notice of Lease, the Lease shall govern and control in all respects.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

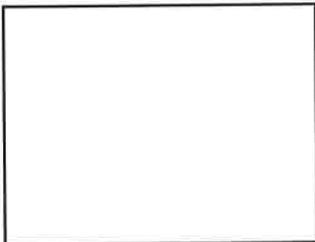
Title: Manager \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

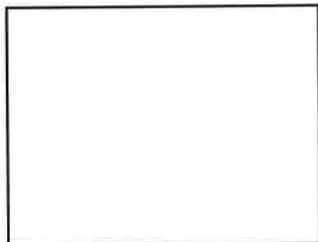
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

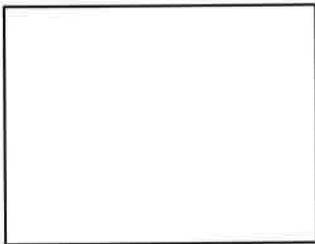
Name: Armand Janjigian

Title: Treasurer  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

**EXHIBIT G**  
**RENT**

The Parties recognize that the amount of rent the System will generate is a function of which Solar Massachusetts Renewable Target (SMART) program block it qualifies for, accordingly the following table indicates annual rent payment for each SMART block.

[redacted]

**COVER SHEET**

**OPTION AND LEASE AGREEMENT**

Effective Date			
Lease Commencement Date <sup>1</sup>			
Lessor	Kingsbury Club Medfield, INC		
Lessee	Sunspire Solar LLC		
Property address	2 Ice House Road, Medfield, MA, 02052		
Premises	The Premises consists of approximately 35,000 square feet of roof space located at the Property controlled by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052. The Property is more particularly described in Exhibit A attached hereto.		
Option Term	540 Days		
Option Expiration			
Rent	Annual rent shall be determined in accordance with Section 4 and Exhibit G.		
Lease Term	Twenty (20) years subject to extension per Section 6.		
Expiration Date <sup>2</sup>			
Extension Exercise Notice Deadline <sup>3</sup>			
Addresses for Notices	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Lessee:</b>                      Sunspire Solar LLC                      PO Box 1673                      Andover, MA 01810                      Attn: John Porter                 </td> <td style="width: 50%; vertical-align: top;"> <b>Lessor:</b>                      Kingsbury Club Medfield, INC                      2 Ice House Road                      Medfield, MA, 02052                      Attn: Robert Janjigian                 </td> </tr> </table>	<b>Lessee:</b> Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	<b>Lessor:</b> Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian
<b>Lessee:</b> Sunspire Solar LLC PO Box 1673 Andover, MA 01810 Attn: John Porter	<b>Lessor:</b> Kingsbury Club Medfield, INC 2 Ice House Road Medfield, MA, 02052 Attn: Robert Janjigian		

<sup>1</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>2</sup> Parties agree to write in once Exercise Notice is delivered.

<sup>3</sup> Parties agree to write in once Extension Exercise Notice is delivered.

## OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("**Lease**") is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a "**Party**" and together, the "**Parties**").

A. The approximately 35,000 square feet of roof space including access rights and Easements necessary to access the roof space ("**Premises**") located on the buildings owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052 ("**Property**") situated on land owned by the Town of Medfield and leased to Lessor under that Ground Lease dated September 1, 2007, all of which is more particularly described in the attached **Exhibit A**.

B. Lessee desires to obtain the exclusive right to occupy the Premises subject to the Concurrent Use as set forth herein and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.
2. **Option to Lease the Premises.**
  - (a) **Grant of Option.** Lessor hereby grants to Lessee an option to Lease the Premises on the terms and conditions set forth in this Lease (the "**Option**").
  - (b) **Time and Manner of Exercise of the Option.** The Option shall be for an initial term of Five Hundred Forty (540) days after the Effective Date (as it may be extended, the "**Option Term**"). The Option Term may be extended by Lessee for an additional Five Hundred Forty (540) days upon notice to Lessor at any time prior to the end of the initial Option Term.
  - (c) **Grant of Access License.** Commencing on the Effective Date and throughout the Option Term, Lessor grants to Lessee and any Lessee Party, an irrevocable, exclusive license ("**License**") to enter upon the Property at any time and from time to time to conduct, at Lessee's expense, such tests, inspections, surveys and investigations ("**Tests**") as Lessee deems reasonably necessary or appropriate to evaluate the suitability of the Premises for the uses contemplated under this Lease provided said access does not materially interfere with Lessor's and/or lessor's agents, invitees and guests use of the Property. During the Option Term, no Lessee Party shall place, or permit to be placed, or use, or permit to be used, any permanent improvements or structures on the Premises. If Lessee does not exercise the Option within the Option Term, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of such Tests, and shall have no other rights in and to the Premises or Property and shall return the Property and/or Premises to their former condition, reasonable wear and tear excepted. Lessee agrees to act expeditiously to complete the Tests and other due diligence during the Option Term.
  - (d) **Lessor Cooperation.** Lessor shall cooperate, at no additional cost to the Lessor, with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's sole cost and expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory

entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses and Permits or authorizations that relate to the Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises but it shall be the sole cost and expense of Lessee for any hook-up or tie-in to any utility services currently servicing the Property or otherwise. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall use reasonable efforts in obtaining such necessary easement(s) from the Town of Medfield to the utility company, provided that such easement is in a commercially reasonable and recordable form, understanding that Lessor's title to the Property is a leasehold interest and not a fee simple interest therefore any and all easements, rights, restrictions, encumbrances, liens etc. shall require the Town of Medfield's approval of which Lessor agrees to reasonably pursue when requested by the Lessee.

3. **Exercise of Option; Leased Premises and Related Rights.**

(a) In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**"), accompanied by the first Rent payment, prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**"). Subject to receipt of the Exercise Notice and first Rent payment, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "**Easements**"). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessee shall require the Town of Medfield and Lessor's approval of the same. Only upon approval from the Town of Medfield and Lessor may the Lessee record in the office where real estate records are customarily filed in the jurisdiction of the Premises.

(b) Lessee shall have the right to install utilities on the Property, at Lessee's sole cost and expense, and at locations to be mutually agreed to by Lessee and Lessor to improve the present utilities on the Property (including, but not limited to, the installation of battery storage systems, transformers, switchgear and utility poles).

4. **Rents.** Lessee shall pay the Rent (in accordance with Exhibit G) to Lessor for rental of the Premises ("**Rent**") which shall be due annually beginning on the Lease Commencement Date and on every one (1) year anniversary thereof during the Lease Term. In the event this Lease is terminated by Lessee in accordance with this Lease prior to the Expiration Date, Lessor shall refund to Lessee the pre-paid but unearned annual Rent (pro-rated on a daily basis) within thirty (30) days after Lessee removes the System pursuant to the terms of Section 5. Lessor, its successors, assigns and/or designee, if any, shall submit to Lessee any documents reasonably required by Lessee in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

5. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended pursuant to the terms herein.

(b) If this Lease expires in accordance with Section 5(a) or is terminated by Lessee in accordance with the terms herein, Lessee shall complete the removal of the System and repair of any damage caused to the Premises by the installation or removal of the System on or before the Removal and Restoration Date leaving the Premises and/or Property in the same condition they were in prior to the installation of the System, reasonable wear and tear excepted. The removal and restoration shall be at Lessee's sole cost and expense. In

connection with such removal and restoration, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with reasonable access to the Premises until the Removal and Restoration Date so long as Lessee and/or its Affiliates and subcontractors do not materially interfere with Lessor's use of the Property and/or Premises.

(c) **Removal of System at Expiration/Termination.** In the event Lessee fails to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor may provide notice to Lessee stating that Lessee has failed to remove the System (the "**Abandonment Notice**"). If Lessee fails to remove the System within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to cause the removal of the System by a qualified contractor and the restoration of the Premises in accordance with Section 5(b), said removal shall be at Lessee's sole cost and expense and in addition to any other rights and/or remedies provided to Lessor herein or by operation of law.

6. **Extension Option.** Lessee may extend the Lease Term for two (2) additional and successive periods of five (5) years (each an "**Extension Option**"), at an annual rental rate equal to that during the initial Lease Term, beginning on the day following the expiration of the then-current Term (each an "**Extension Term**"), by giving notice (the "**Extension Exercise Notice**") to Lessor not less than one hundred eighty (180) days prior to the Expiration Date.

7. **System Construction; Lessor Acknowledgment.**

(a) Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits and determine if structural improvements are required for the Premises to safely support the weight of the System. If structural improvements are necessary, the Parties agree to negotiate in good faith the scope of work and payment terms. If the Parties are unable to agree on the scope of work and payment terms within sixty (60) days after the determination that structural improvements are necessary, either Party may terminate this Lease, within fifteen (15) days of the end of the 60 day negotiation period, by providing written notice to the other Party. Throughout the Lease Term, Lessee shall have the right to clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be reasonably necessary provided the same does not enlarge the Premises or unreasonably interfere with Lessor's use of the Property. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvements reasonably necessary for the construction, operation, monitoring and maintenance of the system. Lessee acknowledges that Lessor is undertaking construction on the Property and may need access to the Premises for the same. This shall not constitute a violation of the terms of the Lease provided Lessor does not materially interfere with Lessee's rights and access to the Premises as set forth herein, including those of Section 12(d) below. The Parties acknowledge that the impact of construction is of particular concern to Lessee after the System is operational.

(b) The Parties acknowledge that the Lessee shall be solely responsible for and shall promptly repair any damage to the roof of the Premises that is caused by the installation, repair and/or maintenance of the Systems on the Premises. Any such repair work shall be performed promptly and at Lessee's sole cost and expense by a reputable subcontractor, selected by Lessee (and reasonably acceptable to Lessor via Lessor's prior written approval). Lessor shall not delay or interfere with such repair, rehabilitation and/or replacement work and Lessor shall cooperate with Lessee in the obtaining of all applicable Permits required for any such repair work. Subject to Lessee's prior receipt of any current roof warranty relating to the Premises, any and all installation and construction work performed on the Premises by Lessee with respect to the Systems shall be conducted in a manner that will comply with and preserve any current or future roof warranty relating to the Premises. Said repair and/or maintenance work shall not unreasonably interfere with Lessor's use of the Property.

(c) Except as provided in Section 7(b), the Parties agree and acknowledge that Lessor shall be responsible for the repair and maintenance of the roof of the Building, including that portion of the roof located within the Premises, at the sole cost and expense of Lessor. The Parties further agree and acknowledge that during the Term, Lessor shall be afforded up to an aggregate of sixty (60) days (the 'Aggregate Repair Time'), provided that no single such disruption is more than thirty (30) days (each an "Individual Repair Time"), during which the Lessor may repair or perform incidental maintenance on the roof of the Building and during which all or a portion of the Systems may be removed or rendered non-operational as may be required in order for Lessor to complete such roof repair or maintenance. In the event the System or a portion thereof must be removed to allow Lessor to complete such roof repair or maintenance, Lessor shall provide Lessee with written notice and Lessee shall remove the portion of the System within fifteen (15) business days of receipt of such notice. Lessor shall reimburse or pay Lessee for any work reasonably required by Lessee to disassemble or move any portion of the Systems for roof repairs and replacement work undertaken by Lessee during any such repair or maintenance of the roof of the Building. Lessor shall not be required to reimburse Lessee for any other lost revenue during the Aggregate Repair Time or Individual Repair Time, including any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period nor shall there be any rent abatement. In the event that the Lessor requires more aggregate time beyond the Aggregate Repair Time or more time beyond the Individual Repair Time in connection with any single repair or maintenance of the roof of the Building, Lessor shall be required to reimburse Lessee for any lost revenue associated with any reduced sales of energy or Environmental Attributes and Incentives during each such time period within thirty (30) days after Lessee provides to Lessor invoices and reasonable back-up data evidencing the lost revenue.

(d) Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System. Lessee shall maintain the System in good working order at its sole cost and expense. Lessor shall maintain the Property and Premises in good repair at its sole cost and expense. In the event of an emergency condition involving the System that poses an immediate threat of harm to individuals or the environment, Lessee shall take immediate action to cure the condition. If Lessee is unable to do so, Lessor shall be entitled to take actions reasonably necessary to remove the immediate threat of harm.

## 8. Access to Premises.

(a) Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the right to enter upon the Property to perform all effort and labor necessary to carry out Tests, design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises provided said access does not unreasonably interfere with Lessor's use of the Property. The Parties agree to the Temporary Construction Area designated in Exhibit B as space for the temporary 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 furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction laydown. Changes to the Temporary Construction Area may be reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property. All equipment and materials stored at the Premises or Property shall be insured, as is required herein, and stored at the sole risk of loss by the Lessee.

9. **Statutory and Regulatory Compliance.** Lessee, Lessee Parties, Lessor and the Lessor Parties shall, pursuant to the terms set forth herein, each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

10. **Lessee's Ownership of System and Output.** The System is personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises, which could reasonably be construed as attaching to the System as a fixture of the Property or Premises, Lessor shall use reasonable efforts to provide a disclaimer or release from such lien holder, any expense or cost thereof shall be borne by the Lessee. Lessor consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the System as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property, provided the same has been approved in advance by both the Town of Medfield and Lessor's current lien holder. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the System and owner of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the System will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

11. **Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

12. **Representations, Warranties and Covenants of the Lessor**

(a) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has a lawful long-term leasehold interest in the Property, including the Premises, under that ground lease dated September 1, 2007 between Lessor and the Town of Medfield ("Ground Lease"), and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto and without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall secure all approvals necessary under the terms of the Ground Lease from the Town of Medfield for this Agreement and the purposes included herein. If Lessor sells, leases, assigns, mortgages, pledges or otherwise encumbers the Property, Lessor shall provide notice thereof to Lessee within thirty (30) days, which notice shall identify the transferee, the area of the Property so transferred and the date of the transfer. Lessor agrees that this Lease and the Easements granted in this Lease shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted

to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System, or any work related to such System, and shall not gain any interest in the System by virtue of the Lessor's transfer.

(b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's gross negligence, willful misconduct or uncured breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) Non-Disturbance Agreements. Lessee shall prepare, at Lessee's sole cost and expense and Lessor shall obtain a non-disturbance agreement ("NDA") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Lease; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession of the Premises, provided there is no uncured breach by Lessee under the terms herein.

(d) Insolation. Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any material interference with insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that would create or cause shade on all or a part of the System, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of insolation at the Premises as they existed as of the Lease Commencement Date insofar as the same is within Lessor's reasonable control. Such measures may include, but not be limited to, obtaining a solar access easement. In the event any such obstruction occurs and is not removed within a reasonable amount of time given the nature of the obstruction, Lessee shall have the right to terminate this Lease without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 12(d), (ii) termination of the Lease might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 12(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the insolation to the Premises.

(e) Hazardous Substances. Lessor represents and warrants that to the best of Lessor's knowledge and belief, without independent investigation, there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor.

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii)

of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(h) Liens. Lessor 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 on or with respect to the System or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the System and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's reasonable attorneys' fees and actual court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(i) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in the System to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Property or Premises that could attach to the System as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease.

(j) Concurrent Use. Any concurrent use of the Premises by Lessor or any third parties during the Term shall not unreasonably interfere with Lessee's rights granted herein.

(k) Utilities. At Lessee's request, Lessor shall provide, at no additional cost to Lessor, or cooperate with the provision of electric current and water to the perimeter of the Premises; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessee shall be solely responsible for the payment and expense of any hookup or extension of existing utilities. Lessor makes no representation as to the availability of said utilities to the Premises.

13. Representations, Warranties and Covenants of Lessee.

(a) Regulatory Status. Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of the Commonwealth of Massachusetts.

(b) Liens. Except for the Financing Party's Security Interest in or ownership of Lessee's interest in this Lease, Lessee's personal property or the System, Lessee 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 on or with respect to the Premises and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises, to the extent that such encumbrance or interest arises from or is related to Lessee's performance or non-performance of its obligations hereunder. Lessee shall provide Lessor with notice if it receives notice of any such claims. Lessee further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Property and to indemnify, defend and hold harmless Lessor from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessor's reasonable attorneys' fees and

actual court costs. Lessee waives any and all lien rights it may have, statutory or otherwise, concerning the Property or any portion thereof except for the System.

14. **Hazardous Substances.** Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property of which Lessor has actual knowledge. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

15. **Maintenance.** Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be reasonably necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System and Premises.

16. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) **System Loss.** In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("***System Loss***"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, the Lease will terminate automatically effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee any prepaid but unearned rent and Lessee shall remove any and all remaining aspects of the System and restore the Premises pursuant to the terms of the Removal and Restoration Date.

17. **Taxes.** Lessee shall pay any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority which are directly attributable to Lessee's occupancy and use of the Premises (or any portion or component thereof, including, but not limited to the System) and ownership of the

System. Lessor shall pay, when due, all (i) real and personal property taxes relating to the Property which are not the responsibility of Lessee hereunder, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor or the owner of any interest therein, and (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, other than those attributable to Lessee, as specified herein. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Lease, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. In the event Lessee fails to pay any uncontested taxes or other fees and assessments for which it is responsible under this Lease, Lessor shall have the right, but not the obligation, to pay such owed amounts and bill the Lessee for the same, which shall be due ten (10) days thereafter. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide notice of the assessment to Lessee. Should Lessee determine, in its reasonable and good faith discretion, that they will challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, Lessee shall not be in default for the failure to timely pay said taxes or assessments provided Lessee is diligently pursuing said challenge or abatement, in their sole cost and expense. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 17, at no additional cost to the Lessor.

18. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a breach of any obligation of the indemnitor under this Lease, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any pre-existing violations of Applicable Laws by any party other than Lessee. This Section 18 shall survive the termination of this Lease.

19. **Casualty.** If no more than thirty-five percent (35%) of the Property, Building, Premises, and/or parking areas are destroyed from fire or any other cause (a "Partial Casualty") and such damage or destruction renders all or a portion of the Premises inaccessible, unusable or impractical as determined by Lessee in Lessee's sole and absolute discretion, Lessor shall promptly restore the Property, Building, Premises and/or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Rent shall be abated for the portion of the System which was rendered inoperable due to the Partial Casualty. Lessor shall not be required to make any repairs or restorations that are prohibited by law and Lessor shall not be liable for any inconvenience or annoyance to Lessee or its visitors. Lessee shall be entitled to all proceeds of its insurance policies with respect to the System and Lessor shall promptly return to Lessee any prepaid but unearned rent.

19.1 If more than thirty five percent (35%) of the Property, Building, Premises and/or parking areas are destroyed from fire or any cause (a "Full Casualty"), such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Lessor shall, within sixty (60) days after the date of the casualty, commence its reconstruction and shall complete reconstruction no later than three hundred sixty five (365) days from the date of casualty.

(a) Lessor and Lessee shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Lessor's contractor's commercially reasonable estimate of time needed for

reconstruction will exceed three hundred sixty five (365) days from the date of the Full Casualty. Lessor shall promptly return to Lessee any prepaid but unearned rent;

(b) Rent shall be fully abated during the period beginning on the date of the Full Casualty and ending on the date of completion of Lessor's restoration obligations as provided in this Section 19.1.

19.2. Notwithstanding any other provision of this Section 19 to the contrary, if any portion of the Property, Premises, Building, and/or parking areas are destroyed or damaged by a fire or other casualty during the last three (3) months of the Lease Term, Lessor and Lessee shall each have the option to terminate this Lease at the end of such year by giving written notice to the other party within thirty (30) business days of the date of the casualty of its intent to terminate at the end of such year.

19.3. If Lessor or Lessee elects to terminate under this Section 19 in connection with a casualty, Lessee shall pay Rent and all personal tangible property taxes apportioned up to the date of the casualty and Lessor shall return to Lessee any prepaid but unearned rent. After the effective date of the termination, Lessor and Lessee shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.** Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior consent of Lessor and the Town of Medfield, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent to assignment agreement with Lessee's Financing Party substantially in the form attached hereto as Exhibit E to facilitate financing of the System. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

22. **Defaults and Remedies.**

(a) **Default.** If a Party (the "***Defaulting Party***") fails to perform any non-monetary covenant or obligations hereunder or commits a material breach of this Lease (each an "***Event of Default***"), then it shall not be in default hereunder unless it fails to cure such Event of Default within thirty (30) Business Days after receiving notice from the other Party (the "***Non-Defaulting Party***") regarding the failure to perform such covenant or obligation set forth in this Lease or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "***Notice of Default***"); provided, however, that if the nature or extent of the obligation or obligations is such that more than thirty (30) Business Days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such thirty (30) Business Day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) **Bankruptcy.** It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

(c) **Remedies.** If the Event of Default is not cured within the cure period provided for in this Lease, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the Defaulting Party without penalty or further liability, all of which remedies shall be cumulative.

23. **Notices.** All Notices under this Lease shall be made in writing to the Addresses and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

27. **Choice of Law.** This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

28. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

29. **Counterparts.** This Lease may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

30. **Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

31. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

32. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, within a reasonable time after the claim, dispute or other matter in question has arisen, pursue all available legal and/or equitable remedies.

33. **Force Majeure.** Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), 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 under this Section 33 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

34. **Attorney's Fees.** In the event there is a lawsuit, action, or proceeding between Lessee and Lessor, which arises from or concerns this Lease, whether that lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its reasonable attorneys' and expert or consultants' fees and court costs, in such lawsuit, action or proceeding.

35. **Notice of Lease.** Lessor agrees to cooperate with Lessee, or Lessee's assignee, in executing any documents necessary to protect Lessee's rights or Lessee's assignee's rights in or use of the Premises. A Notice of Option and Notice of Lease in substantially the form attached hereto as Exhibit F may be recorded in place of this Lease by Lessee or by Lessee's assignee.

36. **No Brokers.** Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

37. **Interpretation.** This Lease shall not be construed against the Person or entity preparing it, but shall be construed as if all of the parties jointly prepared this Lease without any uncertainty or ambiguity being interpreted against any one of them.

39. **No Partnership.** This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties have executed this Lease on the day and year set forth on the *Effective Date*, set forth on the Cover Sheet.

**LESSOR:**

Kingsbury Club Medfield, INC

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**LESSEE:**

Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO OPTION AND LEASE AGREEMENT]

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY AND PREMISES**

For Lessor's title to the Property, reference is herein made to Deed to the Town of Medfield dated 09/14/1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, as affected by a Notice of Lease recorded on September 19, 2007 in the Norfolk County Registry of Deeds in Book 25170, Page 44.

**DESCRIPTION OF PREMISES**

The Premises consists of the areas located on the Property and indicated on the drawing below in Exhibit B.

Location 2 ICE HOUSE RD.	Property Account Number	Parcel ID 56-045K Old Parcel ID --
<b>Current Property Mailing Address</b>		
Owner KINGSBURY CLUB JANIGIGAN ROBERT Address 2 ICE HOUSE RD	City MEDFIELD State MA Zip 02052 Zoning IE	
<b>Current Property Sales Information</b>		
Sale Date 9/14/1995 Sale Price 700,000	Legal Reference 11040-253 Grantor(Seller)	
<b>Current Property Assessment</b>		
Year 2018  Land Area 12.080 acres	<b>Card 1 Value</b> Building Value 2,660,100 Xtra Features Value 241,000 Land Value 886,900 Total Value 3,788,000	
<b>Narrative Description</b>		
This property contains 12.080 acres of land mainly classified as TENNIS CT with a(n) TENNIS CLB style building, built about 2008 , having SANDWICH exterior and ABOVE AVG roof cover, with 1 unit(s), 0 total room(s), 0 total bedroom(s), 0 total bath(s), 0 total half bath(s), 0 total 3/4 bath(s).		
<b>Legal Description</b>		
LOT 2A SALE INC 4 PARCELS /// NO PLAN /// LOT 1 PL 6 OF 2006 ICE HOUSE RD /// PL 11 OF 2006		

**Property Images**



Lessor agrees that the Description of the Premises and Easements may be replaced with actual metes and bounds upon completion of System design and site survey and upon approval and consent of Lessor and the Town of Medfield.

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



**EXHIBIT C**  
**DEFINITIONS**

“***Affiliate***” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“***Applicable Law***” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“***Bankruptcy Event***” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“***Business Day***” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“***Environmental Attributes and Incentives***” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“***Environmental Claims***” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“***Environmental Law***” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct,

disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

**“Expiration Date”** has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Lease.

**“Financing Party”** means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Commencement Date and shall confirm any change in such contact information upon request of Lessor.

**“Force Majeure Event”** means, when used in connection with the performance of a Party’s obligations under this Lease, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

**“Governmental Approval”** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

**“Governmental Authority”** means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

**“Hazardous Substances”** means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

**“Lease Term”** means the term of years that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

**“Lessee Party”** or **“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

**“Lessor Parties”** means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

**“Local Electric Utility”** means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

**“Permits”** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the Independent System Operator, which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**“Removal and Restoration Date”** means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Lease, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises and restore the Premises to its original condition, normal wear and tear excepted.

**“System”** means the solar photovoltaic System installed and operating at the Premises, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, together with all electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

## **EXHIBIT D INSURANCE**

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs:

Lessor: (i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence; (ii) casualty insurance for the Property with full replacement cost coverage and subject to customary deductibles. Such insurance policy (A) shall be procured on an "all-risk" basis including a contingent business interruption coverage provision, (B) shall name Lessee as an additional insured, (C) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other Persons except in the case of such Person's willful misconduct or personal injury claims, (D) shall provide that such insurance is primary insurance with respect to the interests of Lessor and that any property insurance procured by Lessee and any Financing Party is excess and not contributory, and (E) shall provide that such policy not be cancelled, materially changed or that the limits of liability not be reduced without the insurance company endeavoring to provide thirty (30) days' prior notice to Lessee and the Financing Party.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

**EXHIBIT E**  
**FORM OF CONSENT AND ASSIGNMENT**

*[Attached on Following Pages]*

## CONSENT TO ASSIGNMENT

This Consent to Assignment Agreement (the “**Agreement**”) is made effective as of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and among SUNSPIRE SOLAR LLC, a Delaware limited liability company (“**Assignor**”), \_\_\_\_\_, a Delaware limited liability company, (“**Assignee**”), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ (“\_\_\_\_\_” or “**Lessor**”), with reference to the following facts:

### RECITALS

- A. WHEREAS, Lessor is the owner of certain real property located at \_\_\_\_\_ and more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).
- B. WHEREAS, Assignor and Lessor are the parties to that certain Option and Lease Agreement, dated as of \_\_\_\_\_, 2019 which grants to Lessee the exclusive and irrevocable option (the “**Option**”) for a period of 540 days from \_\_\_\_\_, 2019 (such period referred to herein as the “**Initial Option Period**”), to lease the Premises on the terms and conditions set forth in that certain Site Lease attached hereto as **Exhibit A** (the “**Option and Lease Agreement**”) for the purpose of developing, designing, engineering, accessing, monitoring, installing, owning, maintaining and operating one or more rooftop solar photovoltaic systems, including all improvements thereto, (each, a “**System**” and collectively, the “**Systems**”) on those portions of the Property on which the Systems are installed (collectively, the “**Premises**”) for the purpose of generating on-site electrical energy output from the Systems (“**Solar Power**”) and selling the Solar Power and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created from the Solar Power (collectively the “**Project**”);
- C. WHEREAS, the parties to this Agreement acknowledge and agree that Assignor and Assignee entered into that certain Assignment and Assumption Agreement with an effective date of \_\_\_\_\_, 2019 in order to assign and transfer to Assignee all of Assignor’s rights, title and interest in and to the Option and Lease Agreement and the Project (the “**Assignment Agreement**”);
- D. WHEREAS, Lessor desires to consent to the assignment to Assignee, all of Assignor’s rights, title and interest in and to the Option and Lease Agreement as set forth in the Assignment Agreement; and
- E. WHEREAS, the parties to this Agreement wish to memorialize their agreement.

NOW, THEREFORE, in consideration of 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. Consent. The Lessor hereby consents to the assignment by Assignor to Assignee of all of Assignor’s rights, title and interest in and to the Option and Lease Agreement (the “**Project Assignment**”), agrees that the Project Assignment shall not constitute any default under

the Option and Lease Agreement, and waives any and all defaults under the Option and Lease Agreement that may arise as a result of the Project Assignment; and all terms, covenants and conditions of the Option and Lease Agreement are hereby declared by Lessor and Assignor to be in full force and effect.

2. Third Party Consents. No other third party is required to consent to the Project Assignment.

3. Representation and Warranty. Each of Lessor and Assignor hereby severally and not jointly represents and warrants to Assignee that attached hereto and incorporated herein at Exhibit A to this Agreement is a true, correct and complete copy of the Option and Lease Agreement executed by Lessor and Assignor. Lessor hereby represents and warrants that as of the date hereof there are no defaults, breaches or other violations of the Option and Lease Agreement by Assignor and that Lessor has no claims against Assignor under the Option and Lease Agreement.

4. Assignee Consent. Effective upon the Effective Date of this Agreement, Assignee hereby consents to, and agrees to be bound by, the terms and conditions of the Option and Lease Agreement.

5. Further Representations and Warranties. Each party hereto represents and warrants to each other party hereto, that the following is true and correct on the date of this Agreement:

Such party has the power and authority to execute and deliver this Agreement and to perform, or cause to be performed, its obligations hereunder. The execution and delivery of this Agreement has been duly authorized by such party, and no other actions on the part of such party are necessary to authorize this Agreement and/or the transactions (including, without limitation, the consents) contemplated hereby. This Agreement has been duly executed and delivered by such party and constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms.

6. General Provisions.

(a) Governing Law; Severability. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement will remain in effect.

(b) Recitals Incorporated. The Recitals set forth above are hereby incorporated into and made a part of this Agreement by reference as if set forth in full.

(c) Further Action. Each party agrees to take such further actions and to execute and deliver such additional agreements and instruments as the other parties may reasonably require to consummate, evidence or confirm the agreements contained herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same instrument. This Agreement, when duly executed by a party, may be delivered to the other parties by electronic mail or facsimile transmission.

(e) Successors. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

(f) Titles and Headings. The article, section, and paragraph titles and headings in this Agreement are inserted as matters of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

(g) Amendment; Waiver. Neither this Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by an authorized signatory of each of the parties to this Agreement.

(h) Time of the Essence. Time is of the essence for every provision of this Agreement that specifies a time for performance.

(i) Costs; Attorney Fees. Each party shall bear all of its own costs and expenses incurred in connection with its entering into, and the performance of its obligations under, this Agreement and the related agreements and instruments entered into in connection herewith, provided however, that in the event of any disputes among the parties arising out of this Agreement the prevailing party shall be reimbursed by the other party or parties, as applicable, for all reasonable legal costs and expenses incurred due to such dispute.

(j) No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity will have or acquire any right by virtue of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**LESSOR:**  
KINGSBURY CLUB MEDFIELD, INC.  
A Massachusetts Corporation

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

Name: Robert Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: Armand Janjigian \_\_\_\_\_

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

Date: \_\_\_\_\_

**ASSIGNOR:**  
SUNSPIRE SOLAR LLC,  
a Delaware limited liability company.

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

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

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

Date: \_\_\_\_\_

**ASSIGNEE:**  
\_\_\_\_\_,  
a (state) (entity).

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

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

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

Date: \_\_\_\_\_

**GROUND LESSOR APPROVAL:  
TOWN OF MEDFIELD**

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

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

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

Date: \_\_\_\_\_

[SIGNATURE PAGE TO CONSENT TO ASSIGNMENT AGREEMENT]

**Exhibit A**  
**[to Consent to Assignment Agreement]**

**Option and Lease Agreement**

**EXHIBIT F**  
**FORM OF NOTICE**

*[Attached on Following Pages]*

**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

Sunspire Solar LLC  
Attn: Michelle Porter  
405 Atlantis Rd.  
Cape Canaveral, FL 32920

Space above this line for Recorder's Use

**NOTICE OF OPTION AGREEMENT**

Notice is hereby given of the Option and Lease Agreement (the "*Option*") dated of even date herewith.

LESSOR: Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

LESSEE: Sunspire Solar LLC, a Delaware Limited Liability Company having an address of \_\_\_\_\_, \_\_\_\_\_.

DESCRIPTION OF PREMISES: The Premises consists of approximately 35,000 square feet of roof space at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds Book 25170, Page 44.

OPTION COMMENCEMENT DATE: [add effective date]

TERM OF OPTION: 540 Days

NO FIXTURE: The System, as defined in the Option, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

MISCELLANEOUS: The Option provides for the exercise by Buyer of the option not later than \_\_\_\_\_, which deadline is subject to extension by Buyer to \_\_\_\_\_ on the terms set forth in the Option.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Duly Authorized

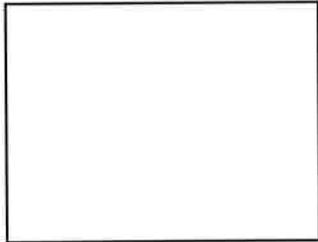
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**

Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President  
Duly Authorized \_\_\_\_\_

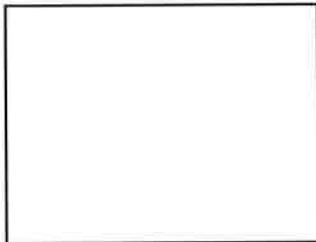
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

Name: Armand Janjigian \_\_\_\_\_

Title: Treasurer \_\_\_\_\_  
Duly Authorized

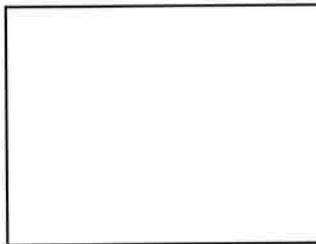
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  _____ _____ _____ _____ _____	
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Space above this line for Recorder's Use

### NOTICE OF LEASE AGREEMENT

Notice is hereby given of the Option and Lease Agreement (the "*Lease*") dated of even date herewith.

**LESSOR:** Kingsbury Club Medfield, INC., having an address of 2 Ice House Road, Medfield, MA, 02052.

**LESSEE:** Sunspire Solar LLC, a Delaware Limited Liability Company, having an address of \_\_\_\_\_, \_\_\_\_\_.

**DESCRIPTION OF LEASED PREMISES:** The Premises consists of approximately 35,000 square feet of roof space located at the Property owned by Lessor and commonly known as 2 Ice House Road, Medfield, MA, 02052.

For Lessor's title to the Property, reference is herein made to Deed dated September 14, 1995 and recorded at the Norfolk County Registry of Deeds at Book 11040, Page 253, Notice of Lease dated September 19, 2007 and recorded at the Norfolk County Registry of Deeds at Book 25170, Page 44.

**LEASE COMMENCEMENT DATE:** The date Lessee exercises the Option, on or before \_\_\_\_\_ [fill in effective date plus maximum option duration].

**INITIAL TERM OF LEASE:** 20 years beginning on the Lease Commencement Date.

**RIGHTS OF EXTENSION:** Lessee has two (2) options to extend the term of this Lease, for a period of five (5) years each, subject to the conditions set forth in the Lease.

**NO FIXTURE:** The System, as defined in the Lease, installed and operated by Lessee at the Leased Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

**MISCELLANEOUS:** The rent for the Leased Premises and all other terms and conditions are set forth in the Lease, and this Notice of Lease is executed

pursuant and subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by this reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein. This instrument is executed pursuant to the provisions of the Lease and is not intended to modify amend, or vary any of the terms and conditions of the Lease. In the event of any conflict or inconsistency between the Lease and this Notice of Lease, the Lease shall govern and control in all respects.

***[SIGNATURE PAGES FOLLOW]***

**LESSEE:**  
Sunspire Solar LLC

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

Name: John Porter \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Duly Authorized

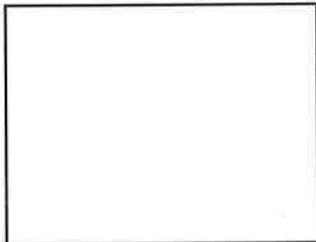
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared John Porter, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sunspire Solar LLC.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 1 OF 3]

**LESSOR:**

Kingsbury Club Medfield, INC.

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

Name: Robert Janjigian \_\_\_\_\_

Title: President \_\_\_\_\_  
Duly Authorized

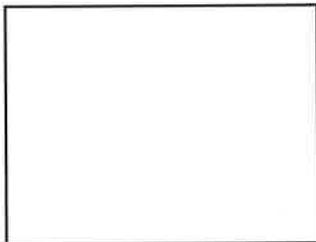
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 2 OF 3]

**LESSOR:**  
Kingsbury Club Medfield, INC.

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

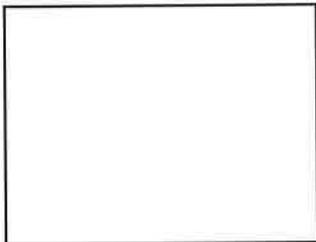
Name: Armand Janjigian

Title: Treasurer  
Duly Authorized

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (*name of document signer*), proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose [as \_\_\_\_\_ of \_\_\_\_\_].



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

[SIGNATURE & NOTARY PUBLIC PAGE 3 OF 3]

**EXHIBIT G**  
**Rent**

The Parties recognize that the amount of rent the System will generate is a function of which Solar Massachusetts Renewable Target (SMART) program block it qualifies for, accordingly the following table indicates annual rent for each SMART block.

[redacted]

## Exhibit 2

GROUND LEASE

LEASE AGREEMENT made this 1<sup>st</sup> day of September, 2007 by and between the Town of Medfield, a municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, Norfolk County, MA (hereinafter: "Town") acting by and through its Board of Selectmen (hereinafter: "Selectmen"), and the Kingsbury Club Medfield, Inc., a duly-organized Massachusetts corporation, with an address of 3.Allen Lane, Medfield, MA (hereinafter: "Kingsbury Club"):

WHEREAS, Town is the owner of a certain parcel of land located off West Mill Street, identified as Lot 045 on Map 56 on the Town's Assessors Maps, and shown on a plan of land entitled "Subdivision Plan of Land off West Mill Street in Medfield, MA" dated March 9, 2005 with revisions dated April 20, 2005 and August 18, 2005 filed at Norfolk Registry of Deeds in Plan Book 558 at Page 64.

WHEREAS, Kingsbury Club proposes to construct and operate, solely with private funds, a health and recreation facility on a portion of said land, and

WHEREAS, Town's voters at a town meeting have authorized Selectmen to enter into a ground lease with a private developer of a portion of said land for said purpose,

NOW, THEREFORE, Town of Medfield, acting by and through its Selectmen, leases to Kingsbury Club a portion of Town land located off West Mill Street and identified as Lot 045 on Map 56, said portion being shown as "Lot 1" on the above-referenced subdivision plan upon the following terms and conditions:

1. Premises: The leased premises consist of the portion of Town-owned land shown as "Lot 1" on the above-referenced subdivision plan, containing 12.8 acres more or less according to said plan, together with the right to use Ice House Road shown on said plan in common with others; Kingsbury Club shall construct and operate on Lot 1, at its sole expense, a for-profit health and recreation facility which may include: Tennis, fitness, pilates, aerobics, swimming pools, restaurant and bar, function rooms, entertainment, golf pods, gymnasium, basketball, physical therapy, physical rehabilitation, plastic surgery, pro shop, spa (massage, therapy, hairstyling, nails, pedicure, body treatments, etc.), chiropractic and sports medicine.
2. Kingsbury Club's Ability to Acquire Additional Land: In the event Town decides to dispose of any remaining portion of Town-owned land shown as Lot 3 on said plan to a private party, it shall so notify Kingsbury Club ninety days prior to the issuance of any RFP; Kingsbury Club shall have the same right as any third party to submit a proposal in response; Town's only obligation shall be to consider

Kingsbury Club's proposal according to the same criteria applied to all other proposals.

3. Town shall not conduct nor permit any third party to conduct any of the activities enumerated in paragraph 1 upon Town's remaining land shown as Lots 2 and 3 on said plan without obtaining Kingsbury Club's prior written approval.

4. Term: The term of this lease shall be fifty (50) years which shall commence on the first day of September 2007 and shall terminate on the twenty-first day of August 2057. Kingsbury Club shall have the option to renew this ground lease for ten (10), five (5) year periods, at the same rent as the final year of the initial term plus annual cost of living adjustment as provided in the case of the first option, and at the same rent as the final year of the previous extension plus annual cost of living adjustment in the case the second and subsequent options. Each option shall be exercised by delivering written notice thereof to Town no earlier than eighteen months and no later than twelve months prior to the expiration of the initial lease term or the current extension period, as the case may be.

5. Rent: The annual rent shall be set in accordance with the following schedule:

Year One	\$15,000.00
Year Two	\$25,000.00
Year Three	\$26,250.00
Year Four	\$38,500.00
Year Five	\$57,500.00

Year Six and Successive Years \$57,500.00, adjusted by the Greater Boston Consumer Price Index, as determined by the U.S. Department of Labor or such other agencies as may be designated by the United States Government to make such determinations. The Kingsbury Club will also be responsible for real estate and/or personal property taxes on the building(s) and/or contents. In addition, Kingsbury Club may, at its discretion, make its premises available to the Medfield School Department for practice and or league play for high school tennis and/or swim team(s) and such other recreational teams as may, from time to time, be agreed upon by Kingsbury Club and the Medfield School Department and/or its successors. Each year's rent shall be payable in advance in a single payment, the first year's payment on the commencement date provided in paragraph four and each subsequent year's on the anniversary date thereof.

6. Town's Obligations: Notwithstanding the provisions of paragraph four, Kingsbury Club's obligations hereunder are conditioned upon

Town's construction of a paved roadway in compliance with Medfield Planning Board's Subdivision Regulations, as modified by any waivers granted to Town for this project.

7. Conditions and Limitations on Tenant Financing: Town shall have the right to review and approve all terms and conditions sought to be imposed upon the Kingsbury Club in connection with any financing to the extent they relate to the property itself or any use thereof; without limiting the foregoing, Town shall not be required to subordinate its rights under this lease to any lender's rights and no lender or any third party claiming through a lender shall have any greater rights to use the property than Kingsbury Club possesses.
8. Municipal Permits Prior to Construction: Kingsbury Club shall obtain, at its own expense, all required municipal permits and approvals both for operation and construction of its facility and shall not commence construction until it has done so. Kingsbury Club shall also obtain Selectmen's prior approval of the architectural design for the exterior of the original facility and any expansion, together with approval of the plans for the site's lighting, driveways, parking and landscaping. The Kingsbury Club facility shall be constructed in strict accordance with the approved plans and specifications; expansion or modification either during initial construction or at any subsequent time shall be subject to approval of Selectmen, which approval shall not be unreasonably withheld.
9. Prior Municipal Determination of Financial Viability: Kingsbury Club shall not commence construction until it has demonstrated to Selectmen's satisfaction that Kingsbury Club has the necessary funds and financial resources to construct at its own expense and to operate at its own expense the Kingsbury Club facility.
10. Quality of Construction: Kingsbury Club shall construct its facility in a good and workmanlike manner with first-class materials, all work to be performed by properly licensed, qualified and/or experienced workers.
11. Qualifications and Prior Municipal Approval for Construction Personnel: Except as hereinafter provided, all excavation and site preparation, foundation, structural, framing, systems installation and other construction work shall be performed only by experienced contractors and trades people. All work shall be performed pursuant to written contracts which contain appropriate language, in the opinion of Town's attorney, to adequately protect Town's property interests and the public health, safety and welfare. Prior to commencement of construction, Kingsbury Club shall submit the names of all contractors and trades people it intends to employ or

engage to the Selectmen, together with such background information as Selectmen may request, and shall obtain Selectmen's written approval.

12. Diligent Prosecution of Construction: Kingsbury Club shall commence construction immediately upon its receipt of a building permit and shall prosecute the work continuously until completion; the construction of the Kingsbury Club facility shall be completed and an occupancy permit obtained no later than eighteen months following the issuance of the building permit.
13. Use of Premises: Kingsbury Club shall use the premises only as provided in paragraph one; no other use shall be permitted without prior written approval of Selectmen. Kingsbury Club shall not expand or modify the Kingsbury Club facility without Selectmen's prior written approval, which approval shall not unreasonably be withheld.
14. Tenant Maintenance Obligations: Kingsbury Club shall at all times maintain the Kingsbury Club in good repair and in compliance with all applicable federal, state and local statutes and regulations, both as to the facility itself and its operation.
15. Tenant's Obligations for Payment of Utilities and other Operating Expenses: Kingsbury Club shall be solely responsible for payment of all water and sewer hook-up and use charges, all electric, gas, telephone and other utility hook-up and use charges, and all heating and other expenses incurred in the construction and operation of the Kingsbury Club; Kingsbury Club shall not permit any unpaid charges to become a lien against the property.
16. Town's Ownership Rights in Building and Improvements in Event of Lease Expiration or Termination: Upon the expiration of or in the event of termination of this lease, the building and all improvements, excluding only unattached fixtures, shall become the absolute property of Town, free of all claims of Kingsbury Club or of any third parties.
17. Assignment, Subletting and Recording Not Permitted: The rights and obligations contained in this lease are personal to Kingsbury Club; it shall not assign or otherwise transfer them without Town's prior written approval, provided that, in event of Kingsbury Club's default either under this lease or in its obligation to any institutional lender which has provided either financing for construction of Kingsbury Club's facility or rollover permanent financing, Town agrees that said institutional lender may accede to Kingsbury Club's rights and obligations under this lease and continue to operate

Kingsbury Club's facility or that said institutional lender may transfer same, subject to Town's prior approval, to a third party with finances and experience satisfactory to Town to permit the continued operation of Kingsbury Club's facility for the uses specified in Paragraph 1 and upon the other terms and conditions contained in this lease. No subletting of the premises are permitted without Town's prior written approval. Kingsbury Club shall not record this lease at the Registry of Deeds nor permit others to do so. Any violation of any of the foregoing proscriptions shall result in the automatic termination of this lease.

18. **Insurance:** During construction, Kingsbury Club shall require its general contractor to maintain builder's risk insurance and public liability insurance with an aggregate limit of a least two-million dollars; both Kingsbury Club and Town shall be named as additional insureds on said policies. Kingsbury Club shall also require its general contractor and all other contractors and trades people to maintain workers compensation insurance as required by law. Kingsbury Club shall provide Selectmen with certificates for all required insurance prior to commencement of construction

Upon completion of its facility, Kingsbury Club shall maintain casualty insurance on the structure for the benefit of Town and itself, in an amount sufficient to reconstruct the premises. Kingsbury Club shall provide Town with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Kingsbury Club shall secure a provision in each policy of insurance requiring that at least ninety (90) days' written notice be given to Town by the Insurance carrier prior to cancellation of any policy. In the event Kingsbury Club fails to secure such insurance, Town may obtain the same and charge the premiums to Kingsbury Club as additional rent, which shall be due and payable on the first day of the month after which Town paid such premiums.

19. **Indemnification:** Kingsbury Club agrees to indemnify, hold harmless and defend Town from and against any and all liability, loss, damage or expense, including attorney's fees, arising from Kingsbury Club's operation of its facility, including but not limited to, injury or damage to Kingsbury Club's employees, contractors or other third parties or to their property excepting only that occasioned by direct conduct of Town or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Kingsbury Club's or Town's public liability insurance carrier and PROVIDED FURTHER THAT Town and Kingsbury Club shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

20. Tenant's Obligations Upon Termination of Lease: Kingsbury Club, at the termination of the lease term shall peaceably surrender the premises to Town and shall remove all personalty, but not fixtures, within thirty (30) days following said termination; Kingsbury Club shall otherwise preserve the building and improvements for Town's benefit.
21. Environmental: Kingsbury Club shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal and state regulations, except as required for the operation of the facility, and such use, storage, and disposal shall be in accordance with all applicable federal, state and local statutes, laws and regulations.
22. Tenant Covenants: Kingsbury Club covenants with Town as follows:
- a. Kingsbury Club shall make all rental payments when due.
  - b. Kingsbury Club shall construct and operate its facility in full compliance with the provisions of this lease.
  - c. Kingsbury Club shall peaceably surrender the premises and remove all of its personalty at the end of the lease term.
  - d. Kingsbury Club shall continuously maintain and operate its facility in strict compliance with the provisions of this lease.
  - e. Kingsbury Club shall maintain casualty and public liability insurance at all times.
  - f. Kingsbury Club shall not cause or permit pollution or contamination of the site.
23. Kingsbury Club's Default and Town Remedies: This lease is made on condition that if Kingsbury Club should neglect or fail to pay the rent due hereunder within thirty (30) days after receipt by Kingsbury Club of notice from Town of such nonpayment, or if Kingsbury Club shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Kingsbury Club's part to be performed or observed for a period of thirty (30) days after receipt by Kingsbury Club of notice of such neglect or failure, or if Kingsbury Club shall be dissolved or become inactive or lose its status as a business corporation, or if any assignment shall be made of Kingsbury Club's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of Kingsbury Club's property by a court of competent jurisdiction, or if a

petition is filed by Kingsbury Club under any bankruptcy laws for relief or composition of its debts, or if Kingsbury Club is declared bankrupt then, and in any of said cases, subject to the rights of Kingsbury Club's institutional lender, if any, specified in paragraph 17, the Town lawfully may immediately or at any time thereafter and without demand or notice enter upon the premises or any part thereof in the name of the Town and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as Town's former estate and expel the tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding for breach of covenants, and upon such entry, may terminate this lease; and Kingsbury Club covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this lease become due if this lease had not been terminated or if Town had not entered or reentered as aforesaid, and Kingsbury Club covenants to pay and be liable for all losses and damages suffered by reason of such termination including, but not limited to, the costs of legal counsel retained by Town and all expenses of Town for enforcement hereunder. In addition to all other legal and equitable remedies, Town shall have the right to remove equipment/structures at tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Town.

24. Notices: Any notices required hereunder shall be in writing and served by in-hand delivery or certified mail, return-receipt requested, in the case of Town, to:

Town of Medfield  
Town House  
459 Main Street  
Medfield, MA 02052  
Attn: Town Administrator

with simultaneous copy to  
Medfield Town Counsel:

Mark G. Cerel, Esq.  
Law Office of Mark Gordon Cerel  
P.O. Box 9  
Medfield, MA 02052

and in the case of  
Kingsbury Club to:

Kingsbury Club Medfield, Inc.  
3 Allen Lane  
Medfield, MA 02052  
Attn: Robert A. Janjigian

with simultaneous copy to  
its attorney:

Joseph C. Freeman, Esq.  
7 Wells Avenue, Suite #13  
Newton, MA 02459

25. Applicable Law and Venue: This lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Norfolk County or District Court Department, Dedham Division.
26. Miscellaneous: This lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this lease shall only be effective if in writing and signed by the duly-authorized representatives of both Town and Kingsbury Club. This lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the lease and shall have no legal effect.
27. Notwithstanding anything in this Lease to the contrary, the Town and Kingsbury Club hereby agree as follows:
- a. A notice of lease shall be duly executed, acknowledged and delivered by the parties hereto simultaneously with the execution and delivery of this lease, and said notice of lease shall be recorded with the Norfolk County Registry of Deeds promptly hereafter.
  - b. The Town hereby consents to Kingsbury Club's right to encumber the leasehold estate created by this lease pursuant to one or more leasehold mortgages or collateral assignments of lease in favor of TD Banknorth, N.A. and New England Certified Development Corporation, acting on behalf of the U.S. Small Business Administration, and their respective successors and assigns (collectively, the "Lender").
  - c. The lease shall not be modified or cancelled by the parties hereto without the prior written approval of the Lender.
  - d. Kingsbury Club may assign to the Lender any and all rights that Kingsbury Club now or hereafter has in and to any hazard insurance proceeds resulting from damage to the improvements, fixtures and personal property on the leased premises.

e. The Town agrees that Kingsbury Club may assign to the Lender any and all rights that Kingsbury Club now or hereafter has in and to any proceeds that arise out of a condemnation or eminent domain proceeding applicable to the leasehold estate created by this lease and the improvements thereon, but in no event shall Kingsbury Club or the Lender have any right under this lease to any condemnation proceeds in and to the fee simple interest in the premises now owned by the Town.

f. The Town agrees to enter into separate agreements with the Lender pursuant to which the Town shall agree, in the event of any default under the terms of the lease, as follows:

i. To give the Lender written notice of said default simultaneous with the giving of such notice to Kingsbury Club.

ii. To give the Lender the right, without the obligation, to cure any such default within ninety (90) calendar days after the Lender's actual receipt of said notice of default; provided, however, that if such default is not capable of being cured with due diligence within said period of ninety (90) calendar days (it being expressly agreed that monetary defaults are capable of being cured within said period) and the Lender commences to cure such default promptly, such period of ninety (90) calendar days shall be extended to such longer period of time reasonably necessary to cure such default with all due diligence, the additional amount of time to be subject to the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned.

iii. To not terminate this lease during the Lender's cure period.

g. The Town agrees to enter into separate agreements with the Lender pursuant to which the Town shall agree, in the event of any default under the terms of the Lender's loan and security agreements with Kingsbury Club, including, without limitation, any leasehold mortgage or collateral assignment of the lease (collectively, the "Loan Documents"), as follows:

i. To not terminate the lease as a result of any such default or the Lender's exercise of any of its rights and remedies under the Loan Documents.

ii. To consent to the Lender's exercise of any rights and remedies in and to the collateral under the Loan Documents, including, without limitation, one or more foreclosure sales and secured party sales. In connection with the foregoing, the Town

shall consent to the Lender's entry upon the leasehold estate to take possession of its collateral, prepare the same for sale, either upon the premises or elsewhere, and to dispose of and remove its collateral from the premises.

iii. In the event the Lender is the successful bidder at foreclosure for the leasehold estate and improvements or otherwise acquires the same pursuant to any conveyance or assignment in lieu of foreclosure, to consent to the Lender or any wholly-owned nominee of the Lender acquisition of title to the leasehold estate sold or assigned thereby and thereafter to assume the rights and obligations of Kingsbury Club under this lease. In connection with the foregoing, the Town shall consent to the Lender employing an agent to act on its behalf to manage and operate the health and recreation facility on a temporary basis in order to preserve and protect the value of the Lender's interest in said facility while the Lender seeks a permanent buyer for the facility.

iv. To subordinate to the Lender any lien or security interest now or hereafter held by the Town in and to the collateral under the Loan Documents; provided, however, that the Town shall not be obligated to subordinate its title in the fee estate to any leasehold mortgage.

h. The Lender shall need the consent of the Town in the following instances, which consent shall not be unreasonably withheld, delayed or conditioned:

i. To close on the sale the leasehold estate and improvements to any third party that was the successful bidder at a foreclosure sale of the leasehold estate.

ii. To employ an agent to act on its behalf to manage and operate the facility on the Lender's behalf on a permanent basis.

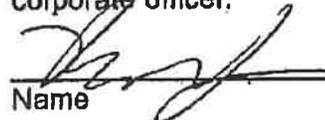
iii. To sell or assign the leasehold estate to a third party subsequent to the Lender's acquisition of title to the same.

**IN WITNESS WHEREOF**, Town and Kingsbury Club have caused this lease to be executed in multiple counterparts by their duly-authorized representatives on the above-written date.

Town of Medfield, by its Board of Selectmen:

Kingsbury Club Medfield, Inc. Tenant, by its duly-authorized corporate officer:

  
Paul B. Rhuda, Chairman

 President  
Name Position

Osler L. Peterson, Clerk

  
Ann B. Thompson, Member

## AGREEMENT REGARDING GROUND LEASE

This Agreement Regarding Ground Lease (hereinafter the "Agreement") is made as of this \_\_\_ day of September, 2017 by Kingsbury Club Medfield, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, having its principal place of business at 2 Icehouse Road, Medfield, MA 02052 (the "Tenant"), and The Town of Medfield, a body corporate and politic, acting by and through its Board of Selectmen (the "Landlord"), in favor of Eastern Bank, having an address having an address of 265 Franklin Street, Boston, MA 02110 (the "Lender"), and is consented to by certain mortgagees of the Tenant.

### RECITALS

WHEREAS, the Landlord, as landlord, and the Tenant, as tenant, are parties to that certain Ground Lease dated September 1, 2007 between the Town, as lessor, and Kingsbury, as lessee (as amended, the "Ground Lease"), pursuant to which the Landlord leases to the Tenant that certain parcel of land located off West Mill Street, identified as Lot 045 on Map 56 on the Town's Assessors Maps, and shown on a plan of land entitled "Subdivision Plan of Land off West Mill Street in Medfield, MA" dated March 9, 2005 with revisions dated April 20, 2005 and August 18, 2005 filed at Norfolk Registry of Deeds in Plan Book 558, Page 64, together with certain buildings thereon, as described more particularly therein (the "Leased Premises");

WHEREAS, Lender is providing financing to Tenant in the amount of (a) \$3,800,000.00 to refinance existing debt on the Leased Premises, (b) \$5,000,000.00 for the construction of certain improvements on the Leased Premises, and (c) \$650,000.00 for working capital and general corporate purposes (collectively, the "Loans") to be secured by the Leased Premises;

WHEREAS, pursuant to the Ground Lease, the Landlord has agreed to enter into certain agreements with the Lender; and

WHEREAS, the Landlord, Tenant and Lender desire to enter into this Agreement to confirm certain agreements by the Town contained in the Ground Lease.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Landlord represents and warrants that: (a) to the best of its knowledge and belief, as of the date of this Agreement, the Ground Lease is in full force and effect, has not been modified and no default or grounds for termination thereof exists; (b) a true and correct copy of the Ground Lease is attached hereto as Exhibit A; (c) Landlord is the sole and exclusive owner of the fee interest in the Leased Premises and there is no mortgage, lien or other encumbrance on

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Landlord's fee interest in the Leased Premises; and (d) to the best of Landlord's knowledge, Landlord's interest in the Leased Premises is free and clear of all unrecorded liens and encumbrances, unrecorded contractual rights or claims, unrecorded previous transfers or conveyances, and unrecorded agreements to transfer or convey, except the Ground Lease.

2. Tenant represents and warrants that: (a) to the best of its knowledge and belief, as of the date of this Agreement, the Ground Lease is in full force and effect, has not been modified and no default or grounds for termination thereof exists; (b) a true and correct copy of the Ground Lease is attached hereto as Exhibit A; (c) Tenant is the sole and exclusive owner of the leasehold interest in the Leased Premises, subject only to the leasehold mortgage liens of certain mortgagees that have acknowledged and consented to this Agreement; and (d) to the best of Tenant's knowledge, Tenant's interest in the Leased Premises is free and clear of all unrecorded liens and encumbrances, unrecorded contractual rights or claims, unrecorded previous transfers or conveyances, and unrecorded agreements to transfer or convey, except the Sublease.

3. Each of Landlord and Tenant hereby agree as follows:

- a. Pursuant to Paragraph 17 of the Ground Lease, the Landlord reaffirms the Tenant's rights to assign its rights under the Ground Lease to Lender under the terms and conditions stated in said Paragraph 17, and the Tenant does hereby assign its rights under the Ground Lease to Lender, together with the right of the Lender to sublease, pursuant to and under the terms stated in said Paragraph 17.
- b. Pursuant to Paragraph 27.b of the Ground Lease, the Landlord reaffirms the Tenant's right to encumber the Ground Lease by virtue of a Leasehold Mortgage and Security Agreement granted by the Tenant to the Lender.
- c. Pursuant to Paragraph 27.c of the Ground Lease, the Landlord and the Tenant reaffirm that the Ground lease shall not be cancelled or modified without the prior written consent of the Lender.
- d. Pursuant to Paragraph 27.d of the Ground Lease, the Landlord acknowledges that the Tenant is assigning its rights to hazard insurance proceeds resulting from damage to improvements located on the premises subject to the Ground Lease.
- e. Pursuant to Paragraph 27.e of the Ground Lease, the Landlord acknowledges that the Tenant is assigning its rights to any condemnation proceeds.
- f. Pursuant to Paragraph 27.f.i of the Ground Lease, the Landlord shall give Lender written notice of any default by the Tenant under the Ground Lease at the same time as giving of notice to the Tenant, at the following address:

Eastern Bank

*Client Files/42440/0003/02509959.DOCX, 3*

265 Franklin Street  
Boston, MA 02110  
Attn: Boris Nusinov

With a copy to:

Hackett Feinberg PC  
155 Federal Street, 9<sup>th</sup> Floor  
Boston, MA 02110  
Attn: Brian Plunkett, Esq.

- g. Pursuant to Paragraph 27.f.ii of the Ground Lease, and as more fully described therein, the Landlord shall give Lender the right to cure any default under the Ground Lease within ninety (90) days after the Lender's actual receipt of said notice of default, together with such extended time to cure such default pursuant to the terms and conditions of said Paragraph 27.f.ii of the Ground Lease.
- h. Pursuant to Paragraph 27.f.iii of the Ground Lease, the Landlord shall not terminate the Ground Lease during the Lender's cure period referenced in Letter (g), above.
- i. Pursuant to Paragraph 27.g.i of the Ground Lease, the Landlord shall not terminate the Ground Lease as a result of any default under the Loan Documents or the Lender's exercise of its rights and remedies under the Loan Documents.
- j. Pursuant to Paragraph 27.g.ii of the Ground Lease, the Landlord shall consent to the Lender's exercise of any of its rights and remedies in and to the collateral referenced in the Loan Documents, including, without limitation, one or more foreclosure sales and secured party sales. In connection with the foregoing, the Landlord shall consent to the Lender's entry upon the leasehold estate to take possession of its collateral, prepare the same for sale, either upon the premises or elsewhere, and to dispose of and remove its collateral from the premises.
- k. Pursuant to Paragraph 27.g.iii of the Ground Lease, the Landlord and the Tenant affirm the Lender's right to acquire the Ground Lease at foreclosure sale or by assignment, subject to the Town's consent, as more fully described in said Paragraph 27.g.iii (along with the right to exercise any options by Lender).
- l. Upon an assignment or sale of the Ground Lease interest by the Lender to an unrelated third-party purchaser as provided, the Lender shall have no liability

under the Ground Lease for obligations arising after said assignment and/or sale.

- m. If the Lender acquires the Ground Lease interest or the Lender sells, conveys, subleases or assigns the Ground Lease interest to an unrelated third-party purchaser, the Lender or such third party shall comply with all of the terms and provisions of the Ground Lease from and after the date of such acquisition or sale.
- n. Pursuant to Paragraph 27.g.iv of the Ground Lease, the Landlord shall subordinate to the Lender any lien or security interest now or hereafter held by the Landlord in and to the collateral under the Loan Documents, subject to the conditions set forth in said Paragraph 27.g.iv.

4. Landlord and Tenant agree not to amend or modify the Ground Lease in any way that impairs the Lender's rights under the Note, the Mortgage or its lien on the Leased Premises, without the prior written consent of the Lender. In all other respects, the Ground Lease may be modified and amended without the Lender's prior written consent and each of Landlord and Tenant agrees to provide the Lender with copies of any such modifications and amendments.

5. Neither bankruptcy, insolvency, nor the appointment of a receiver or trustee of the Tenant shall be a condition of default under, or otherwise affect, the Ground Lease so long as the obligations of the Tenant, as set forth in the Ground Lease, are being performed by the Tenant, or are being performed by the Lender, or the successors in interest of either of them including all of Tenant's financial obligations to the Town, as set forth in the Ground Lease, are being fully satisfied on a timely basis.

6. In the event of a termination of the Ground Lease pursuant to proceedings under the U.S. Bankruptcy Code to reject the Ground Lease, the Lender, within sixty (60) days from its receipt of such notice of termination, shall have the option to obtain a new lease (a "New Lease") for the Leased Premises by providing to Landlord Notice of its desire to exercise such option. Upon receipt of such Notice, Landlord shall enter into a New Lease for the Leased Premises with the Lender or successor or assign of the Lender which shall:

(a) Commence as of the date of the termination of the Ground Lease, and shall be effective for the remainder of the term of the Ground Lease, and contain all of the terms and conditions that were set forth in the Ground Lease and only those terms and conditions contained in said Ground Lease, including, but not limited to, those pertaining to rental payments, options to renew the term of the Ground Lease, use of the Leased Premises, and the Landlord's consent rights enumerated in Paragraph 27(h) of the Ground Lease; and

(b) Allow for the financing of the new tenant's Ground Lease interest upon similar terms and conditions as contained herein.

Upon the execution and delivery of the New Lease by all parties thereto, Landlord shall authorize the tenant under the New Lease, at its sole cost and expense, to take all commercially reasonable actions necessary to evict the Tenant or any other unauthorized party from the Leased Premises. Landlord shall have no obligation to take any such action. Landlord shall execute and deliver any and all documentation and powers of attorney that may be requested by the tenant under the New Lease in order for such tenant to take any and all actions that may be required to evict any unauthorized party from the Leased Premises. For the avoidance of doubt, any New Lease shall be given by Landlord on an "As-Is, Where-Is" basis without any representations or warranties of any kind or nature whatsoever by the Landlord as to the premises demised under the New Lease, including, without limitation, condition, title, compliance with laws and/or parties in possession of the demised premises.

7. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

8. To the extent that this document gives rights to the Lender, such rights shall accrue only to the benefit of the Lender and its successors and assigns and only for so long as the Note, the Mortgage and the other Loan Documents remain valid and in existence.

9. The terms of this Agreement are severable. If any of the terms and conditions hereof shall, for any reason, be deemed void, voidable, or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect as though such void, voidable, or unenforceable provisions were not included.

10. This Agreement may only be modified by a written document signed by all of the parties hereto.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Each mortgagee of the Tenant, by his/her/its execution of this Agreement, hereby acknowledges receipt of this Agreement and consents to the terms thereof.

**[THE NEXT PAGES ARE THE SIGNATURE PAGES]**

## AMENDMENT TO GROUND LEASE

This Amendment to Ground Lease (hereinafter the "Amendment") is made as of this \_\_\_ day of September, 2017 by and between The Town of Medfield, a body corporate and politic, acting by and through its Board of Selectmen (the "Town") and Kingsbury Club Medfield, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, having its principal place of business at 2 Icehouse Road, Medfield, MA 02052 ("Kingsbury").

Reference is hereby made to that certain Ground Lease dated September 1, 2007 between the Town, as lessor, and Kingsbury, as lessee (as amended, the "Ground Lease"), and that certain Notice of Lease recorded with the Norfolk County Registry of Deeds in Book 25170, Page 44.

### RECITALS

WHEREAS, Eastern Bank is providing financing to Kingsbury in the amount of (a) \$3,800,000.00 to refinance a loan made by Rockland Trust Company to Kingsbury (the "Rockland Trust Loan"), (b) \$5,000,000.00 for the construction of certain improvements on the property, and (c) \$650,000.00 for working capital and general corporate purposes (collectively, the "Loans") to be secured by the leased premises covered by the Ground Lease; and

WHEREAS, the Town and Kingsbury desire to enter into this Amendment to Ground Lease to amend the definition of "Lender" contained in the Ground Lease and make other certain changes as outlined below.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Upon the closing and funding of the Loan and payment in full and discharge of the Rockland Trust Loan, Paragraph 27.b of the Ground Lease is hereby deleted in its entirety and the following is substituted therefore:

"b. The Town hereby consents to Kingsbury Club's right to encumber the leasehold estate created by this lease pursuant to one or more leasehold mortgages or collateral assignments of lease in favor of Eastern Bank and New England Certified Development Corporation, acting on behalf of U.S. Small Business Administration, and their respective successors and assigns (collectively, the "Lender")."

2. Any reference contained in the Ground Lease to either TD Banknorth, N.A., TD Bank, N.A. or Rockland Trust Company shall hereafter be deemed to refer to Eastern Bank.

3. Any notice required to be given to Eastern Bank pursuant to the terms of the Ground Lease shall be delivered to Eastern Bank at the following address, in compliance with the terms and conditions of Paragraph 24 of the Ground Lease:

Eastern Bank  
265 Franklin Street  
Boston, MA 02110  
Attn: Boris Nusinov

With a copy to:

Hackett Feinberg PC  
155 Federal Street, 9<sup>th</sup> Floor  
Boston, MA 02110  
Attn: Brian Plunkett, Esq.

4. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**[THE NEXT PAGES ARE THE SIGNATURE PAGES]**

EXECUTED under seal as of the date first set forth above.

TOWN OF MEDFIELD  
By Its Board of Selectmen

By: 

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

By: 

Name: Michael Maccarrone  
Title: Selectman

By: 

Name: Gustave H. Murby  
Title: Selectman

KINGSBURY CLUB MEDFIELD, INC.

By: 

Name: Robert Janjigian  
Title: President

Pursuant to the terms of Paragraph 27.c of  
the Ground Lease, Eastern Bank  
and New England Certified Development  
Corporation hereby consent to the Amendment  
to the Ground Lease set forth above:

EASTERN BANK

By:   
Name: Boris Nesirov  
Title: SVP

NEW ENGLAND CERTIFIED  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED under seal as of the date first set forth above.

TOWN OF MEDFIELD  
By Its Board of Selectmen

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

KINGSBURY CLUB MEDFIELD, INC.

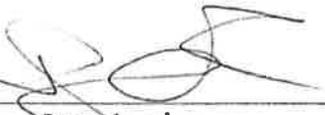
By: \_\_\_\_\_  
Name:  
Title:

Pursuant to the terms of Paragraph 27.c of  
the Ground Lease, Eastern Bank  
and New England Certified Development  
Corporation hereby consent to the Amendment  
to the Ground Lease set forth above:

EASTERN BANK

By: \_\_\_\_\_  
Name:  
Title:

NEW ENGLAND CERTIFIED  
DEVELOPMENT CORPORATION

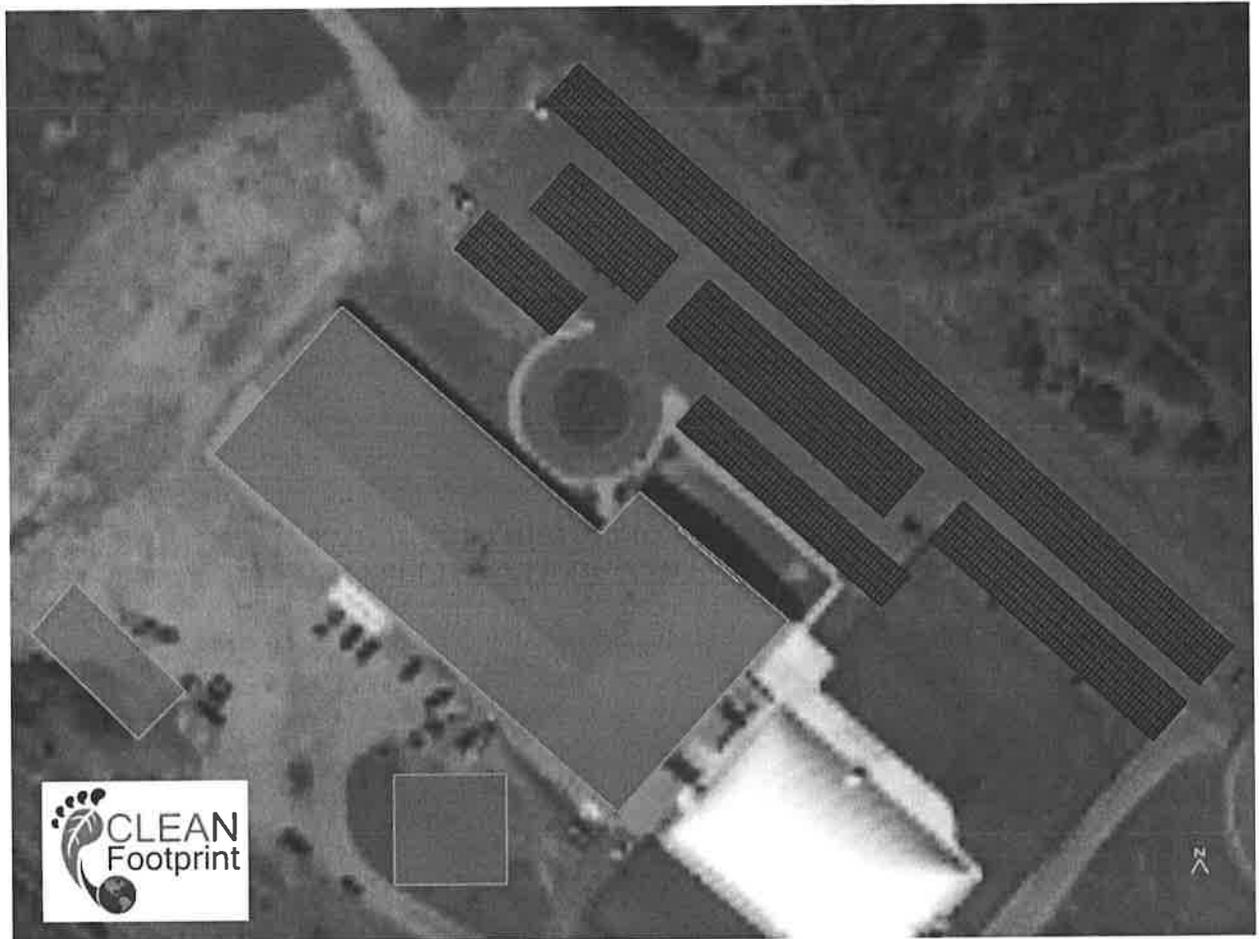
By:   
Name: Joseph O'Garro  
Title: Senior Vice President

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# Exhibit 3

## **EXHIBIT B** **SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



44,000 sq. ft on existing parking area.

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



35,000 sq. ft. on existing roof.

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



14,000 sq. ft on new parking area

**EXHIBIT B**  
**SYSTEM SPECIFICATIONS AND SITE PLAN**

The Temporary Construction Area shall be one of the two smaller areas designated on this plan to be confirmed by Lessor.



53,000 sq. ft on new building's roof



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, MassDOT Secretary & CEO



February 28, 2019

Town of Medfield  
Town Administrator Michael J. Sullivan  
459 Main Street  
Medfield, MA 02052

Dear Town Administrator Michael J. Sullivan,

We are pleased to inform you that Chapter 90 local transportation aid funding for Fiscal year 2020 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal year 2020 is \$413,135. This apportionment will automatically be incorporated into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website [www.massdot.state.ma.us/chapter90](http://www.massdot.state.ma.us/chapter90).

The Chapter 90 program is an integral part of the maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor



The Medfield Foundation  
cordially invites you and your guests  
to join us at a Reception

*Honoring the Nominees for the 2019  
Medfield Foundation Volunteer Awards*

On Sunday, March 31, 2019  
From 3-5 PM at  
The Center at Medfield, 2 Ice House Road

Light refreshments will be served

This reception is made possible through the generosity of  
Roche Bros. Supermarkets & Brothers Marketplace

RSVP to John Byrne by Monday, March 17<sup>th</sup> at  
[byrne.johnb@gmail.com](mailto:byrne.johnb@gmail.com)

7 Steven Lane  
Medfield, MA 02052  
jerryjanciollo@gmail.com

March 1, 2019

Michael Marcucci  
Town House  
459 Main Street  
Medfield, MA 02052

Dear Selectman Marcucci:

As a selectman, you have a special interest in knowing the goings-on in Medfield. Here's something you should deservedly take great pride in.

For the past four years, I've offered educational classes at senior centers throughout the area, including the Councils of Aging in Westwood, Franklin, Norfolk, Wrentham, Foxboro, Norwood, Walpole, and Medfield. Mine are highly-interactive, college-like seminars that challenge seniors to think in fresh ways. But I'm not writing to tout my programs.

I'm writing because, having worked at various senior centers in the region, I have a unique perspective into their hospitality, their programming, and their staffs. You should know, as a town official, that the Center at Medfield is superior in each of these categories.

First is the welcoming atmosphere. At many centers where I teach, I notice how newcomers are often uneasy upon entering. Perhaps the receptionists aren't cordial or the staff is behind closed doors. Not so at the Center. What you feel upon walking in is warmth and accommodation. You sense the staff is genuinely interested and there to help you.

Second is the programming. It's not unusual for me to enter a senior center at 1:00 p.m. and find the facility empty. Again, the opposite is the case in Medfield. Typically, as I know firsthand, it's a battle for space at the Center, since on any given day there are exercise classes, music performances, outreach offerings, lectures, card groups, and classes like mine. The bustle itself is contagious and makes everyone feel younger.

Third, and most important, is the staff. At many senior centers where I teach, professional burnout seems to have set in. Many staff members have held their jobs for decades, they adhere to routines they find comfortable, and they lack the energy and intellectual curiosity needed to keep their centers robust. To a person, I've found the opposite attitude in Medfield.

Susan Bernstein, Lisa Donovan, Bill Pardi, and Kathy Powers seem as eager as if it were their first day on the job. And Roberta Lynch, the director, has the gift of staying professionally fresh, even though she's been with the Center for many years. Whether she's writing a winning grant proposal, comforting a distressed widow, directing a staff member,

or chopping lettuce for a Spaghetti Supper, Roberta is the cheerful, lively, and welcoming face of the Center, full of energy, full of compassion, and full of curiosity.

Like you, I'm a resident of Medfield. And, like you, I take great pride in the Center, a thriving organization that serves our community with unmatched excellence.

Thank you for all of your tireless and often thankless work.

Sincerely,

A handwritten signature in blue ink that reads "Jerry Cianciolo". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jerry Cianciolo



SOVEREIGN CONSULTING INC.

February 26, 2019

Medfield Board of Health  
Medfield Town Hall  
459 Main Street  
Medfield, Massachusetts 02052

Medfield Board of Selectmen  
Medfield Town Hall  
459 Main Street  
Medfield, Massachusetts 02052

Re: **Availability of Phase V Remedy Operation Status Report**  
Former Texaco-Branded Service Station  
26 Spring Street  
Medfield, Massachusetts  
RTN 2-3003830

To Whom It May Concern:

In accordance with the Massachusetts Contingency Plan (MCP) 310 CMR 40.1403 (3)(e), this correspondence serves as notification that a Phase V Remedy Operation Status Report was submitted to the Massachusetts Department of Environmental Protection (MassDEP) for the above-referenced location (the disposal site).

The selected remedial action alternative (RAA) for the "disposal site" is operation of a High Vacuum Extraction (HVE) system and monitored natural attenuation (MNA). The report documents the operation, maintenance and monitoring of the selected RAA between August 2018 and February 2019.

The HVE system was restarted during this reporting period. Groundwater sampling conducted in September and December, has shown that hydrocarbon concentrations across the disposal site have remained stable; however, concentrations in some wells remain above the applicable standards. Groundwater concentrations will continue to be evaluated on a quarterly basis.

A copy of the Phase V Remedy Operating Status Report as well as all other applicable documents pertaining to the subject site, are available for review on the MassDEP website below.

<http://public.dep.state.ma.us/SearchableSites2/Search.aspx>.

Sincerely,  
SOVEREIGN CONSULTING INC.

Lisa M. Stone  
Senior Project Manager

Steven Passafaro, PE, LSP  
Senior Project Manager

cc: MassDEP CERO  
Robert Rule, SOPUS  
Sovereign File - 2S883



RECEIVED

MAR 11 2019

MEDFIELD SELECTMEN

March 8, 2019

Board of Selectmen  
Town of Medfield  
459 Main Street  
Medfield, MA 02052

**Re: Annual Notice**

Dear Chairman and Members of the Board:

In accordance with Massachusetts cable regulations (207 CMR 10.01(2) and 10.02(6)), enclosed is a copy of Comcast's policies and procedures, sample subscriber bill, work order and rate & channel line-up information for your community.

Please do not hesitate to contact me with any questions at 508.884.2326.

Sincerely,

*Robert F. Sullivan*

Robert F. Sullivan, Sr. Manager  
Government & Regulatory Affairs

Enclosures



Evelyn Clarke <eclarke@medfield.net>

## Fios TV MA Annual Billing Practices Documentation

1 message

Connors, Niall S <niall.s.connors@verizon.com>

Fri, Mar 8, 2019 at 9:47 AM

Dear Municipal Official:

Pursuant to 207 CMR §10.01 and §10.02(6), please find attached a copy of:

- Fios TV Channel Guide
- Fios TV Rate Card
- Fios TV Sample Customer Bill

For a copy of the Verizon Massachusetts Fios TV Terms of Service, please click on the link below.

[Verizon.com/Terms](http://Verizon.com/Terms)

Should you or your staff have any questions, please do not hesitate to contact me.

Sincerely,

Niall



Niall Connors  
Fios Franchise Service Manager  
Massachusetts and Rhode Island

6 Bowdoin Square, 10th Floor  
Boston, MA 02114

O 857.415.5123 | M 781.715.7058  
[niall.s.connors@verizon.com](mailto:niall.s.connors@verizon.com)

3 attachments

[Fios TV Channel Line Up.pdf](#)  
294K

 **Fios TV Rate Card.pdf**  
90K

 **MA Fios Bill Example.pdf**  
143K

# **Fios TV rate card & packages**



Rates are effective as of February 2019

<b>Digital Service<sup>1</sup></b>	<b>Monthly Price<sup>4,5,7</sup></b>
Fios® TV Local	\$25.00
Custom TV Kids & Pop	\$64.99
Custom TV Sports & News	\$64.99
Custom TV Action & Entertainment	\$64.99
Custom TV News & Variety	\$64.99
Custom TV Lifestyle & Reality	\$64.99
Custom TV Infotainment & Drama	\$64.99
Custom TV Home & Family	\$64.99
Fios TV Preferred HD	\$74.99
Fios TV Extreme HD	\$79.99
Fios TV Ultimate HD	\$89.99
Fios TV Mundo Total	\$54.99
Fios TV Mundo	\$49.99

<b>Subscription Sports 2018 Season Packages</b>	<b>Price<sup>4</sup></b>
MLB Extra Innings	\$199.00
MLS Direct Kick	\$89.00
NHL Center Ice	\$188.00
NBA League Pass	\$210.00

Early-bird, half-season and playoff packages for above Subscription Sports may be available and prices vary.

<b>Premium Sports Channels</b>	<b>Monthly Price<sup>4</sup></b>
Sports Pass	\$14.00
Fox Soccer Plus	\$14.99
<b>Premium Channels &amp; Packages</b>	<b>Monthly Price<sup>4</sup></b>
Cinemax <sup>®</sup>	\$15.00
EPIX <sup>®</sup>	\$15.00
HBO <sup>®</sup>	\$15.00
SHOWTIME <sup>®</sup>	\$15.00
STARZ <sup>®</sup> /ENCORE <sup>®</sup>	\$15.00
Spanish Language Package <sup>2</sup>	\$16.00
Playboy	\$16.99
<b>On Demand</b>	<b>Price<sup>4</sup></b>
International Premium Channels	Monthly Price Varies
On Demand Movies and Games	Varies
On Demand Subscriptions	Monthly Price Varies
Pay Per View	Varies
<b>Equipment</b>	<b>Monthly Price<sup>4</sup></b>
CableCARD	\$4.99
Digital Adapter	\$7.99
Set-top box (per set-top box)	
First two boxes	\$12.00
Boxes 3-5	\$6.00
6+ Boxes	No charge
Fios Wireless Router <sup>6</sup>	\$12.00
Fios Advanced Wi-Fi Router	\$7.99

<b>Recording Services</b>	<b>Monthly Price<sup>4</sup></b>
DVR Service	\$12.00
Multi-room DVR Service	\$15.00
Multi-room DVR Enhanced Service	\$20.00
Multi-room DVR Premium Service	\$30.00

<b>Initial Installation</b>	<b>One-Time Charges</b>
Agent Assistance Fee	\$7.00
Fios TV Setup – Activation of existing outlets up to the number of set-top boxes ordered	\$99.00
Fios TV Setup – Activation of existing outlets and any new outlets needed, up to the number of set-top boxes ordered	\$160.00
Additional outlet/set-top box connection (per existing outlet) not covered in setup charge	\$65.00
New outlet install/existing outlet relocation (per outlet) not covered in setup charge	\$65.00

<b>Subsequent Installations/Charges</b>	<b>One-Time Charges</b>
Tech Visit Charge (additional charges may apply)	\$100.00
New Outlet Installation (per outlet, plus \$100.00 tech visit charge)	\$65.00
Existing Outlet Connection (per outlet, plus \$100.00 tech visit charge)	\$65.00
Service Charge <sup>3</sup>	up to \$100.00
Set-top box return with equipment drop-off at Verizon authorized locations/UPS locations with prepaid mailer	FREE

<b>Subsequent Installations/Charges (Cont.)</b>	<b>One-Time Charges</b>
Specialty DVR Upgrade (upgrade to expanded storage capacity set-top box)	\$50.00
Set-top box Add/Upgrade Drop Ship Charge	\$25.00
TV Equipment Upgrade Charge	\$50.00
TV Equipment Technician Install	\$110.00

<b>Other Services and Charges</b>	<b>One-Time Charges</b>
Seasonal Service Suspension (charged at initiation, 1-9 months)	\$50.00
Expedited Shipping Option	\$15.00
Fios TV Service Suspend for non-payment	\$50.00
Fios Replacement Remote	\$15.00
Unreturned/Damaged – Fios Wireless Router	\$100.00
Unreturned/Damaged – CableCARD	\$70.00
Unreturned/Damaged – Digital Adapter	\$90.00
Unreturned/Damaged STB – Standard Definition	\$160.00
Unreturned/Damaged STB – Video Media Client	\$120.00
Unreturned/Damaged – Fios Service Unit	\$210.00
Unreturned/Damaged STB – High Definition	\$190.00
Unreturned/Damaged STB – SD Digital Video Recorder (DVR)	\$330.00
Unreturned/Damaged STB – HD Digital Video Recorder (DVR)	\$260.00
Unreturned/Damaged STB – Video Media Server	\$375.00

- 1.** Equipment may be required (see equipment prices section). Listed monthly prices do not include equipment charges. Unless otherwise provided in the Terms of Service, Verizon-supplied equipment must be returned if the service is terminated or an unreturned equipment charge will apply. A charge also applies for damaged equipment.
- 2.** The Spanish Language Package cannot be combined with La Conexión/Fios TV Mundo Total/Fios TV Mundo.
- 3.** Charge may be assessed when a technician determines the issue is related to a customer's equipment or wiring.
- 4.** Rates shown are for new subscribers only and vary based on package and payment options; rates for existing subscribers may also vary based on subscriber tenure. Rates do not include taxes, fees, franchise fees and other charges paid to federal, state and local governments or other applicable fees.
- 5.** A Regional Sports Network Fee of up to \$7.89 applies monthly to Custom TV (with Sports & News, News & Variety or Home & Family), Fios TV Preferred HD, Fios TV Extreme HD, Fios TV Ultimate HD and Fios TV Mundo Total packages.
- 6.** Single rental charge applies per account.
- 7.** A broadcast fee of \$4.49 applies monthly to all Fios TV packages.

Service/program availability varies by location and the number of channels within each package is an approximation. Pricing applies to residential use only within the United States and is subject to change. Taxes, franchise fees and other terms apply.

Please ensure you are reviewing the current version, which may be found at [verizon.com/terms](http://verizon.com/terms)



©2019 Verizon.  
Fios® is a registered trademark of Verizon.

XXX XXX  
Primary Phone: XXX-XXX-XXXX  
Account Number: XXX  
Bill Date: December 24, 2018

 **Ways to pay**

- Via the My Fios app
- Online at [verizon.com/PayOnline](http://verizon.com/PayOnline)

You're enrolled in auto pay:

**\$201.05**

Auto pay date Jan 7

 **This month's charges**

Fios Internet, TV & Phone Bundle	\$134.99
Services & Equipment	\$34.99
Fees & Other Charges	\$31.07
<b>Total Due by January 18</b>	<b>\$201.05</b>

 **Offers & benefits**

**TechSure**

Get help keeping you digital life safer & more secure. With 24/7 premium technical support, identity theft protection from LifeLock, multi-device security from McAfee and more. Call 1.888.484.0875 or visit [verizon.com/gettechsure](http://verizon.com/gettechsure) to learn more and order. Taxes apply.

**TV on your terms**

Record the shows you love at home and enjoy them virtually anywhere with Fios Multi-Room DVR Enhanced Service and the Fios TV app. Plus, you get more storage to enjoy your shows. Visit [verizon.com/morewow](http://verizon.com/morewow) to upgrade. Available in select areas. Fios Internet & Verizon router required.

Account Number: XXX  
Pay online at [verizon.com/PayOnline](http://verizon.com/PayOnline)

**Auto Pay Amount** \$201.05 122418

Auto Pay Scheduled - Do Not Send Payment

XXX XXX  
XXX XXX  
N READING MA 01864-1704



V5 150015485000174 00000000000 000000201053

XXX XXX  
Primary Phone: XXX-XXX-XXXX  
Account Number: XXX  
Bill Date: December 24, 2018

## Holiday Favorites

Buy or rent movies the family loves. Go to On Demand, select & enjoy on your TV, PC or Fios TV app.

## Your Discounts

	Price	Your Discounts	Amount You Pay
<b>Bundle Discounts</b>			
Fios Internet 50/50	50.00	-20.00	30.00
Fios TV Ultimate HD	89.99	-15.00	74.99
Fios Digital Voice Unlimited	30.00		30.00
<b>Bundle Price</b>	<b>\$169.99</b>	<b>-\$35.00</b>	<b>\$134.99</b>

### Discount Details

\$20 discount has no current expiration.

\$15 discount has no current expiration.

### Discounts This Month

**-\$35.00**

Discounts have been applied to the Total Due shown on page 1.

## Verizon Fast Facts

### My Verizon

Managing your Verizon services is easy with My Verizon. You can add or change services, review and pay your bill, update your email address, create sub-accounts and more. Register at [verizon.com/myverizon](http://verizon.com/myverizon) to get started.



### TV on the go

Travelling during the holidays? Take your TV virtually anywhere with the Fios TV app. Watch hundreds of live TV channels, or thousands of movies and shows On Demand. It's included with your Fios TV subscription.

How can I review my bill in more detail?

Review your bill at [verizon.com/billview](http://verizon.com/billview). Select 'View Details'.

How do I sign up for paper free billing?

You can enroll in paper free billing at [verizon.com/PaperFree](http://verizon.com/PaperFree).

If a credit or adjustment is applied, where do I find this on my bill?

Credits and Adjustments are located on page 3 of your bill. It may take up to two billing cycles for credits to be applied to your account and appear on your bill. You can also visit [verizon.com/BillView](http://verizon.com/BillView). Select 'History' and then 'Payment History'. You will see options for active investigations and any credits granted.

XXX XXX  
 Primary Phone: XXX-XXX-XXXX  
 Account Number: XXX  
 Bill Date: December 24, 2018

 **Ways to pay**

- Via the My Fios app
- Online at [verizon.com/PayOnline](http://verizon.com/PayOnline)

## Details of Payments

Payments		
Previous Balance	201.07	
Payment Received - Thank You	<u>-201.07</u>	12/7
Balance Forward	\$0.00	

Payment activity since last bill date.

## Details of Charges

Includes discounts shown on page 2.

Fios Internet, TV & Phone Bundle		
Your bundle includes Fios Internet 50/50, Fios TV Ultimate HD and Fios Digital Voice Unlimited		
Bundle Price	\$134.99	12/25 - 1/24

Your monthly price after the discounts shown on page 2 were applied.

Services & Equipment		
Equipment		
Rent: Set-Top Box Package - 4 Room	34.99	12/25 - 1/24

Equipment and additional services to personalize your Fios service.

Fees & Other Charges		
Taxes, Governmental Fees & Surcharges		
MA State Sales Tax	2.65	
911/Disability Access Fee	1.00	
Verizon Surcharges & Fees		
PEG Grant Fee	6.87	
Federal Universal Service Fee	4.04	
Regulatory Recovery Fee - Federal	.06	
Franchise Related Costs	.79	
Verizon Property Tax Recovery Charge	2.29	
Regional Sports Network Fee	7.89	
Fios TV Broadcast Fee	4.49	
FDV Administrative Charge	<u>.99</u>	
Subtotal	\$31.07	

Includes both Verizon fees and governmental taxes and fees. For details, visit [verizon.com/taxesandfees](http://verizon.com/taxesandfees).

**Total Due** \$201.05

XXX XXX  
Primary Phone: XXX-XXX-XXXX  
Account Number: XXX  
Bill Date: December 24, 2018

## Important

### It's Easy to Pay Your Verizon Bill with Your Fios TV Remote Control

You just need to be registered on myverizon.com and have a saved payment method  
Follow these easy steps:

Set up a Parental/Purchase Control PIN by pressing Menu, Settings, System and Parental/Purchase Control

- Press Menu, Customer Support then My Account.
- Select Billing and Payment then View Account or Make A Payment and enter your Parental Control Pin
- Select Continue to view Account Summary
- Select Continue from Account Summary, then OK again to Pay Your Bill
- Select Payment Account, from your Payment Account, then press OK to submit
- A confirmation of your payment will display once the transaction is complete

### Annual Privacy Policy Notice

Each year, Verizon provides its privacy policy to our Fios customers. To view the current policy, visit [verizon.com/about/privacy/fios-privacy-policy](http://verizon.com/about/privacy/fios-privacy-policy).

## Customer Notices

### Your Choices to Limit Use and Sharing of Information for Marketing

You have choices about Verizon's use and sharing of certain information for the purpose of marketing new services to you. Verizon offers a full range of services, such as television, telematics, high-speed internet, video, and local and long distance services.

Unless you notify us as explained below, we may use or share your information beginning 30 days after the first time we notify you of this policy. Your choice will remain valid until you notify us that you wish to change it, which you have the right to do at any time. Verizon protects your information and your choices won't affect the provision of any services you currently have with us.

- Customer Proprietary Network Information

Customer Proprietary Network Information (CPNI) is information available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. If you don't want us to use or share your CPNI with our affiliates and agents for this purpose, let us know by calling us any time at 1.866.483.9700.

- Information about Your Credit

Information about your credit includes your credit score, the information found in your consumer reports and your account history with us. We may share this information among the Verizon family of companies for the purpose of marketing new services to you. If you don't want us to share this information among the Verizon family of companies for the purpose of

marketing new services to you, let us know by calling us any time at 1.844.366.2879.

### Electronic Fund Transfer (EFT)

Paying by check authorizes us to process your check or use the check information for a one-time EFT from your bank account. Verizon may retain this information to send you electronic refunds or enable your future electronic payments to us. If you do not want Verizon to retain your bank information, call 1.888.500.5358.

### Late Payment Charges

To avoid a late payment charge of \$5 or 1.5% of your total due, whichever is greater, full payment must be received before Jan 26, 2019.

### Service Providers

Verizon MA provides regional, local calling and related features, other voice services, and Fios TV service, unless otherwise indicated. Verizon Long Distance provides long distance calling and other services identified by "VLD" in the applicable billed line item. Verizon Online provides Internet service and Fios TV equipment. Fios is a registered mark of Verizon Trademark Services LLC.

### Local Franchise Authority - Fios TV

Your FCC Community ID is: MA0375

## Services

### Questions

- Visit [verizon.com/Support](http://verizon.com/Support)
- 1.800.Verizon (1.800.837.4966)
- Customers with disabilities, call 1.800.974.6006 (voice or tty)

### Closed Captioning Questions and Concerns?

If you have a concern or complaint with closed captioning on a program, please call Verizon at 1.800.VERIZON (1.800.837.4966). Written correspondence can be sent by fax to 1.888.806.7026, by email to [videoclosedcaption@verizon.com](mailto:videoclosedcaption@verizon.com), or by mail to Verizon, PO Box 4849, Trenton, NJ 08650 Attn: Elaine Bucci, Sr. Mgr.

### Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

February 27, 2019

Former Medfield State Hospital  
45 Hospital Rd  
Medfield, MA

**SPD Permit and Tier Classification Extension  
PIP Comment Responses**

On behalf of the Division of Capital Asset Management and Maintenance (DCAMM), Weston & Sampson has provided the following responses to the Medfield Public Involvement Plan (PIP) group comments regarding the SPD Permit and Tier Classification Extension submitted to the Massachusetts Department of Environmental Protection (MassDEP) on November 21, 2018. The extension request was approved on December 4, 2018 by MassDEP, however the public comment period was extended to January 28, 2019.

**Kristine Trierweiler  
Town Administrator**

1. *Public Process: Medfield has worked extensively with DCAMM over several years to ensure that MSH is fully remediated and maintained. These extension requests are a reminder that we need to reengage the public process to ensure that it is consistently implemented over time. MSH is subject to a Public Involvement Plan implemented to 310 CMR 40.0000 and a July 2013 Settlement Agreement between Medfield, DCAMM, and other stakeholders. Both documents included review of drafts by the public, prior to their submittal for regulatory review, an important step which has not been carried out recently.*

Response 1  
So noted.

2. *Public Notice: To assist the public in following the cleanup at the site, Medfield requests that the extensions be conditioned on DCAMM providing notice to John Thompson, William Massaro, the PIP point of contact, and me. Notice should include 10 days advance notice of drafts for an opportunity to comment, and notice of other major mile stones including filings with MassDEP. A hard copy of all filings should be provided to the Medfield Library for the Information Repository (the last filing received by the library was the 2015 Immediate Response Action Completion Report) and an electronic copy should be provided to the Town. These requirements are consistent with the PIP and the Settlement Agreement.*

Response 2

We will provide 10-day notice of drafts and notify you, Bill Massaro and John Thompson if we need to truncate the notice time for any reason. Also, we will update the Town Repository with any missing reports since the filing of the IRA Completion in 2015 and continue to do so with and new submittals. Additionally, we will provide the Town with a USB containing electronic copies of the missing reports.

3. *Public Meetings: The extensions should also be conditioned upon DCAMM reinstating public meetings. To that end, I appreciate that DCAMM's consultant has reached out to me to schedule a public meeting on February 6, 2019. Additionally, DCAMM should reinstate the workgroup meetings developed as part of the Settlement Agreement. Discussions of investigation and remedial approaches have proven helpful in the past and resulted in Town, the public, and stakeholder support of the Phase IV approved in 2014.*

Response 3

DCAMM will reinstate the workgroup meetings if following review of any draft MCP documents there is excessive comments/issues that need to be resolved prior to issuing the final documents.

February 27, 2019

Ms. Kristine Trierweiler  
Town Administrator  
459 Main Street  
Medfield, Massachusetts 02052

Re: PIP Comment Responses  
SPD Permit and Tier Classification Extension  
Former Medfield State Hospital

Dear Ms. Trierweiler:

Weston & Sampson, on behalf of the Division of Capital Asset Management and Maintenance (DCAMM), has prepared the following Public Involvement Plan (PIP) Comment Responses for the Former Medfield State Hospital, under RTN 2-3020799:

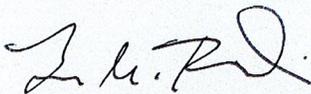
- SPD Permit and Tier Classification Extension

The SPD Permit and Tier Classification Extension was submitted to the Massachusetts Department of Environmental Protection (MassDEP) on November 21, 2018. The extension request was approved by MassDEP on December 4, 2018, however per a request by the Town of Medfield, a public comment period was extended to January 28, 2019.

If you have any questions or concerns, please do not hesitate to call me at 978-573-4040.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Frank Ricciardi, P.E., LSP  
Vice President

Attachment: PIP Comment Responses

4. *Remediation: The SPD should continue to include the C&D Area (now referred to as "Overlook Park"), as well as the SPD groundwater area. Unlike the Salvage Yard Area and the Clay Containment Area which were removed from the SPD Permit when they achieved a permanent solution, the C&D Area will be subject to an AUL which requires regular maintenance. Given that maintenance has already proven challenging, it should remain within the SPD Area to help ensure public review.*

*Medfield acquired a portion of the MSH property, although DCAMM has retained the Laundry Parcel on which the PCE source is located and Overlook Park, which will eventually be transferred to DCR. The Town informed DCAMM, under a 2014 Land Disposition Agreement, that it does not wish to retain permanent access to Overlook Park on Town property and DCAMM is in the process of constructing a permanent access road across Commonwealth-retained MSH Property. This change will require DCAMM to reevaluate its access needs for completing the remediation.*

Response 4

The C&D Area and SPD Area groundwater will both remain part of the SPD Permit.

John Thompson  
Chairman  
Medfield State Hospital Buildings & Grounds Committee

1. *Please provide a copy of the Long-Term Monitoring Reports for 2018. What is the current status of the slope and cap stability?*

Response 1

Due to the personnel change at DCAMM, Long Term Monitoring was not completed in 2018. Monitoring is planned to restart in Spring 2019 and reports will be provided to the appropriate parties.

2. *The November 22, 2017 Status Report states: "Please note that a number of the components of the Shore and Long-Term Monitoring Plan, related to wetlands restoration and wildlife habitat, were previously performed by The Garden Continuum (TGC). The observations and results of their monitoring activities have been provided separately by TGC for the 2016 growing season. DCAMM is currently procuring a contractor to conduct the wetland monitoring for the remainder of the Short and Long Term Monitoring Plan. These monitoring events will occur biannually in Spring and Fall depending on weather conditions."*
  - a) *Who was awarded the replacement contract in 2018 and where are the resulting reports?*
  - b) *What was the budget for monitoring and maintenance in 2017, 2018, and what is budgeted for 2019?*
  - c) *Who is responsible for and who is (are) the contact(s) for long term monitoring and maintenance of the Overlook Park, and who is going to pick up trash and litter at and near the parking lot and how often will this occur? Same question related to the canoe launch.*

Response 2

- a) *Weston & Sampson is intended to be the contracted for the wetland portion of the Long-Term Monitoring, expecting to restart in Spring 2019.*
- b) *The budget will be similar to prior monitoring and maintenance budgets.*
- c) *DCAMM will be overseeing the monitoring and maintenance at Overlook Park and the Canoe Launch. DCAMM and the Town have discussed the possible installation of signage to prevent litter. DCAMM will continue to discuss a resolution with the Town.*

3. *What is the current plan for the former pump house area?*

Response 3

The previous plan for the former pumphouse area was to install an interpretive sign. However, this area will remain in its current condition to avoid future/additional vandalism due to its remote location.

4. *Wetlands Impacts:*

- a. *What is the current status of the meeting the requirements of the 2014 Order of Conditions from the Medfield Conservation Commission?*
- b. *Can DCAMM provide a table based upon TABLE 2: Monitoring and Maintenance Program, Appendix A March 2014 NOI that adds a column stating for each row, the dates which each task was performed, and by whom, a second column for each row, indicating whether or not the Library, Chief Municipal Officer, Board of Health, Conservation Commission, and PIP participants were given documents or notified that documents were available?*
- c. *Can DCAMM provide the public with a list for the action items in Table 2 above, indicating where each of the monitoring reports and evaluations described under "Description" in the table is located?*

## Response 4

- a) The following conditions are deemed ongoing/outstanding and are addressed as follows:
  - a. **Condition 42h:** Provide documentation in writing of our investigation into the cistern.
    - i. Under assessment and review.
  - b. **Condition 49:** Provide monthly reports.
    - i. Monthly monitoring reports were submitted to the ConComm for November 2015-November 2017, per the 2 year requirement of the Short and Long Term Monitoring Plan. Bi-annual monitoring is required for 5 years following construction. These bi-annual reports will be submitted to the ConComm when monitoring restarts in Spring 2019.
  - c. **Conditions 76 and 81:** Once the site is deemed to be stabilized, conduct a site walk with ConComm Agent so that all erosion controls can be removed.
    - i. The erosion controls were removed following a site walk with the ConComm.
  - d. **Condition 80:** Request for Certificate of Compliance.
    - i. This cannot be done until BWV replication monitoring requirements and long term monitoring requirements are complete (5 years).
  - e. **Conditions 82-86:** Conditions in Perpetuity which include: 82) pesticides, herbicides, fungicides, and fertilizers; 83) de-icing; 84) maintaining stabilized slopes; 85) no dumping of leaves, grass clippings, brush or other debris; and 86) no additional alterations.
    - i. We would recommend that these conditions are completed (by DCAMM and WSE) prior to submitting the Request for Certificate of Compliance (Condition #80) as they are in perpetuity.
    - ii. Under assessment and review.
  - f. **Condition 88:** Wetland replication site inspections and report submittal requirement - 1-week after following construction of replication area and in regular intervals thereafter.
    - i. TGC submitted reports to DCAMM for the 2016 growing season. Wetland monitoring was not conducted in 2017 and 2018, however it will restart in Spring 2019 by Weston & Sampson. These reports will be submitted to the ConComm.
  - g. **Condition 89:** Submit all reports listed.
    - i. The construction period monitoring/Short Term Monitoring reports (i.e., air monitoring, groundwater monitoring, meeting minutes, turbidity monitoring, and winter erosion control monitoring) have been submitted to the ConnComm following construction.
    - ii. Post construction monitoring monthly reports from November 2015-November 2017 were submitted to the ConComm. Wetland reports from 2016 will be submitted to the ConComm. Any new monitoring starting in Spring 2019 will be submitted to the ConComm.
  - h. **Condition 96:** Wetland Specialist to certify in writing that the construction of the resource area mitigation areas was constructed in compliance with the Order.
    - i. Under assessment and review.
- b) This table is part of the Short and Long Term Monitoring Plan. We can update the table to include these rows and include in the Long Term Monitoring report to commence in Spring 2019.
- c) Yes, this can be included in the revised table for 4)b.

## 5. Relocation Area

- a. *What is the current status of remediation of the Construction and Demolition Area?*
- b. *What is the current groundwater quality at the C&D Area?*
- c. *Has the relocation area caused any change in groundwater quality at the C&D Area, or the Power Plant Area?*
- d. *Has the groundwater flow direction changed as a result of the relocation area?*
- e. *Is there any leachate breakout observed along the edge of the restoration area?*
- f. *If so, how can leachate breakout be observed if the relocation and restoration area is covered by dense vegetation?*
- g. *What is the condition of the groundwater quality beneath the gas line?*
- h. *How can the gas line area be monitored for subsidence and erosion if it is overgrown with vegetation?*
- i. *Would the overgrowth on the gas line cause a delay in emergency response to a gas leak? It was noted that the gas line is very shallow in the ground during the construction activities. Gas line in Massachusetts have proven to be high risk.*

## Response 5

- a) The remediation in the C&D Area is completed under the Phase IV Completion Statement and Partial Permanent Solution with Conditions as submitted as a draft to the PIP group on February 6, 2019.
- b) Groundwater from two of the six C&D Area sentinel wells currently indicate exceedances of lead, and zinc above the applicable GW-1 Standards in several wells. These metals will be evaluated as part of the SPD Area Groundwater with potential remedial actions outlined in a Phase IV RIP Modification.
- c) No, it has not caused any changes in the groundwater quality as a result of the relocation area.
- d) No, the groundwater flow direction has not changed as a result of the relocation area.
- e) We have not observed any leachate breakout along the edge of the restoration area.
- f) None Applicable.
- g) Groundwater from two of the six C&D Area sentinel wells currently indicate exceedances of lead, and zinc above the applicable GW-1 Standards in several wells. These metals will be evaluated as part of the SPD Area Groundwater with potential remedial actions outlined in a Phase IV RIP Modification.
- h) The monitoring of subsidence/erosion and clearing of overgrowth on the gas line is conducted by Enbridge (formerly Spectra Energy). We are not allowed to conduct clearing activities within their easement.
- i) Again, the gas line monitoring is done directly by Enbridge.

6. *Is there an LNAPL remaining in the Power Plant Area?*

## Response 6

Regulated amounts of LNAPL or free-phase petroleum are not present in the Power Plant Area based on groundwater gauging and monitoring completed at the Power Plant Area. We only observed de minimis amounts of LNAPL smeared on the former observation well casing from historical bailing of petroleum. Groundwater monitoring for extractable petroleum hydrocarbons over the most recent four seasonal rounds of groundwater monitoring have not contained concentrations of petroleum related constituents above GW-1 cleanup standards.

7. *What is the current status of groundwater quality for metals, SVOCS, and VOCs in the former Power Plant Area? See earlier comments below:*
  - a. *Pursuant to the July 2013 Settlement and Cooperation Agreement entered between the Town and DCAMM for the remediation and restoration of the MSH C&D Area, prior to the relocation of excavated materials, the Power Plant Area remediation will be completed under the SPD permit (see settlement Agreement, Exhibit C). Previously Pennoni Associates identified oil in explorations MW-10, MW-11, MW-12, MW-13, assumed to be related to the decommissioned USTs in the Power Plant Area. To achieve a Permanent Solution, it will be necessary to demonstrate that any oil remaining in this area is stable but this activity is not mentioned in the reports.*

- b. *To achieve a permanent solution in the Power Plant Area, DAMM will need to demonstrate that dissolved concentrations of EPH and VPH fractions and PAHs that migrate with groundwater in the area of the decommissioned Power Plant USTs are below GW-1 standards. This demonstration was not discussed in the Supplemental Phase II nor in the Phase IV RIP for the C&D. Some wells in the Power Plant Area and Potentially Productive Aquifer show C11-C22 Aromatics and PAH compounds in exceedances of the GW-1 Standards (PP-MW-9, 11, 13, 103, etc.). These exceedances may continue unless the upgradient source at the tank area, which may include NAPL around and beneath the decommissioned tanks, is addressed. This area was not proposed for ISCO injections in the November 2013 SPD Phase IV Report. What is the plan for the UST area of the Power Plant? How does DCAMM intend to meet GW-1 criteria within the Potentially Productive Aquifer area with regard to petroleum?*

Response 7

Prior to the C&D Remediation, In-Situ Chemical Oxidation was performed in the former Power Plant area via injections and direct soil blending. This was conducted to treat PCE and petroleum constituents in this area. As noted in the Partial PSC in Section 3.3.2: "...since the submission of the Phase III RAP in February 2012, six additional seasonal groundwater sampling events were conducted. The concentrations of petroleum related constituents were below the applicable Method 1 GW-1 Cleanup Standards with the exception of benzo(a)pyrene in one well (monitoring well PP-MW-103 at 0.3 µg/L versus a GW-1 standard of 0.2 µg/L). Therefore, source area removal was not required. Following the remediation activities, sentinel wells were installed downgradient of the Relocation Area and the decommissioned PP-MW-103. Analytical results displayed four consecutive analytical sampling rounds with concentrations of benzo(a)pyrene below the applicable Method 1 GW-1 Cleanup Standards."

8. *What is the status of the Laundry Parcel remediation?*

Response 8

The Laundry Parcel remediation is expected to commence in 2019. DCAMM has contracted Weston & Sampson to conduct additional investigation/delineation in the area of the former Laundry Building along the Town property line as well as areas with the highest PCE concentrations. Following the delineation, a revised Phase IV RIP will be submitted for PIP comment and is expected to be completed followed by at least four consecutive groundwater sampling rounds to assess if concentrations are below applicable GW-2 standards.

9. *What trends exist in VOC data in groundwater for each monitoring well impacted by CVOCs both in the till and in the PPA?*

Response 9

A Phase IV Status Report #8 was submitted to MassDEP and the Town Repository on January 31, 2019. This report includes trend graphs that display PCE concentrations over the past two years by monitoring well. We are not seeing consistent trends in VOC data within these wells. There is a slight correlation in some wells with groundwater elevation where we are seeing higher PCE concentrations with a higher groundwater table.

10. *What CVOC degradation products are observed in the area where CVOCs were treated?*

Response 10

Currently, we are seeing Trichloroethylene in three wells with one exceedance of the applicable Method 1 Cleanup standard as follows:

SPD-MW-402: one detection (1.2 ug/L), not exceeding GW-1 in 12/18.

CD-MW-503: seven detections (from 1.0 – 2.2 ug/L) from 7/16 to 12/17, not exceeding GW-1 and not present in 12/18 sampling event.

CD-MW-505: one exceedance of GW-1 (6.3 ug/L) in 12/18.

11. *What is the status of available oxidation products or their marker by-products in groundwater monitoring wells in the SPD area?*

Response 11

We did not observe any oxidation products or their marker by-products in the most recent groundwater monitoring event in 12/18.

*12. What timetable would be placed in the cleanup of the Laundry Parcel portion of the SPD area?*

Response 12

Additional delineation is expected to commence in Spring 2019 with potential Phase IV RIP activities in summer/fall 2019 following PIP review of the RIP modification. Following the completion of remedial actions, at least 4 consecutive seasonal groundwater sampling events will be conducted to assess if concentrations are below the applicable Method 1 Cleanup Standards.

*13. Can you please provide a timeline for MCP deliverables and a list of each and every public or private entity or person that will be notified of the availability of documents?*

Response 13

We are currently updating the PIP Plan (previously dated 2010) which will include a new timeline and notification of the availability of documents.

*14. Can an addendum to the Public Involvement Plan be created so that going forward there is a streamlined version of the notification list and process?*

Response 14

We are currently updating the PIP Plan (previously dated 2010), which will include a streamlined plan for notification.

*15. Many of the trees in the ISCO treatment area have died or are dying, what is the plan to restore the footprint of the area affected by ISCO treatment?*

Response 15

The trees in the ISCO treatment area and any restoration efforts will be assessed and plans for removal/restoration will be provided in the Phase IV RIP Modification.

*16. What are the access and property needs of DCAMM for additional work needed to be done to complete the remediation?*

Response 16

Access and property needs will be assessed in the future Phase IV RIP. Most likely access to the site with a staging area will be necessary.

**Bill Massaro**  
**Abutter & PIP Contact**

Public Process

1. *In light of the previous RIP Modification submittal and the reported April 2017 submittal of a Draft C&D Completion Statement of DEP, I am concerned that the extension request's proposed schedules and its statement that documents "will be submitted in DRAFT form to MassDEP for comment in conjunction with the PIP process" are not in keeping with the spirit of DCAMM and the Town/Stakeholder cooperation which led to the 26 July 2013 Settlement Agreement. This Agreement's definition of an enhanced MSH Public Information and Participation Process was incorporated into the March 2014 NOI and permitting applications:*

*a. Procedural Issues, Cooperation and Support, Updated MCP Documents and PIP Process Paragraph V.B page 7: In addition to the permit proceedings referenced above, DCAMM will*

*prepare amended Phase III and Phase IV reports under the MCP, incorporating the work agreed to herein to be implemented pursuant to this Agreement. Those reports will be submitted, presented and otherwise subject to the previously established PIP process, including opportunities for public comment.*

- b. Prior Review of Key Draft Documents – Paragraph C.2.b (1) page 8: DCAMM will consult with Medfield's Representatives, (identified in paragraph VI.A – Town – K. Trierweiler, copies to W. Massaro, and J. Thompson), or other representatives or committee subsequently appointed by the Selectmen for these purposes regarding permit applications and the MCP Phase III and Phase IV reports, prior to releasing/filing those documents for public comment and/or regulatory review.*

*I request that schedules be revised to reflect the MSH review/release public process as defined in the Settlement Agreement. Also, I would request an immediate re-start of the DCAMM public meetings and working group discussions of SPD investigations and remedial approaches which resulted in Town, public, and stakeholder support of the Phase IV RIP approved in 2014.*

Response 1

We are currently updating the PIP Plan (previously dated 2010), which will include an updated schedule outlining public involvement on future reports. Public meetings will be scheduled for relevant documents with the appropriate 20-day public comment period. Following review of public comments, DCAMM may convene a working group to discuss the comments, resolve any issues and finalize the remedial approach.

Previous Submittals to DEP

- 2. What is the current status of the CAM 14 metals (cadmium, lead, and zinc) in the Zone II and potentially productive aquifer?*

Response 2

Groundwater from two of the six C&D Area sentinel wells currently indicate exceedances of lead, and zinc above the applicable GW-1 Standards in several wells. These metals will be evaluated as part of the SPD Area Groundwater with potential remedial actions outlined in a Phase IV RIP Modification.

- 3. My understanding is that the standard for this area is GW-1 and that the 4 consecutive quarters requirement in the Settlement Agreement applies. Will this affect completion of the C&D RIP?*

Response 3

The metals exceedances in the C&D Area groundwater will not affect the submittal of the C&D Area Phase IV Completion Statement and **Partial** Permanent Solution with Conditions. These reports included the remediation and restoration of the HDA and CRS and not the SPD Area groundwater (which includes groundwater beneath the SPD and C&D Areas). The C&D groundwater will be assessed under the separate SPD Area Groundwater Phase IV.

- 4. What is the current status and remediation outlook of PCE in SPD-MW-702 and 703?*

Response 4

A Phase IV Status Report #8 was submitted to MassDEP and the Town Repository on January 31, 2019. Please refer to this document for the current groundwater status. Additional groundwater delineation is expected to commence in Spring 2019 with potential Phase IV RIP activities in summer/fall 2019 following PIP review of the RIP modification. Following the completion of remedial actions, at least 4 consecutive seasonal groundwater sampling events will be conducted to assess if concentrations are below the applicable Method 1 Cleanup Standards.

- 5. What is the current status and proposed remediation of benzo(a)pyrene in PP-MW-103?*

Response 5

Prior to the C&D Remediation, In-Situ Chemical Oxidation was performed in the former Power Plant area via injections and direct soil blending. This was conducted to treat PCE and petroleum constituents in this area. As noted in the Partial PSC in Section 3.3.2: "...since the submission of the Phase III RAP in February 2012, six additional seasonal groundwater sampling events were conducted. The concentrations of petroleum related constituents were below the applicable Method 1 GW-1 Cleanup Standards with the exception of benzo(a)pyrene in one well (monitoring well PP-MW-103 at 0.3 µg/L versus a GW-1 standard of 0.2 µg/L). Therefore, source area removal was not required. Following the remediation activities, sentinel wells were installed downgradient of the Relocation Area and the decommissioned PP-MW-103. Analytical results displayed four consecutive analytical sampling rounds with concentrations of benzo(a)pyrene below the applicable Method 1 GW-1 Cleanup Standards."

6. *Will the proposed C&D AUL conform to the Draft Language in Exhibit E of the Settlement Agreement? (e.g. provisions requiring off-site disposal of all material removed in any maintenance of the gas line?)*

Response 6

Yes, the proposed C&D AUL will conform to language in Exhibit E.

7. *Monitoring and Maintenance*

- a. *Is there a summary of status of reportedly completed Short-Term Monitoring?*
- b. *Is there a summary of status of on-going Long-Term Monitoring/Maintenance and of corrective actions completed or in progress?*
- c. *What is the status of M&M for the Sediment Removal Area?*
- d. *Is there a summary status of on-going Relocation M&M requirements/corrective actions taken (e.g. settlement, erosion, geotextile cover)?*

Response 7

- a) Short-Term Monitoring was conducted during construction activities and was outlined in the C&D Area Status Reports following completion of construction in October 2015.
- b) Long-Term Monitoring reports from November 2015-November 2017 were provided to the Medfield Conservation Commission. Due to the regime change at DCAMM, monitoring was not conducted in 2018 but is expected to commence in Spring 2019.
- c) See response 7)b) above.
- d) See response 7)b) above.

8. *Wetlands*

- a. *Is there a summary status of the on-going M&M requirements for Wetlands (vegetative survivability/coverage – 90% within 2 years and 10% invasives)?*
- b. *Was the Medfield Conservation Officer notified?*
- c. *Has a responsible party or subcontractor been identified to replace The Garden Continuum?*

Response 8

- a) The Garden Continuum previously submitted wetlands monitoring reports to DCAMM for the initial growing season in 2016. Wetland monitoring was not conducted in 2017 or 2018, however it is expected to re-start in Spring 2019.
- b) We are unsure if DCAMM submitted these 2016 reports to the Medfield Conservation Commission and will contact the Commission to confirm if they were. DCAMM will submit these 2016 reports and any new monitoring reports starting in 2019 to the Conservation Commission.
- c) Weston & Sampson is expected to continue the wetlands monitoring in Spring 2019.

Draft RIP SPD Modification-SPD Area Groundwater February 2017

9. *Access: Paragraph 3.7 statement that access for workers and equipment is on property "owned by the responsible party" is not correct. Although the approximate 0.88 acre surrounding the now demolished Laundry Building was retained by DCAMM pending SPD PCE Permanent Solution, the current access to the parcel is on land purchased by the Town under the 2014 Land Disposition. DCAMM has been*

*advised, as provided under the LDA, that the Town does not wish to retain a permanent access to the Overlook/SPD area on Town property and that DCAMM should proceed with construction of a permanent access road on Commonwealth-retained MSH property.*

Response 9

DCAMM is currently addressing site access.

10. *Soil Blending*

- a. *What are the specific locations proposed for in-situ soil blending?*
- b. *Are these the locations, assuming success in getting below GW-2 standards, which would allow a partial completion of the SPD Area GW and allow transfer of the Laundry Parcel to the Town while attenuation of the rest of the SPD area continues?*
- c. *The Town had agreed that chemicals for the previous ISCO series could be stored in the former Maintenance/Engineering. Additional storage requirements for chemicals under the proposed RIP Modification should be discussed with the Town.*
- d. *If final amount of on-site excavated, non-impacted soil is insufficient to meet blending amounts required, what conditions/restrictions will be placed on importation of soil from off-site locations?*
- e. *What precautions will be taken for equipment de-contamination? Town should be advised of proposed route for off-Site transport of contaminated soil*

Response 10

- a) The specific locations will be updated in the revised Phase IV RIP, but will include the area of the Former Laundry Building along the Town property line and the areas with the highest PCE concentrations. The location will be refined following completion of a grid based sampling effort to target the blending in areas of highest concentration.
- b) Yes, it is a goal of the proposed revised Phase IV RIP to reduce concentrations in the Laundry Parcel to below GW-2 for property transfer and to prevent back diffusion of residual PCE to this parcel.
- c) So noted.
- d) This will be addressed in the revised Phase IV RIP that will be submitted to the PIP for comment.
- e) This will be addressed in the revised Phase IV RIP that will be submitted to the PIP for comment.

11. *In conclusion I would again suggest an immediate re-start of the DCAMM working group discussions and public meetings.*

Response 11

So noted, DCAMM will consider reinstating working group discussions if comments on the future PIP-reviewed documents demonstrate significant concern with plans for remediation, assessment or regulatory closure. Public meetings will be held for pertinent documents and DEP submittals.

# Comcast Customer Privacy Notice

## For Subscribers of Cable Video, Internet, Voice, and Home Security Services



Privacy English 2018\_ebill

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This Notice also provides you with information about how to access, review, and correct information that personally identifies you, how to set privacy preferences and opt out of certain uses and sharing of information, and your rights under federal law and this Notice concerning your personally identifiable information.

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This Notice does not apply to other Comcast services or offerings, such as Xfinity Mobile, or other Comcast® and Xfinity-branded websites, applications, or streaming services, except as described above. These services, websites, and applications have their own privacy policies, which we post at <https://www.xfinity.com/mobile/policies/privacy-policy> and <http://my.xfinity.com/privacy/>.

### Information Covered

This Privacy Notice also does not apply to (1) information that may be collected through any other products, services, websites, or applications, even if you access those other products, services, websites, or applications through our Services and even if they are co-branded with Comcast brands or the brands or logos of our affiliated companies; (2) information collected by devices, such as a "smart TV," or through a third-party (non-Xfinity) mobile application, where the manufacturer or application owner has enabled information-gathering capabilities including automatic content recognition that we do not control; or (3) interactions with third-party content providers that you may access through the Services, such as online video providers you may reach through our set-top boxes. You should read the privacy policies for these other products, services, websites, and applications to understand whether and how they apply to you and the data they collect about you.

Please read this entire Privacy Notice to understand our privacy policies and practices. You can also find answers to your specific questions quickly by using the links below.

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#### Information You Provide to Us

We collect information that you provide to us when you create an account with us or when you call us, use online account tools (for example, when you access My Account or chat online with an agent), report service issues, complete customer surveys, enter contests and promotions, or otherwise communicate with us. This information includes:

- name and contact information (for example, billing address, service address, email address, and phone numbers);
- payment information, such as your payment card or bank account information;
- information related to a credit application for the Services, which may include your Social Security number, driver's license number, or other government issued identifiers;
- information you provide to authenticate your access to the Services, such as passwords, images, voice recordings, or other personal identifiers;
- information you provide when you establish custom settings or preferences; and
- customer correspondence and other communications records, including records of calls and chats with our customer service representatives.

### **Information We Collect When You Use the Services**

We also collect information about your account and your use of the Services, which may include:

- your account number;
- billing, payment, and deposit history;
- maintenance information;
- the types of Services to which you subscribe;
- the device identifiers and network addresses of equipment used with your account;
- voice commands;
- video and audio recordings;
- records indicating the number and types of devices connected to our network;
- technical information about your Service-related devices, including customization settings and preferences;
- network traffic data;
- information about your use of the Services and their features, including video activity data, as well as Internet or online information such as web addresses and other activity data in order to render Internet service; and
- additional information about the Service options you have chosen.

When you use the Services, our cable system automatically generates, transmits, and collects much of this information as part of providing the Services to you. For example, we receive information about the use of set-top boxes, remote controls, program guides, video players, applications, and other devices and software connected to our cable system ("video activity data"). The video activity data includes, for example, which channels, programs, and advertisements are viewed and for how long. It may also include information about navigation through program guides and applications, and use of devices like remote controls and tablets. If you select various features of our equipment, such as voice commands or search, we also will collect and process the data needed to fulfill your requests.

### **Location Information**

We may collect information from the devices you use to access the Services that tells us where you are at a specific point in time. For instance, we may know that you are at home when you chat with us through your Xfinity Internet service.

### **Information Provided by Third Parties**

We also obtain data and information about you from third parties. For example, when you request new or additional Services or features from us, we may obtain credit information from credit reporting agencies. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable services as well as your landlord's name and address.

We may obtain additional information about you from third parties such as demographic data (for example, gender, age, and census records, etc.), location data (for example, designated market area, zip code, etc.), interest data (for example, sports, travel, and other recreational activities, shopping preferences, etc.), or purchase data (for example, public records, loyalty programs, etc.). We may combine the data we collect from third parties with information in our business records, including information about your use of the Services. We may also combine information about your use of the Services with information we obtain from your use of other products, services, websites, and applications from Comcast. We use this combined data as described in the "Use of Information" section below.

## **II. Use of Information**

We use the information we collect to provide and improve the Services and our network, to communicate with you, to deliver relevant advertising, to create measurement and analytics reports, and to provide additional features and offerings. Sometimes we use information that personally identifies you, such as when we are authenticating your account or communicating with you. We also maintain and use information in de-identified or aggregated forms that do not identify you.

### **To Provide and Improve the Services**

We use the information we collect to conduct business activities related to providing you with the Services, including:

- establishing your account
- measuring credit and payment risk;
- billing and invoicing;
- authenticating access to your account;
- account administration;
- service delivery;
- maintenance and operations, including management of the network and devices supporting our service and our systems;
- technical support;
- hardware and software upgrades for devices and systems;
- understanding the use of our services;
- improving our services and identifying and developing new products and new services;
- marketing and advertising;

- detecting the unauthorized reception, use, or abuse of the Services and to protect our customers from fraudulent, abusive, or unlawful use of, or subscription to, the Services;
- collecting fees and charges;
- protecting our rights, our personnel, and our property; and
- complying with applicable law.

We also use the information we collect to measure and analyze how our customers are using the Services. For video, this includes assessing which programs are most popular, how many people watch a program to its conclusion, whether people are watching advertisements, and what programming and video content we will carry on the Services. It also includes determining how our customers prefer to view certain kinds of programming when they use our video service, such as whether they like to watch certain programs live, or if they prefer to view them on demand, on mobile devices, or online.

When we provide you access to third-party content providers through our set-top boxes, we may measure how often and how long you use such services, but your use of those third-party providers are controlled by the terms and privacy policies of those providers. For Internet and voice services, we similarly analyze customer usage data, such as the amount of bandwidth that is being used, the peak times of usage, or the types of services that are being used.

#### **To Communicate with You**

We also use the information we collect to deliver and personalize our communications with you. For example, we may use the contact information you provide to inform you of Service updates or the status of a service request or outages, to invite you to participate in a survey, to collect amounts you owe, or in connection with other activities related to the Service. We will provide you with service-related announcements, such as a pricing change, a change in operating policies, a service appointment, or new features of one or more of the Services you receive from us through emails, texts, calls, Comcast-provided equipment, and other communications methods. You may select the manner in which you prefer to receive many of these communications by visiting the customer preference center at <https://customer.xfinity.com/#/users/me/notifications>.

#### **To Provide Recommendations and Deliver Relevant Advertising and Marketing**

We may also use information about you and/or your use of the Services or other services we provide to determine which movies or television shows to recommend to you and to send you promotional communications for the Services and other products and services we think may be of interest to you. We may also use this information to help third-party advertisers and programmers deliver more relevant advertising.

These promotional communications and advertisements may be directed to you because you subscribe to one or more of the Services, because of the way you use the Services, because you live in a certain geographic area, or based on demographic and interest information that we collect or obtain from other companies. These communications may be subject to your consent, as described in Section IV of this Notice ("Your Choices"). In no event will Comcast give your name or other personally identifying information to an advertiser without your consent.

#### **To Create Analytics and Measurement Reports**

We and service providers who work on our behalf may use and combine data from our business records – including account information, video activity data, and other usage data – with data from third parties to create measurement and analytics reports. These reports do not contain any information that personally identifies you and instead contain de-identified or aggregate information.

We use these reports for many of the purposes described above, such as for improving the Services, creating and delivering more relevant advertising on behalf of Comcast and other third parties, determining whether and how an advertiser's messages are viewed, and analyzing the effectiveness of certain advertisements on the Comcast platforms and services and other platforms and services. We also use these reports to work with academic or research groups, and for other uses that help us develop and fund improvements in services and infrastructure. We may share these reports with programmers, advertisers, or others. To learn about the choices you have with respect to our use of your information for these purposes, see Section IV of this Notice ("Your Choices").

### **III. Sharing & Disclosures of Information**

We limit the information we share and disclose to others as described below.

#### **Service Providers**

In order to provide and support the Services, sometimes we use third-party companies as service providers that work on our behalf to transmit, collect, process, or store information for us. We require these service providers to treat the information we share with them as confidential and to use it only for the purpose of providing the services for which they have been engaged. These engagements typically include services such as billing and collections, administration, auditing and accounting, professional advice and consulting, surveys, marketing, service delivery and customization, maintenance and operations, security incident verification and response, service notifications, fraud prevention, and services to improve our programming and advertising offerings. For example, Comcast uses service providers to process payments for us and we may share your payment information with those billing processors when you make a payment. Or, Comcast may use a service provider to obtain information about you to assess your credit and payment status.

#### **The Comcast Family of Businesses**

Comcast may share the information it collects with its affiliates that offer other Xfinity and Comcast-branded products, services, and applications. For example, if you use your Xfinity Service account information to create an Xfinity Mobile Service account, we may share your Service account information with the Comcast company that offers that service. We do this so that these companies can provide services to you and to make it easier for you to use Xfinity Mobile Service and other Xfinity services. We may also share information about you with other Comcast companies (including NBCUniversal-branded companies and other non-Comcast or non-Xfinity-branded affiliates) for marketing and advertising purposes when we have any required consent to do so.

### **Account Owners and Users**

Comcast may disclose any information about a customer's account and use of the Services and their features to the primary account owner after appropriate authentication. The primary account owner may also authorize other users to access information on the account, and that may include data about you and your use of the Services.

### **Third Parties for Marketing Purposes**

We will not share, sell, license, rent, or otherwise permit access to information that personally identifies you to an unaffiliated third party for that third party to market its products or services to you, unless we have the required consent to do so. Unless we have your affirmative "opt-in" consent, we will not sell or share any of your personally identifiable web browsing information, video activity data, sensitive information (such as financial account information or Social Security number), or call detail records that we collect from our cable system. We may, however, share de-identified or aggregate information with third parties for their own uses when those third parties commit to not re-identify that information or share it with others who may attempt to do so.

As permitted by federal law, we may disclose your name and address to non-governmental entities, such as charities or businesses, so long as such disclosure does not reveal, directly or indirectly, the extent of your use of the Services or the nature of any transaction you make over our cable system. You have the right to prohibit or limit this kind of disclosure by asking to be placed on our "do not disclose" list, as described in Section IV of this Notice ("Your Choices").

### **Other Third Parties**

If you subscribe to our voice service, Comcast may disclose information about you to others in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800 and similar numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in "reverse 911" systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers' names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged, and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, information about you and your subscription, including information that personally identifies you, will, in most instances, be one of the items transferred as part of the transaction. If this Notice will be changed as a result of such a transaction, you should refer below under "Changes to the Privacy Notice."

### **When Required by Law or To Protect Comcast and Others**

There are times when we may be required by law to disclose information about you to third parties. These disclosures may be made with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

If you subscribe to our Xfinity video service, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a court order. In this case, the Cable Act (defined below in Section V) requires that you be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

If you subscribe to the Xfinity Internet, voice, or home security services, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We are usually prohibited from notifying you of any such disclosures by the terms of the legal process. We may also seek your consent to disclose information in response to a governmental entity's request when that governmental entity has not provided the required subpoena, court order, or search warrant.

A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the Xfinity video, Internet, or voice services only pursuant to a court order and we are required by the Cable Act to notify you of such court order. If Comcast is required to disclose information that personally identifies you to a private third party in response to a civil court order, we will notify you prior to making such disclosure unless legally prohibited from doing so.

We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency situations; or to enforce our rights under our terms of service and policies.

#### **IV. Your Choices**

In many instances, you have choices about how we communicate with you and how we use and share your information.

##### **Opting Out of Certain Marketing Communications**

For your convenience, we have created a customer preference center where you can manage:

- your account communications and notifications;
- your marketing calls, texts, and direct mail preferences;
- your preference for door-to-door sales calls;
- promotional or commercial emails Comcast may send to you; and
- targeted advertising for third-party products and services based on your interests.

To manage your preferences, please visit our customer preference center at <https://customer.xfinity.com/#/users/me/notifications>. Once you sign in, you can review your options, get more information about the types of marketing activities you can opt out of, and make your choices. If you change your mind, you can return any time to update your preferences.

We understand that sometimes you may want to speak to a Comcast representative who can assist you with these choices. You can contact Comcast at 1-800-XFINITY and ask us to put your name on our internal company "do not call," "do not mail," or "do not knock" list. You may also contact us at this number and ask to be placed on the "do not disclose" list, which will let us know that you do not want us to share your name and address with third parties, as described above.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to the address listed below under "How Do I Contact Comcast?" Be sure to include your name and address, your Comcast account number, and a daytime telephone number where we can reach you. The person who is identified in our billing records as the customer should sign the written request. If you have a joint account, a request by one party will apply to the entire account; for multiple accounts, your notice must separately identify each account covered by the request. If you are writing to opt-out of marketing calls, you must state the phone numbers or addresses that you wish to be placed on the relevant lists.

##### **Opting In to the Use of CPNI to Market Additional Products and Services to You**

If you subscribe to Xfinity voice service, when you are interacting with one of our customer service representatives, such as on a call, in our offices, or during an online chat session, we may ask you for your oral consent to the use of your customer proprietary network information or "CPNI" for the purpose of reviewing your account and providing you with an offer for other products and services. If you provide consent, Comcast may use your CPNI only for the duration of that telephone call or discussion in order to offer you additional services. If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe.

#### **V. Your Rights under Federal and State Law**

This Notice is designed to comply with federal and state law requirements, including California law, which is applicable to our customers located in California who are served by a cable television corporation.

##### **The Cable Act and Personally Identifiable Information**

This Privacy Notice is designed to comply with Section 631 of the federal Cable Communications Policy Act of 1984, as amended, (the "Cable Act"). The Cable Act permits Comcast to use the cable system to collect personally identifiable information about you. Personally identifiable information is information that identifies you specifically; it does not include de-identified, anonymous, aggregate, or other data that does not identify you. We may collect personally identifiable information when it is necessary to render cable services or other services to you and to detect unauthorized reception or use of the services. We may use the cable system to collect personally identifiable information about you for additional purposes with your prior written or electronic consent. The Cable Act also permits Comcast to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to you; required by law or legal process; or limited to your name and address, subject to your opt-out consent. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities as described in this Notice.

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly as described below in "How Do I Contact Comcast?" in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

This Privacy Notice neither supersedes, enhances, nor modifies any arbitration agreement to which you may be bound as a subscriber to one or more of the Services.

##### **The Communications Act and CPNI**

Section 222 of the Communications Act of 1934, as amended (the "Communications Act"), provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of telecommunications services, as well as Xfinity voice services, and the information about those services contained on your bill. This information is known as customer proprietary network information or "CPNI." CPNI does not include your name, address, and telephone number, which is defined by the Communications Act as "subscriber list information." However, that information is otherwise considered personally identifiable information.

If you are a customer of Xfinity voice service or another Service that is subject to these requirements, you have the right, and Comcast has a duty, under the Communications Act and other applicable laws, to protect the confidentiality of your CPNI. In addition, the FCC's rules provide additional privacy protections and choices regarding use and sharing that are specific to our voice services that we describe in this Notice.

## **VI. Accessing and Correcting Information**

It is important that your account records contain accurate information. You may correct or update information about your account as described below. We will correct our records upon reasonable verification that the changes you request are proper.

If you have Internet access, you can view and change certain information yourself by going to [www.xfinity.com](http://www.xfinity.com) and signing in with your Comcast username and password to access the My Account feature. If you are a home security customer, you can go to the subscriber portal at [www.xfinity.com/xhportal](http://www.xfinity.com/xhportal). You may also call 1-800-XFINITY and speak to a customer service representative.

If you would like to examine your own personally identifiable information, you may do so at your local Comcast office upon reasonable prior notice to us and during our regular business hours. To do so, please contact us by mail at the address below or telephone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will need to provide proper identification and you will only be permitted to examine the personally identifiable information in your account and no other account.

If you make an affirmative, written request for a copy of your Xfinity voice CPNI, we will disclose to you the relevant information we have at your account address of record, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our Xfinity voice services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we do not furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any documents that you request.

## **VII. Other Important Information**

### **Protecting the Information We Collect**

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of information about our customers. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your information seriously, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information.

### **Data Retention**

Comcast maintains information that personally identifies you in our regular business records while you subscribe to one or more of the Services. We also maintain this information for a period of time after you no longer subscribe to a Service if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy, de-identify, or anonymize the information according to our internal policies and procedures.

### **Changes to the Privacy Notice**

As required by the Cable Act, we will provide you with a copy of the current Privacy Notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted or required by law.

We may modify this Notice at any time. You can view the most current version of this Notice by going to <http://www.xfinity.com/Corporate/Customers/Policies/Privacy/PrivacyNotice.html>. If we make material changes to this Privacy Notice, then we will provide you at least 30 days' notice and will also notify you by e-mail, direct mail, bill messaging, or other reasonable methods that we select. If you continue to use the service following notice of the changes, we will deem that to be your acceptance of and consent to the changes in the revised Privacy Notice. If we make material changes that will result in a new use, disclosure, or permission of access to previously collected information that personally identifies you, we will obtain your opt-in consent before implementing those specific changes.

### **How Do I Contact Comcast?**

If you have any questions or suggestions regarding this Privacy Notice, or wish to contact us about your personally identifiable information, please reach us as follows:

Phone: 1-800-XFINITY

Website: <http://customer.xfinity.com/contact-us/>

Mail: Comcast Cable Communications, LLC

Attn: Law Department - Customer Privacy Notice

One Comcast Center

Philadelphia, PA 19103-2838

Revised and effective: January 1, 2018

# IMPORTANT INFORMATION FOR XFINITY TV CUSTOMERS

## SERVICE PROBLEMS

You will find helpful information for troubleshooting TV picture or signal quality issues at [www.xfinity.com/support](http://www.xfinity.com/support). If the problem does not clear up, please feel free to chat with us at [www.xfinity.com/support/contact-us](http://www.xfinity.com/support/contact-us) or call us at 1-800-XFINITY, and a customer service representative will attempt to address that issue. We will try to resolve any complaints you have concerning the quality of our signals promptly and efficiently. We will respond to your report of a service interruption no later than 24 hours after you notify us, except in extraordinary circumstances or where conditions are beyond our control. We will respond to your report of other service problems no later than the next business day after you notify us. We may need access to your home in order to correct a service related issue. If a service call is required it will be scheduled at a time convenient to you. If you are dissatisfied with our resolution of your service problem, you may contact your local franchising authority to discuss the problem with your service. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

## SERVICE OR BILLING COMPLAINTS

Information regarding your Xfinity services and billing is available through My Account at [www.xfinity.com](http://www.xfinity.com). You also may download the Xfinity My Account app to your smartphone or other device for quick access to up to date information on your account. If you have a complaint regarding your Xfinity TV service or your bill, you will find information on contacting us through chat or by phone at <https://www.xfinity.com/support/contact-us>. Also, you can visit us at one of our Xfinity store locations. Visit <https://www.xfinity.com/support/service-center-locations/> to find the Xfinity store closest to you. If you wish to put your comments in writing, your letter should be addressed to us at the local address listed on the How To Reach Us insert. We will try to resolve your complaint promptly. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact your local franchising authority to discuss your complaint. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

If you have a complaint regarding closed captioning please email us at [accessibility@comcast.com](mailto:accessibility@comcast.com) or call us at 1-855-270-0379.

## MOVING

Before you move, please call us at 1-800-XFINITY. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home, if your new home is in our service area.

## EQUIPMENT COMPATIBILITY

Xfinity TV service is encrypted and requires a TV Box, TV Adapter, CableCARD or other navigation device that is compatible with our system for each television you wish to use with our service. You may not be able to use special features or functions of your television, VCR or DVD player/recorder with Xfinity TV service. Some of these problems may be resolved by the use of signal splitters, and/or other supplemental equipment that can be purchased from us or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

If you have a TiVo digital cable-ready DVR, you can access switched digital video services by obtaining a "tuning adapter" device. If you have a TiVo DVR or other digital cable-ready devices, you will need a TV Box, TV Adapter, or CableCARD from us to access switched digital video and other two-way cable services. Upon your request, we will provide you with the technical parameters necessary for a navigation device rented or acquired from retail outlets to operate with our system. Because of the need to protect our Xfinity TV service, we will not authorize the use of a navigation device that does not conform to all required signal security specifications. For information regarding other navigation devices, please go to <https://www.xfinity.com/support>.

## REMOTE CONTROL UNITS

If you rent a TV Box or TV Adapter from us we will provide a compatible remote control. Also, you may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: Philips PHL PMDVR8, RCA RCR612, and Sony RM-V202. A list of additional compatible remotes may be obtained from your local Xfinity store. Although these remote control units are compatible with the TV Box or TV Adapter that we currently offer, these remotes may not be functional if we change the type of TV Box or TV Adapter we rent. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

## SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you change the services you receive, you may be subject to an installation or change of service charge. You may obtain additional information about our current services, fees and prices online at [www.xfinity.com](http://www.xfinity.com) or by calling us at 1-800-XFINITY.

## OTHER INFORMATION

Information on upcoming programmer contract expirations can be found at [www.xfinitytv.com/contractrenewals](http://www.xfinitytv.com/contractrenewals) or by calling 866-216-8634. For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at 1-800-XFINITY to talk to one of our customer service representatives for further information.



**SERVICE AREA**

MA, NH & ME

**PHONE NUMBERS**

**Billing/Repair**

**New Services/Sales**

1-800-266-2278

**OFFICE HOURS**

Please check your monthly billing statement for the location and hours of operation of the nearest customer service office.

**MAILING/OFFICE ADDRESS**

Comcast

1 Comcast Center

Philadelphia, PA 19102

**PUBLIC INFORMATION OFFICES/  
FRANCHISE AUTHORITIES /**

Consumer Division of the Department of  
Telecommunications and Cable

1-800-392-6066

1000 Washington Street, Suite 820

Boston, MA 02118

Office of the Attorney General

Consumer Protection and Antitrust Bureau

33 Capital Street

Concord, NH 03301

Office of the Attorney General

Consumer Information and Mediation Service

6 State House Station

August, ME 04333



Account Number  
XXXXXXXXXXXX

Billing Date  
Jan 08, 2019

Services From  
Jan 15, 2019 to Feb 14, 2019

Page  
1 of 3

- SAMPLE CUSTOMER BILL -

# Hello

Thank you for choosing XFINITY from Comcast.

## Your bill at a glance

For XXXXXXXX LAWRENCE, MA, 01843-3720

Previous balance		\$98.44
Payment - thank you	Dec 21	-\$98.44
<b>Balance forward</b>		<b>\$0.00</b>
Regular monthly charges	Page 3	\$98.10
Taxes, surcharges & fees	Page 3	\$3.78
<b>New charges</b>		<b>\$101.88</b>

**Amount due Jan 22, 2019 \$101.88**

## Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.
- Any payments received or account activity after Jan 08, 2019 will show up on your next bill. View your most up-to-date account balance at [XFINITY.com/myaccount](http://XFINITY.com/myaccount)

## Need help?

- Visit [xfinity.com/customersupport](http://xfinity.com/customersupport) or see page 2 for other ways to contact us.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order



P.O. BOX 21828  
EAGAN MN 55121-0828

XXXXXXXXXXXX  
LAWRENCE, MA 01843-3720

Account number

XXXX XX XXX XXXXXXXXX

Payment due

Jan 22, 2019

**Please pay**

**\$101.88**

**Amount enclosed**

**\$**

Make checks payable to Comcast  
Do not send cash

COMCAST  
P.O. BOX 70219  
PHILADELPHIA PA 19176-0219

## Pay your bill anytime, on any device with the Xfinity My Account app.

With the My Account app, you can manage your account from anywhere. Make a payment, opt into text alerts, check your equipment status, schedule a callback, and more.

Don't have the app? Download it today on the App Store or Google Play.



## Amazon Prime Video is now on Xfinity X1.

Prime members can fall in love with award-winning and critically-acclaimed Prime Originals like *Tom Clancy's Jack Ryan*. Just say "**Prime Video**" into your X1 Voice Remote.

Learn more at [xfinity.com/primevideo](http://xfinity.com/primevideo)



Restrictions apply. Not available in all areas. To access Amazon Prime Video on Xfinity X1 requires an eligible X1 TV box with Xfinity TV and Xfinity Internet service. Limited to Amazon Prime Video members who are residential Xfinity customers. Amazon Prime Video on X1 uses your Internet service and will count against any Xfinity data plan. Amazon Prime Subscription required.

## Contact

We're here to help when you need us.



### By chat

Visit [xfinity.com/chat](http://xfinity.com/chat)



### Social

Tweet us @comcastcares



### By app

Download the My Account app at [xfinity.com/apps](http://xfinity.com/apps)



### By phone

Call 1-800-XFINITY (1-800-934-6489)



### In store

At your nearest XFINITY store  
find one at [xfinity.com/storelocator](http://xfinity.com/storelocator)

## Additional information

### Your nearest Service Center:

Your nearest Xfinity Store is Methuen, 70 Pleasant Valley Street,  
Mon-Sat 9am-8pm, Sun 11am-4pm.

### Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call 1-855-270-0379, chat live at [support.xfinity.com/accessibility](http://support.xfinity.com/accessibility), email [accessibility@comcast.com](mailto:accessibility@comcast.com), fax 1-866-599-4268 or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838 Attn: M. Gifford.

## Ways to pay

### ✓ Looking to shorten your to-do list?

Set up automatic monthly payments and never worry about remembering to pay your bill again. Enrolling is fast, easy, and free at [xfinity.com/autopay](http://xfinity.com/autopay).



### Hello paperless billing, goodbye clutter

With paperless billing, you can pay and view your bill online. It's faster, easier and helps cut down the clutter, not the trees! Visit [xfinity.com/ecobill](http://xfinity.com/ecobill) to go green.

## Additional billing information

### Other ways to pay

Visit [xfinity.com/myaccount](http://xfinity.com/myaccount)  
Use the My Account app

To avoid a late fee, we have to receive payment of your balance before the due date. If your service is disconnected, a reactivation fee will be applied to reactivate your account.

<b>Regular monthly charges</b>	<b>\$98.10</b>
Your XFINITY package	\$67.22
TV: Digital Starter Includes Limited Basic And Expanded Basic.	\$67.27
TV: HD Technology Fee	\$9.95
Loyalty Discount	-\$10.00

<b>Equipment &amp; services</b>	<b>\$12.63</b>
TV Box + Remote	\$2.68
Service To Additional TV With TV Box And Remote	\$9.95

<b>Other charges</b>	<b>\$18.25</b>
Broadcast TV Fee	\$10.00
Regional Sports Fee	\$8.25

<b>Taxes, surcharges &amp; fees</b>	<b>\$3.78</b>
<b>Service fees</b>	<b>\$3.70</b>
Franchise Fee	\$3.51
MA License Fees	\$0.19

<b>Taxes &amp; surcharges</b>	<b>\$0.08</b>
FCC Regulatory Fee	\$0.06
State Sales Tax	\$0.02

What's included?

 **TV:** 140+ Channels

Visit [xfinity.com/myaccount](http://xfinity.com/myaccount) for more details

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You've saved \$10.00 this month with your loyalty discount.

## Additional information

For residential customers, if you are not satisfied with our resolution of a problem with your video service, or if you have a complaint regarding our video prices, you may contact the MA Department of Telecommunications and Cable Consumer Division, 1000 Washington St., Boston, MA 02118-6500. Call 617-305-3531 or 800-392-6066 or email: [consumer.complaints@mass.gov](mailto:consumer.complaints@mass.gov). Local Franchising Authority: (the MA DTC at the above address). The FCC ID for your town is: MA0056.

You have 120 days from the date of this bill to dispute any charges included on this bill.

**Moving?** Visit [xfinity.com/moving](http://xfinity.com/moving) today to help you stay connected to all of your XFINITY services.

Regional Sports and Broadcast networks fees look to recover a portion of the increasing costs from local programmers. These are not government mandated or required fees and will increase from time to time. Visit [xfinity.com/fees](http://xfinity.com/fees) for more information.

**Xfinity TV Updates:** Information on upcoming programmer contract expirations can be found at <https://my.xfinity.com/contractrenewals/> or by calling 866.216.8634.



**SAMPLE WORK ORDER**

02/04/2019 12:31

Job Receipt (516082)

WoNum: [REDACTED]

Job Number: [REDACTED]

SchdDate: 02/04/2019

Account: [REDACTED]

Phone #:

Customer: [REDACTED]

Address: [REDACTED]

**Services:**

Install Codes: \$39.99 2P TV-XI INS  
\$20.00 2P TV-XI INS  
\$0.00 1 TV INS \$0  
\$0.00 X1 FAILEDSIK  
\$0.00 FSIK XI-XV

Tech: 5826

Equip at Location: [REDACTED]

Equip Added:

Equip Removed:

Payments:

Deposits:

Cust Satisfaction:

This notice is required by the Rules of the Federal Communications Commission. Comcast Digital Voice service (CDV) may have the 911/E911 limitations listed below. I understand and agree to the following: In order for my 911 to be properly directed to emergency services, Comcast must have my correct service address. If I move CDV to a different address without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or CDV (including 911) may fail altogether. CDV uses the electrical power in my home. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails or is exhausted after several hours. Calls, including calls to 911, may not be completed if there is a problem with the network facilities, including network congestion, network/equipment/power failure, or another technical problem. Prior to changing my address, or if I have any 911-related questions, I will call 1-800-Comcast. Comcast will need several business days to update my service address in the E911 system. USE OF CDV AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES YOUR ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE. By signing below, I represent that I am at least 18 years old; I am the owner of, or tenant in, the premises at the above address and that the installation, repair or other work provided has been satisfactorily completed. If this work order relates to the initial installation of

services, I acknowledge receipt of the Comcast Welcome Kit which contains the Comcast Residential Customer Agreement, the Comcast Cable Subscriber Policy Notice and other important information about the services. I agree to be bound by the Comcast Customer Agreement which constitutes the agreement between Comcast and me for the services as well as any applicable Comcast acceptable use policies. If other non-installation work was provided, I agree to be bound by the current Comcast Customer Agreement as well as any applicable Comcast acceptable use policies. I authorize Comcast to obtain a credit report from a consumer credit agency in connection with the provision of the services I am receiving. IF I SUBSCRIBE TO COMCAST DIGITAL VOICE, I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE E911 NOTICE ABOVE.

Signature:

**MEDFIELD, MA**

**BUNDLED PACKAGES<sup>1,2</sup>**

**QUAD PLAY PACKAGES**

QUAD PLAY PACKAGE PRICING BELOW IS ADDITIONAL TO TRIPLE PLAY PACKAGE PRICING

with Secure add <sup>3</sup>	\$39.95
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**TRIPLE PLAY PACKAGES<sup>40</sup>**

**Standard Triple Play**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News and HD programming for primary outlet, 10 Hour DVR Service, Performance Pro Internet and Voice Unlimited

	\$129.99
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Select Triple Play**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, Digital Preferred Tier, DVR Service and HD programming for primary outlet, Blast! Internet, and Voice Unlimited

	\$149.99
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Signature Triple Play<sup>38</sup>**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, Digital Preferred Tier, Showtime, Starz, Streampix, DVR Service and HD programming for primary outlet, Extreme Pro Internet, Voice Unlimited and Netflix Standard HD Plan

	\$169.99
- with Netflix Premium UHD Plan upgrade add	\$3.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Super Triple Play<sup>38</sup>**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, Digital Premier Tier, Sports Entertainment Package, Streampix, DVR Service and HD programming for primary outlet, Gigabit Internet, Voice Unlimited, Netflix Standard HD Plan

	\$199.99
- with Netflix Premium UHD Plan upgrade add	\$3.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00
- with Xfinity Mobile deduct	-\$12.00

**DOUBLE PLAY PACKAGES<sup>40</sup>**

**Choice TV Double Play<sup>39</sup>**

Includes Choice TV, 10 Hour DVR Service and Performance Plus Internet

	\$89.99
- with Performance Pro Internet upgrade add	\$15.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Standard Double Play**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, 10 Hour DVR Service, and HD programming for primary outlet and Performance Pro Internet

	\$109.99
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Select Double Play**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, Digital Preferred Tier, HD programming for primary outlet, 10 Hour DVR Service and Performance Pro Internet

	\$119.99
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Signature Double Play<sup>38</sup>**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, Digital Preferred Tier, HD programming, Showtime, Starz and Streampix for primary outlet, 10 Hour DVR Service, Performance Pro Internet and Netflix Standard HD Plan

	\$139.99
- with Netflix Premium UHD Plan upgrade add	\$3.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**Super Double Play<sup>38</sup>**

Includes Limited Basic, Kids & Family, Entertainment, Sports & News, Digital Premier Tier, HD programming and Streampix for primary outlet, 10 Hour DVR Service, Blast! Internet and Netflix Standard HD Plan

	\$169.99
- with Netflix Premium UHD Plan upgrade add	\$3.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gig Internet upgrade add	\$30.00
- with Gig Pro Internet upgrade add <sup>26</sup>	\$238.00

**XFINITY TV<sup>1</sup>**

**BASIC SERVICES**

<b>Limited Basic<sup>10</sup></b>	\$17.00
<b>Broadcast TV Fee<sup>28</sup></b>	\$9.75
<b>Franchise Related Cost<sup>11</sup></b>	\$1.04
<b>Expanded Basic<sup>4</sup></b>	\$50.27

**XFINITY TV SERVICES**

<b>Choice TV<sup>34</sup></b> Includes Limited Basic, Streampix and HD programming	\$30.00
<b>Genre Packs<sup>35</sup></b> Choose up to 2 packs	
<b>Kids &amp; Family</b> Includes kid and family-friendly channels including Cartoon Network, Disney Channel, Nickelodeon and Universal Kids	\$10.00
<b>Entertainment</b> Includes entertainment channels including A&E, AMC, Bravo, Food Network, FX, TNT and VH1	\$15.00
<b>Sports &amp; News</b> Includes sports and news channels including CNBC, CNN, ESPN, Golf, MSNBC and NBC Sports	\$28.25
<b>Digital Starter<sup>33</sup></b> Includes Limited Basic, Expanded Basic for primary outlet, additional digital channels, MoviePlex, access to Pay-Per-View and On Demand programming and Music Choice	\$67.27
<b>Digital Preferred Tier<sup>12</sup></b> Includes over 65 channels including CBS College Sports, Destination America, Disney XD, Encore and Science Channel	\$17.95
<b>Digital Preferred Tier plus One Premium</b> Includes Digital Preferred Tier and choice of Showtime®, Starz®, Cinemax® or The Movie Channel®	\$29.95
<b>Digital Preferred Tier with HBO®</b> Includes Digital Preferred Tier and HBO®	\$32.95
<b>Digital Premier Tier</b> Includes Digital Preferred Tier, HBO®, Showtime®, Starz®, Cinemax® and The Movie Channel®	\$64.95
<b>Sports Entertainment Package<sup>5</sup></b> Includes over 14 channels including NFL Red Zone and CBS Sports Network	\$9.95

Refer to the last page for additional information. For information about Xfinity policies and terms of service, go to [xfinity.com/policies](http://xfinity.com/policies).

<b>Deportes<sup>4</sup></b> Includes over 6 deportes channels including ESPN Deportes, FOX Deportes and NBC Universo	\$7.00
<b>With Choice TV Double Play or Standard, Select, Signature, Super Double or Triple Play Packages</b>	\$5.00
<b>Xfinity TV Latino<sup>4</sup></b> Includes over 50 channels of Spanish language programming	\$17.95
<b>With Choice TV Double Play or Standard, Select, Signature, Super Double or Triple Play Packages</b>	\$10.00
<b>HBO<sup>4</sup></b>	\$15.00
<b>Showtime<sup>4</sup></b>	\$12.00
<b>Starz<sup>4</sup></b>	\$12.00
<b>Cinemax<sup>4</sup></b>	\$12.00
<b>The Movie Channel<sup>4</sup></b>	\$12.00
<b>Epix<sup>36</sup></b>	\$5.99
<b>Playboy<sup>4</sup></b>	\$15.00
<b>HD Technology Fee<sup>9</sup></b>	\$9.95
<b>DVR Service<sup>6</sup></b>	\$10.00
<b>AnyRoom DVR Service<sup>7</sup></b>	\$10.00
<b>Service to Additional TV<sup>8</sup></b>	\$9.95
with DVR Service <sup>6</sup>	\$19.95
with AnyRoom DVR Service	\$19.95
with AnyRoom DVR Service (client)	\$9.95
with CableCARD <sup>13</sup>	\$7.27
<b>Service to Additional TV with TV Adapter<sup>15</sup></b>	\$6.99

#### INTERNATIONAL SELECTIONS<sup>37</sup>

<b>ART: Arabic</b>	\$9.99
<b>TV Globo: Brazilian</b>	\$19.99
<b>Brazilian 2 Pack</b> Includes TV Globo and PFC	\$24.99
<b>Brazilian 4 Pack</b> Includes TV Globo, PFC, Band Internacional and Record TV	\$34.99
<b>Mandarin 2 Pack</b> Includes Phoenix Info News and Phoenix North America	\$6.99
<b>Mandarin 4 Pack</b> Includes CTI Zhong Tian, CCTV4, Phoenix Info News and Phoenix North America	\$19.99
<b>Filipino 2 Pack</b> Includes GMA Pinoy w/ GMA Video On Demand and GMA Life	\$14.99
<b>Filipino 3 Pack</b> Includes GMA Pinoy w/ GMA Video On Demand, GMA Life and TFC	\$22.99
<b>TV5MONDE: French</b> With Cinema On Demand	\$9.99
<b>DW Deutsche +: German</b>	\$9.99
<b>Antenna: Greek</b>	\$14.99
<b>The Israeli Network</b>	\$19.99
<b>Rai Italia: Italian</b>	\$9.99
<b>Italian 2 Pack</b> Includes Rai Italia and Mediaset	\$14.99
<b>TV JAPAN</b> Includes TV JAPAN On Demand	\$24.99
<b>TV Polonia: Polish</b>	\$19.99
<b>SIC: Portuguese</b>	\$9.99
<b>Portuguese 2 Pack</b> Includes RTPi and SIC	\$14.99
<b>Impact TV: Russian Add-on</b> With any International package	\$6.99
<b>Russian 2 Pack</b> Includes Channel One Russia and NTV America	\$14.99
<b>Russian 4 Pack</b> Includes Channel One Russia, RTN, TV1000 Russian Kino and NTV America	\$26.99
<b>Russian 5 Pack</b> Includes Channel One Russia, RTVi, NTV America, RTR-Planeta and Rossiya 24	\$26.99
<b>Russian 8 Pack</b> includes Channel One Russia, RTN, RTVi, TV1000 Russian Kino, NTV America, RTR-Planeta, Rossiya 24 and CTC	\$34.99
<b>Willow: Cricket Add-on</b> With any International package	\$6.99
<b>Willow: Cricket</b>	\$14.99
<b>Zee TV: Hindi</b>	\$14.99
<b>SET: Hindi</b>	\$14.99
<b>Hindi 2 Pack</b> Includes Zee TV and SET	\$24.99
<b>Hindi Pack</b> Includes Zee TV, SET, TV Asia, NDTV 24x7 and NDTV Good Times	\$29.99
<b>Hindi Plus Pack</b> Includes Zee TV, SET, TV Asia, NDTV 24x7, NDTV Good Times, Eros Now and Willow	\$39.99
<b>SBTN: Vietnamese</b>	\$14.99

#### PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES<sup>14</sup>

<b>Eros Now On Demand</b>	\$12.99
<b>Eros Now On Demand</b> w/a South Asian international selection	\$9.99
<b>here! TV On Demand</b>	\$7.99
<b>Filipino On Demand</b>	\$7.99
<b>Filipino On Demand</b> w/a Filipino international selection	\$5.99
<b>The Jewish Channel On Demand</b>	\$6.99
<b>Disney Family Movies On Demand</b>	\$5.99
<b>Gaiam TV Fit &amp; Yoga On Demand</b>	\$6.99
<b>Lifetime Movie Club On Demand</b>	\$3.99
<b>History Vault On Demand</b>	\$4.99
<b>Kidstream On Demand</b>	\$4.99
<b>Grokker Yoga Fitness On Demand</b>	\$6.99
<b>UP Faith and Family On Demand</b>	\$4.99
<b>Anime Network On Demand</b>	\$6.99
<b>Stingray Karaoke On Demand</b>	\$6.99
<b>DOGTV On Demand</b>	\$4.99
<b>Gaia On Demand</b>	\$9.99
<b>AMC Premiere On Demand</b>	\$4.99
<b>FX+ On Demand</b>	\$5.99
<b>Stingray Classica On Demand</b>	\$6.99
<b>TumbleBooksTV On Demand</b>	\$4.99
<b>FitFusion On Demand</b>	\$6.99
<b>CuriosityStream On Demand</b>	\$5.99
<b>PlayKids On Demand<sup>32</sup></b>	\$6.99
<b>Daily Burn On Demand<sup>32</sup></b>	\$14.99
<b>Xive TV On Demand<sup>32</sup></b>	\$4.99
<b>Quark On Demand<sup>32</sup></b>	\$4.99
<b>Lion Mountain TV On Demand<sup>32</sup></b>	\$3.99
<b>Touchfit TV On Demand<sup>32</sup></b>	\$4.99
<b>Acorn TV On Demand</b>	\$4.99
<b>Disney Story Central On Demand</b>	\$4.99
<b>Stephens Drum Shed On Demand<sup>32</sup></b>	\$4.99
<b>Pro Guitar Lessons On Demand<sup>32</sup></b>	\$4.99
<b>MagellanTV History On Demand<sup>32</sup></b>	\$5.99
<b>Blueprint TV On Demand</b>	\$7.99
<b>Urban Movie Channel On Demand</b>	\$4.99
<b>The Great Courses Signature On Demand<sup>32</sup></b>	\$7.99
<b>Pantaya On Demand</b>	\$5.99
<b>DJAZZ On Demand<sup>32</sup></b>	\$6.99
<b>Ride TV On Demand<sup>32</sup></b>	\$4.99
<b>Outside TV Features On Demand<sup>32</sup></b>	\$4.99
<b>The Reading Corner On Demand<sup>32</sup></b>	\$3.99
<b>Hopster On Demand<sup>32</sup></b>	\$6.99
<b>Brown Sugar On Demand<sup>32</sup></b>	\$3.99
<b>Echoboom Sports On Demand<sup>32</sup></b>	\$5.99
<b>Stingray Qello On Demand<sup>32</sup></b>	\$7.99
<b>Revolution Golf+ On Demand<sup>32</sup></b>	\$6.99
<b>Hallmark Movies Now On Demand<sup>32</sup></b>	\$5.99
<b>Dove Channel On Demand<sup>32</sup></b>	\$4.99
<b>Kocowa On Demand<sup>32</sup></b>	\$6.99
<b>WHAM On Demand<sup>32</sup></b>	\$2.99
<b>Gravitas Movies On Demand<sup>32</sup></b>	\$4.99
<b>MHz Choice On Demand<sup>32</sup></b>	\$7.99
<b>Hi-YAH! On Demand<sup>32</sup></b>	\$2.99
<b>Streampix<sup>17</sup></b>	\$4.99
<b>Pay-Per-View and On Demand Movies and Events<sup>16</sup></b> (per title or event)	Prices Vary
<b>Vivid On Demand Subscription<sup>18</sup></b>	\$19.99
<b>Hustler On Demand Subscription<sup>18</sup></b>	\$19.99

<b>TEN On Demand Subscription<sup>18</sup></b>	\$19.99
<b>Brazzers On Demand<sup>18</sup></b>	\$19.99
<b>Girlfriends Films On Demand<sup>18</sup></b>	\$19.99
<b>Too Much for TV On Demand</b>	\$14.99
<b>Wicked On Demand<sup>18</sup></b>	\$19.99
<b>Urban Fantasy On Demand<sup>18</sup></b>	\$19.99
<b>Falcon On Demand<sup>18</sup></b>	\$19.99
<b>Homegrown Amateur On Demand<sup>18</sup></b>	\$19.99
<b>Evil Angel On Demand<sup>18</sup></b>	\$19.99
<b>Mature Lust On Demand<sup>18</sup></b>	\$19.99
<b>Penthouse On Demand<sup>18</sup></b>	\$19.99
<b>XTSY On Demand<sup>18</sup></b>	\$19.99

#### SPORTS PACKAGES<sup>14</sup>

<b>MLB Extra Innings<sup>®</sup></b>	Call 1-800-XFINITY for pricing
<b>NHL<sup>®</sup> Center Ice<sup>®</sup></b>	Call 1-800-XFINITY for pricing
<b>NBA League Pass</b>	Call 1-800-XFINITY for pricing

#### XFINITY TV EQUIPMENT

<b>TV Box Limited Basic</b>	\$2.50
<b>TV Box</b>	\$2.50
<b>Remote</b>	\$0.18
<b>HD TV Box Limited Basic</b>	\$2.50
<b>TV Adapter</b> (Limited Basic — Primary TV)	\$0.00
<b>TV Adapter</b> (Limited Basic — 1st and 2nd Additional TVs)	\$0.00
<b>TV Adapter</b> (Limited Basic — 3rd Additional TV)	\$0.50
<b>CableCARD</b> (first card in device)	\$0.00
<b>CableCARD</b> (second card in same device)	\$0.00

#### INSTALLATION

(PER OCCURRENCE UNLESS NOTED)

	Initial Installation of Service	After Initial Installation of Service
<b>Professional Installation<sup>19,20</sup></b>	\$79.99	N/a
<b>In-Home Service Charge<sup>21</sup></b>	N/A	\$40.00
<b>Hourly Service Charge<sup>19</sup></b> For Custom installation work	\$50.00	\$50.00
<b>Xfinity Internet Gigabit Pro Professional Installation</b> (per occurrence)		\$500.00
<b>Wireless Networking On-Site Professional Set-Up</b> (Separate trip, per occurrence)		\$99.95
<b>Wireless Networking On-Site Professional Set-Up</b> (each additional device over 4 devices per occurrence)		\$29.95

#### REACTIVATION

(NO IN-HOME VISIT REQUIRED—PER OCCURRENCE UNLESS NOTED)

<b>Reactivation - TV</b>	\$6.00
<b>Reactivation - Internet</b>	\$6.00
<b>Reactivation - Voice</b>	\$6.00

#### MISCELLANEOUS (PER OCCURRENCE UNLESS NOTED)

<b>Customer-Owned Video Equipment Credit</b> See www.xfinity.com/equipmentpolicy for additional information	\$2.50
<b>Regional Sports Fee<sup>30</sup></b> (per month)	\$8.25
<b>Field Collection Charge</b> Visit to customer's residence required to collect past due balance or unreturned equipment	\$30.00
<b>Returned Payment Item</b> (each)	\$20.00
<b>Late Fee</b>	5% of overdue balance
<b>Agent Assisted Payment</b> For payment made by phone with a Customer Care Representative	\$5.99
<b>Unreturned or Damaged Equipment Fees<sup>22</sup></b> (per piece)	Replacement Cost

<b>Self Install Kit Shipping and Handling</b> (Standard Shipping)	\$15.00
<b>Self Install Kit Shipping and Handling</b> (Priority Shipping)	\$29.95
<b>Accessory Shipping and Handling</b>	\$5.95
<b>TV Guide<sup>®</sup> Weekly Magazine</b> (per month)	\$4.20

## XFINITY INSTANT TV<sup>1,29</sup>

#### BASIC SERVICE

<b>Xfinity Instant TV</b>	
Includes Limited Basic for simultaneous streaming on two devices, and 20 hours of Cloud DVR service	\$10.00

#### XFINITY INSTANT TV ADDITIONAL SERVICES<sup>31</sup>

<b>Kids &amp; Family</b> Includes 13 kid and family-friendly channels including Cartoon Network, Disney Channel, Nickelodeon and Universal Kids	\$10.00
<b>Entertainment</b> Includes 22 entertainment channels including A&E, AMC, Bravo, Food Network, FX, TNT and VH1	\$15.00
<b>Sports &amp; News</b> Includes 14 sports and news channels including CNBC, CNN, ESPN, Golf, MSNBC and NBC Sports	\$28.25
<b>Deportes</b> Includes over 6 deportes channels including ESPN Deportes, FOX Deportes and NBC Universo	\$7.00
<b>Latino</b> Includes 13 latino channels including Cine Latino, Discovery en Espanol, Galavisión, Viendo Movies and VME Kids	\$5.00
<b>HBO<sup>®</sup></b>	\$15.00
<b>Starz<sup>®</sup></b>	\$12.00
<b>Streampix</b>	\$4.99

## XFINITY VOICE<sup>1,23</sup>

<b>Xfinity Voice—Unlimited With TV and Internet Service</b>	\$44.95
	\$39.95
<b>Xfinity Voice—Local with More With TV or Internet Service</b>	\$34.95
	\$24.95

## XFINITY INTERNET<sup>1,24</sup>

	Xfinity Internet Service Only	with Xfinity TV or Voice Service <sup>27</sup>
<b>Performance Starter</b>	\$49.95	\$49.95
<b>Performance</b>	\$74.95	\$61.95
<b>Performance Plus</b>	\$84.95	N/A
<b>Performance Pro</b>	\$89.95	\$76.95
<b>Blast!</b>	\$94.95	\$81.95
<b>Extreme Pro<sup>25</sup></b>	\$99.95	\$86.95
<b>Gigabit<sup>25</sup></b>	\$104.95	\$91.95
<b>Gigabit Pro<sup>25,26</sup></b>	\$299.95	\$299.95
<b>Modem Rental</b>		\$13.00
<b>Wireless Adapter</b> (each, one-time charge)		\$30.00
<b>Gigabit Pro Activation Fee</b> (per occurrence)		\$500.00
<b>Unreturned or Damaged Equipment Fees<sup>22</sup></b> (per piece, per occurrence)		Replacement Cost

- 1 Certain services available separately or as a part of other levels of service. Xfinity services are subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). Prices, services and features are subject to change. If you are an Xfinity TV customer and you own a compatible TV Box or CableCARD device, please call 1-800-XFINITY for pricing information or visit [www.xfinity.com/equipmentpolicy](http://www.xfinity.com/equipmentpolicy). ©2019 Comcast. All rights reserved.
- 2 Requires a Modem and TV Box with remote, CableCARD or compatible customer owned device.
- 3 Secure requires minimum term agreement with early termination fee. Early termination fee applies if all Xfinity services are terminated during the agreement term. For additional information go to <http://www.xfinity.com/home-security.html>.
- 4 Requires Limited Basic, TV Box, CableCARD or compatible customer owned device.
- 5 Requires Digital Starter.
- 6 Requires HD Technology Fee. Service to Additional TV with TV Box required for DVR Service on additional TVs. Not available to customers with Limited Basic only.
- 7 Sold only with Service to Additional TV with TV Box for up to 3 TVs, maximum 3 clients per household. Requires HD Technology Fee and professional installation. Not available to customers with Limited Basic only.
- 8 Not available to Limited Basic only customers. Digital service tier on additional TV corresponds to digital service tier on primary outlet.
- 9 Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.
- 10 Requires TV Box, TV Adapter, CableCARD or compatible customer owned device.
- 11 Franchise Related Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.
- 12 Requires Digital Starter.
- 13 Not available to customers with Limited Basic only. Includes a customer-owned video equipment credit. An additional charge will apply for additional CableCARDS in the same device.
- 14 Requires Limited Basic, TV Box with remote or compatible customer owned device. Sports Package subscriptions can be billed at once or in 4 total payments. Restrictions may apply.
- 15 Includes TV Adapter and remote. Digital service tier on additional TV corresponds to digital service tier on primary outlet. Does not include access to On Demand content, premium channels or channel numbers above 1000 unless otherwise noted on the channel lineup. Not available to customers with Limited Basic only.
- 16 Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View or On Demand ordering process.
- 17 Requires Limited Basic and TV Box and remote or compatible customer owned device. Requires HD Technology Fee to receive HD programming. Streaming to device requires Xfinity TV app, Internet service with bandwidth of at least 600 Kbps and to Limited Basic. Streaming to laptop/computer requires equipment meeting minimum requirements posted at <https://www.xfinity.com/support/internet/requirements-to-run-xfinity-internet-service/>, Internet service with bandwidth of at least 600Kbps and to Limited Basic.
- 18 One month minimum purchase required. Not available in all areas.
- 19 Standard installations include installations up to 125 feet from existing Comcast plant, unless noted differently in the local franchise agreement. Custom installations include installations which require in-wall wiring or installations in extensive drop ceilings, basements, or crawl spaces.
- 20 Includes standard installation of Xfinity TV, Xfinity Internet and/or Xfinity Voice and installation of additional outlets and wireless networking set-up if requested at time order is placed. Does not include installations of Xfinity Home or Xfinity Gigabit Pro Internet.
- 21 Applies to installation, relocation and activation of additional outlets as well upgrade/downgrades of service after initial installation of service and in-home visits. Does not cover installation or in-home visits for Xfinity Home.
- 22 Contact 1-800-XFINITY for questions regarding equipment replacement charges.
- 23 Requires a Modem. Unlimited Local and Long Distance package pricing applies only to direct dialed calls from home to locations included in the plan. Plans do not include other international calls. For more information regarding Xfinity Voice pricing go to <https://www.xfinity.com/Corporate/About/PhoneTermsOfService/ComcastDigitalVoice/cdresidential>.
- 24 A Modem is required. For more information regarding Xfinity Internet go to <http://www.xfinity.com/internet-service.html>.
- 25 Not available in all areas. May require installation and non-refundable installation charge.
- 26 Requires 2 year contract. Monthly rental of Gigabit Pro compatible cable modem/router additional. Activation and professional installation fees additional. Gigabit Pro does not qualify for Comcast 30-day money back guarantee.
- 27 Xfinity Internet discount does not apply to Xfinity Instant TV.
- 28 Applies to Limited Basic and Xfinity Instant TV.
- 29 Requires Xfinity Internet.
- 30 Applies to Digital Starter and above, and Xfinity Instant TV Sports & News.
- 31 Requires Xfinity Instant TV.
- 32 Requires Limited Basic with X1 TV Box and Xfinity Internet service.
- 33 Discount of \$2.00 off of Digital Starter available to seniors who qualify for discount. Age and income restrictions apply. Call 1-800-XFINITY for more information.
- 34 Requires TV Box, CableCARD or compatible customer owned device with Xfinity Internet service. Up to 10 hours of cloud DVR service available with either X1 TV Box (eligible with minimum subscription to one Genre Pack) with Xfinity Internet service or compatible customer owned device with Xfinity Internet service.
- 35 Requires Choice TV. Cannot be combined with Limited Basic or Digital Starter.
- 36 Requires Limited Basic, HD Technology Fee and TV Box, CableCARD or compatible customer owned device.
- 37 Requires Limited Basic with X1 TV Box or compatible customer owned device and Xfinity Internet service.
- 38 Netflix activation of subscription requires X1 equipment.
- 39 Cannot be combined with the Sports & News genre pack.
- 40 10 Hour DVR Service requires Xfinity Internet Service and either an X1 TV Box or a compatible customer owned device.

#### Xfinity Home License Numbers:

AL: 001484, 001504; AR: 12-030; AZ: ROC 280515, BTR 18287-0; CA: CSLB 974291, ACO 7118; CT: ELC 0189754-C5; DE: FAL-0299, FAC-0293, SSPS 11-123; FL: EF0000921, EF20001002, EF0001095; GA: LVU406303, LVU406264, LVU406190, LVU406354; IL: PACA 127-001503; LA: F1691; MA: SS-001966; MD: 107-1776; ME: LM50017039; MI: 3601206217; MN: TS674412; NC: 2335-CSA, 29443-SP-FA/LV; NJ: Burglar and Fire Alarm Business Lic. # 345F00047700; NM: 373379; NY: licensed by the N.Y.S. Department of State 12000305421; OH: LIC# 53-89-1732; OR: CCB 192945; SC: BAC-13497, FAC-13440; TN: ACL 1597, ACL 1604; TX: ACR-1672104,-1818, B16922, B02571; UT: 8226921-6501; VA: 2705145289, DCJS 11-7361; VT: ES-02366; WA: COMCABS892DS; WASHINGTON, DC: ECS 902687, BBL 602512000005; WV: WVO49211.

**MS: 15018010**

Valid 4/19/17. See [www.xfinity.com/home-security](http://www.xfinity.com/home-security) for current list.

87731000: 0570

**Foxborough, MA**

Canton, Dover, Medfield, Norfolk, Sharon & Walpole, MA

**LIMITED BASIC**

2 WGBH (PBS)  
 3 HSN  
 4 WBZ (CBS)  
 5 WCVB (ABC)  
 6 NECN  
 7 WHDH  
 8,1070 Public Access  
 9 WSBE (PBS)  
 10 WBTS (NBC)  
 11 WLVI (CW)  
 12,1090 Educational Access  
 13 WFXT (FOX)  
 14 WSBK (MyTV)  
 15 WBPX (ION)  
 16 WGBX (PBS)  
 17 WUTF (UMAS)  
 18,1050 WWJE (IND)  
 20 WMFP (IND)  
 21 WUTF (UNV)  
 22,1084 Government Access  
 23,1657 Daystar  
 44,1128 C-SPAN  
 48,1032 Jewelry TV  
 58,1058 WDPX  
 81 WWDP (IND)  
 82 QVC  
 89,861,1052 EVINE Live  
 94,3217 RTPi (Portuguese)  
 96 WNEU (TEL)  
 99,1011 WJAR (NBC)  
 183,1067 Jewelry FL  
 184,640 Xfinity Latino Entertainment Channel  
 229,1661 TBN  
 247,1129 C-SPAN2  
 268,1669 CatholicTV  
 283,1097 Leased Access  
 501-550 Music Choice  
 724,986,1195 WUTF LATV  
 791,1034 QVC HD  
 801,1044 WGBX HD (PBS)  
 802,1002 WGBH HD (PBS)  
 803,1068 WBPX HD (ION)  
 804,1004 WBZ HD (CBS)  
 805,1005 WCVB HD (ABC)  
 806,1025 WFXT HD (FOX)  
 807,1007 WHDH HD  
 808,1056 WLVI HD (CW)  
 810,1010 WBTS HD (NBC)  
 813,1062 WMFP HD (IND)  
 814,1038 WSBK HD (MyTV)  
 815,1060 WNEU HD (TEL)  
 816,1066 WUNI HD (UMAS)  
 817,1027 WUTF HD (UNV)  
 818,1046 WWDP HD (IND)  
 819,1036 WSBE HD (PBS)  
 840,1127 NECN HD  
 906,1015 HSN HD  
 930,1165 WBZ Start TV  
 935,1171 WBTS-CoziTV

936,1174 WHDH ThisTV  
 939,1177 WLVI Buzzr  
 942,1180 WCVB MeTV  
 948,1186 WFXT-Escape  
 949,1187 WFXT Laff TV  
 956,1146 WGBH World (PBS)  
 958,1147 WGBX Kids (PBS)  
 959,1148 WGBX Create (PBS)  
 965,1150 WSBE Learn (PBS)  
 983,1192 WNEU TeleXitos

**KIDS & FAMILY**  
 (INCLUDED IN STANDARD, SELECT, SIGNATURE AND SUPER DOUBLE AND TRIPLE PLAY PACKAGES)

24 Disney Channel  
 25 Nickelodeon  
 26 Freeform  
 28 MTV  
 38 TLC  
 54,208 Hallmark Channel  
 60 Cartoon Network  
 83,234,1655 INSP  
 210 National Geographic Channel  
 218 Universal Kids  
 821,1473 National Geographic HD  
 824,1715 Disney Channel HD  
 825,1728 Nickelodeon HD  
 826,1742 Freeform HD  
 827,1606 MTV HD  
 860,1734 Cartoon Network HD  
 867,1450 TLC HD  
 907,1458 Hallmark Channel HD  
 927,1707 Universal Kids HD

**ENTERTAINMENT**  
 (INCLUDED IN STANDARD, SELECT, SIGNATURE AND SUPER DOUBLE AND TRIPLE PLAY PACKAGES)

29 VH1  
 30 FX  
 31 TBS  
 32 HGTV  
 33 TNT  
 34 E!  
 35 USA Network  
 36 Lifetime  
 37 A&E  
 39 Discovery  
 40 Food Network  
 57 Bravo  
 59 AMC  
 61 Comedy Central  
 62 Syfy  
 63 Animal Planet

67 BET  
 68,186 truTV  
 71 HISTORY  
 88,1049 HSN2  
 199 Hallmark Movies & Mysteries  
 200,1757 MoviePlex  
 214 TV One  
 216 Oxygen  
 226 OWN (Oprah Winfrey Network)  
 241 BBC America  
 256 FXX  
 270 LMN  
 788,1456 LMN HD  
 790,1459 Hallmark Movies & Mysteries HD  
 794,1463 Bravo HD  
 823,1449 Discovery HD  
 828,1612 MTV Live HD  
 829,1607 VH1 HD  
 830,1409 FX HD  
 831,1434 TBS HD  
 832,1492 HGTV HD  
 833,1404 TNT HD  
 834,1466 E! HD  
 835,1403 USA Network HD  
 836,1455 Lifetime HD  
 837,1402 A&E HD  
 854,1484 Food Network HD  
 857,1464 OWN HD (Oprah Winfrey Network)  
 858,1435 Comedy Central HD  
 859,1405 AMC HD  
 862,1411 Syfy HD  
 863,1471 Animal Planet HD  
 872,1478 HISTORY HD  
 902,1430 truTV HD  
 905,1625 BET HD  
 912,1626 TV One HD  
 920,1418 BBC America HD  
 921,1465 Oxygen HD  
 924,1410 FXX HD

**SPORTS & NEWS**  
 (INCLUDED IN STANDARD, SELECT, SIGNATURE AND SUPER DOUBLE AND TRIPLE PLAY PACKAGES)

27,251 MSNBC  
 41 FOX News Channel  
 42 CNN  
 43 HLN  
 45 Bloomberg TV  
 46 CNBC  
 47 The Weather Channel  
 49 ESPN  
 50 ESPN2  
 51 NESN  
 52 NBC Sports Boston  
 65 Golf Channel  
 66 NBC Sports Network

84 NESN+  
 85,1256 NBC Sports Boston Overflow  
 249,1130 C-SPAN3  
 250 FOX Sports 1  
 266 Tennis Channel  
 284 FOX Business Network  
 789,1123 FOX Business Network HD  
 795,1121 CNBC HD  
 838,1224 Tennis Channel HD  
 839,1243 MotorTrend Network  
 841,1110 FOX News Channel HD  
 842,1111 CNN HD  
 843,1112 HLN HD  
 844,1122 Bloomberg TV HD  
 847,1102 The Weather Channel HD  
 848,1223 Golf Channel HD  
 849,1205 ESPN HD  
 850,1206 ESPN2 HD  
 851,1250 NESN HD  
 852,1251 NBC Sports Boston HD  
 865,1207 NBC Sports Network HD  
 894,1255 NESN+ HD  
 901,1113 MSNBC HD  
 925,1208 FOX Sports 1 HD  
 1115 Newsmax TV HD

**EXPANDED BASIC**  
 (DIGITAL STARTER INCLUDES LIMITED BASIC AND EXPANDED BASIC)

24 Disney Channel  
 25 Nickelodeon  
 26 Freeform  
 27,251 MSNBC  
 28 MTV  
 29 VH1  
 30 FX  
 31 TBS  
 32 HGTV  
 33 TNT  
 34 E!  
 35 USA Network  
 36 Lifetime  
 37 A&E  
 38 TLC  
 39 Discovery  
 40 Food Network  
 41 FOX News Channel  
 42 CNN  
 43 HLN  
 45 Bloomberg TV  
 46 CNBC  
 47 The Weather Channel  
 49 ESPN  
 50 ESPN2

51 NESN  
 52 NBC Sports Boston  
 53 Travel Channel  
 54,208 Hallmark Channel  
 56,238,1668 EWTN  
 57 Bravo  
 59 AMC  
 61 Comedy Central  
 62 Syfy  
 63 Animal Planet  
 64,1426 TV Land  
 65 Golf Channel  
 66 NBC Sports Network  
 67 BET  
 68,186 truTV  
 71 HISTORY  
 83,234,1655 INSP  
 84 NESN+  
 85,1256 NBC Sports Boston Overflow  
 88,1049 HSN2  
 124,1420 WGN America  
 199 Hallmark Movies & Mysteries  
 200,1757 MoviePlex  
 210 National Geographic Channel  
 214 TV One  
 215 WE tv  
 216 Oxygen  
 218 Universal Kids  
 226 OWN (Oprah Winfrey Network)  
 235 UP  
 241 BBC America  
 249,1130 C-SPAN3  
 250 FOX Sports 1  
 252 Investigation Discovery  
 256 FXX  
 267,1425 GSN  
 270 LMN  
 284 FOX Business Network  
 784,1488 Travel Channel HD  
 788,1456 LMN HD  
 789,1123 FOX Business Network HD  
 790,1459 Hallmark Movies & Mysteries HD  
 794,1463 Bravo HD  
 795,1121 CNBC HD  
 799,1428 WE tv HD  
 821,1473 National Geographic HD  
 823,1449 Discovery HD  
 824,1715 Disney Channel HD  
 825,1728 Nickelodeon HD  
 826,1742 Freeform HD  
 827,1606 MTV HD  
 828,1612 MTV Live HD

829,1607 VH1 HD  
830,1409 FX HD  
831,1434 TBS HD  
832,1492 HGTV HD  
833,1404 TNT HD  
834,1466 E! HD  
835,1403 USA Network HD  
836,1455 Lifetime HD  
837,1402 A&E HD  
839,1243 MotorTrend Network  
841,1110 FOX News Channel HD  
842,1111 CNN HD  
843,1112 HLN HD  
844,1122 Bloomberg TV HD  
847,1102 The Weather Channel HD  
848,1223 Golf Channel HD  
849,1205 ESPN HD  
850,1206 ESPN2 HD  
851,1250 NESN HD  
852,1251 NBC Sports Boston HD  
854,1484 Food Network HD  
857,1464 OWN HD (Oprah Winfrey Network)  
858,1435 Comedy Central HD  
859,1405 AMC HD  
862,1411 Syfy HD  
863,1471 Animal Planet HD  
865,1207 NBC Sports Network HD  
867,1450 TLC HD  
872,1478 HISTORY HD  
894,1255 NESN+ HD  
901,1113 MSNBC HD  
902,1430 truTV HD  
905,1625 BET HD  
907,1458 Hallmark Channel HD  
908,1457 UP HD  
909,1444 Investigation Discovery HD  
912,1626 TV One HD  
920,1418 BBC America HD  
921,1465 Oxygen HD  
924,1410 FXX HD  
925,1208 FOX Sports 1 HD  
927,1707 Universal Kids HD  
1115 Newsmax TV HD

#### DIGITAL PREFERRED

(INCLUDED IN SELECT, SIGNATURE AND SUPER DOUBLE AND TRIPLE PLAY PACKAGES)

53 Travel Channel  
55 Paramount Network  
56,238,1668 EWTN  
60 Cartoon Network  
64,1426 TV Land  
123,1627 ASPIRE  
125,1114 Newsy Live  
137 SEC Network  
138,1322 SEC Network Overflow  
176 Ovation  
180,1624 Cleo  
181,1623 AFRO

182,1427 POP  
187,1637 Revolt  
190,1117 BBC World News  
191,1709 BabyFirst Americas  
193,1477 Smithsonian Channel  
196,1685 Jewish Life Television (JLTV)  
197,1741 STARZ ENCORE Family  
198,1429 ReelzChannel  
201,1440 SundanceTV East  
202,366,1771 FLIX East  
203,1775 STARZ ENCORE Action East  
204,1779 STARZ ENCORE Classic East  
205,1782 STARZ ENCORE Suspense East  
206,1758 IndiePlex  
207,1784 STARZ ENCORE Westerns East  
212 IFC  
213 TCM  
220,1727 Nicktoons  
221,1714 Discovery Family Channel  
222 Disney XD  
223,1702 Nick Jr.  
224,1740 TeenNick  
225,1756 RetroPlex  
227 Science  
228,1729 Nick 2  
230,1497 Discovery Life  
232 Nat Geo WILD  
233 Destination America  
236,1682 The Impact Network  
239,1485 Cooking Channel  
240,1493 DIY Network  
242 VICELAND  
243 fyi  
244,1701 Disney Junior  
248 ESPNews  
253,1480 American Heroes Channel  
254 FOX Sports 2  
255,1236 Outdoor Channel  
257,599 NBA TV  
259 NHL Network  
260,1246 TVG  
261 CBS Sports Network  
265,715 NFL Network  
266 Tennis Channel  
267,1425 GSN  
269 MLB Network  
272,1615 Nick Music  
273,1639 MTV2  
274,1628 BET Her  
275,1630 BET Soul  
276,1619 CMT Music  
277,1614 MTV Classic  
278,1766 FX Movie Channel  
279,1620 Great American Country (GAC)  
280,1633 BET Jams  
281,1439 Logo  
286 ESPN  
326 STARZ ENCORE East

666 HITN  
686 Mnet  
705,1232 NBC Universo  
710,1229 Univision Deportes Network  
711 MTV TR3s  
719 Galavisión  
783,1613 AXS TV  
784,1488 Travel Channel HD  
785,1773 STARZ ENCORE East HD  
792,1716 Disney XD HD  
796,1210 ESPNNews HD  
797,1486 fyi HD  
798,1438 IFC HD  
822,1217 NHL Network HD  
838,1224 Tennis Channel HD  
846,1222 Olympic Channel HD  
853,1215 NFL Network HD  
855,1412 Paramount Network HD  
856,1303 CBS Sports Network HD  
860,1734 Cartoon Network HD  
866,1451 Science HD  
900,1301 ESPN HD  
903,1755 TCM HD  
910,1436 VICELAND HD  
911,1487 Destination America HD  
913,1218 NBA TV HD  
914,1219 MLB Network HD  
915,1462 Ovation HD  
922,1472 Nat Geo WILD HD  
923,1209 FOX Sports 2 HD  
928,1321 SEC Network HD  
1118 i24 News HD  
1495 Z Living HD

#### DEPORTES

678 Latin American Sports  
705 NBC Universo  
708,1230 FOX Deportes  
710,1229 Univision Deportes Network  
720,1231 ESPN Deportes

#### XFINITY TV LATINO

641 TBN Enlace  
642 Telefe  
643 TeleFormula  
644 Pasiones  
645 TV Chile  
646 Nuestra Tele  
647 Video Rola  
648 FOX Life  
649 TVE Internacional  
650 TV Venezuela  
652 Telehit  
653 Ritmoson  
654 Bandamax  
655 De Pelicula  
656 De Pelicula Clasico  
657 SUR Peru  
658 Vme Kids  
659 SUR TV

660 Once Mexico  
661 Multimedios  
662 Mexicana  
666 HITN  
667 Cinema Dinamita  
668 EWTN en Espanol  
670 Ecuavisa  
673 Caracol TV  
674 Canal 52MX  
675 Cine Sony  
678 Latin American Sports  
704 Supercanal  
705,1232 NBC Universo  
706 Discovery en Espanol  
707 Cinelatino  
708,1230 FOX Deportes  
709 CNN en Espanol  
710,1229 Univision Deportes Network  
711 MTV TR3s  
712 ViendoMovies  
713 Cine Mexicano  
716 HISTORY en Espanol  
717 WAPA America  
718 Telemicro Internacional  
719 Galavisión  
720,1231 ESPN Deportes  
722 BabyFirst Americas - Spanish  
723 Centroamerica TV  
725 Discovery Familia  
727 UniMás Alt  
728 Univision Alt  
757 TV Dominicana

#### SPORTS ENTERTAINMENT PACKAGE

(INCLUDED IN SUPER TRIPLE PLAY PACKAGE)

126,1445 Crime & Investigation  
127,1479 Military History Channel  
135,1302 ESPN GoalLine/Bases Loaded  
136,1237 Sportsman Channel  
194,1329 Pac-12 Network  
213 TCM  
248 ESPNNews  
255,1236 Outdoor Channel  
257,599 NBA TV  
259 NHL Network  
260,1246 TVG  
261 CBS Sports Network  
265,715 NFL Network  
269 MLB Network  
282 CMT  
285 BTN  
286 ESPN  
287 NFL RedZone  
796,1210 ESPNNews HD  
822,1217 NHL Network HD  
853,1215 NFL Network HD  
856,1303 CBS Sports Network HD  
864,1608 CMT HD  
882,1313 BTN HD

899,1216 NFL RedZone HD  
900,1301 ESPN HD  
903,1755 TCM HD  
913,1218 NBA TV HD  
914,1219 MLB Network HD

#### PREMIUM CHANNELS

(SHOWTIME AND STARZ CHANNELS INCLUDED WITH SIGNATURE DOUBLE AND TRIPLE PLAY PACKAGES; HBO, SHOWTIME, STARZ, CINEMAX AND THE MOVIE CHANNELS INCLUDED WITH SUPER DOUBLE AND TRIPLE PLAY PACKAGES)

202,366,1771 FLIX East  
301 HBO East  
302 HBO2 East  
303,1806 HBO Signature East  
304,1808 HBO Family East  
305,1810 HBO Comedy East  
306 HBO Zone East  
307 HBO Latino East  
321 STARZ East  
322 STARZ Edge East  
323,1872 Starz In Black East  
324 STARZ Kids & Family East  
325,1876 STARZ Cinema East  
327 STARZ Comedy  
338,1830 5StarMAX  
339,1832 OuterMAX  
340,1828 MovieMax  
341 CINEMAX East  
342,1822 MoreMAX East  
343,1824 ActionMAX East  
344,1826 ThrillerMax East  
361 Showtime East  
362 Showtime 2 East  
363,1846 Showtime Showcase East  
364 Showtime Extreme East  
365,1844 Showtime Beyond East  
381 The Movie Channel East  
382 The Movie Channel Xtra East  
451,1886 Playboy  
773,1814 HBO Latino HD East  
775,1812 HBO Zone HD East  
868,1820 CINEMAX HD East  
870,1802 HBO HD East  
871,1804 HBO2 HD East  
873,1870 STARZ Edge HD  
874,1874 STARZ Kids & Family HD  
875,1868 STARZ East HD  
876,1878 STARZ Comedy HD  
877,1840 Showtime HD East  
878,1842 Showtime 2 HD East  
880,1848 Showtime Extreme HD  
883,1860 The Movie Channel HD East  
884,1862 The Movie Channel Xtra East HD

885,1790 Epix HD (East)

### INTERNATIONAL SELECTIONS

134,685,3285 Willow Plus

679,3280 RAI

International

680,3293 TV Globo

681,3216 SIC

International

682,3210 Premiere

Futebol Clube

688,3294 TV5 Monde

701,3287 ZeeTV

702,3138 CTI Zhong Tian Channel

703,3226 RTN (Russian)

3101 Willow Plus HD

3102 TV Asia HD

3103 ZeeTV HD

3106 SET HD

3109 NDTV 24X7

3110 NDTV (Good)

3135 CCTV4

3137 Phoenix Info News

3139 Phoenix NA

3180 TV JAPAN HD

3185 Saigon Broadcasting Television Network

3194 The Filipino Channel

3195 GMA Pinoy TV

3196 GMA Life TV

3203 TV Polonia

3211,3291 Bandeirantes TV

3212 RecordTV Europa HD

3213 TV Globo HD

3225 RTVI (Russian)

3227 Russian Kino

3228 NTV America

3229 Channel One Russia

3230 Impact TV

3232 RTR PLAN

3233 ROSSIYA

3234 CTC

3245 ART Network

3250 The Israeli Network

3260 DW Deutsche +

3265 TV5 Monde HD

3275 Antenna TV

3281 Mediaset Italia

3286 TV Asia

3289 SET

3290 TV JAPAN

3292 RecordTV

### PAY-PER-VIEW

257,599 NBA TV

399,800,1201 IN DEMAND

PPV HD

400 IN DEMAND PPV BARKER

401 IN DEMAND PPV

402 IN DEMAND PPV 7

435,1888 Penthouse Block

452,1893 Juicy

453,1887 Vivid TV

457,1894 TEN

458,1891 XTSY

459,1890 Hustler TV

601-610 NBA/MLS PPV

612 NBA/MLS PPV HD

621-634 MLB/NHL PPV

635,1370 INDEMAND

MLB/NHL HD

636,1371 INDEMAND

MLB/NHL 2 HD

913,1218 NBA TV HD

1372-1385 MLB/NHL PPV

1387-1397 NBA/MLS PPV

### ON DEMAND

1,1000 Xfinity On Demand

404,1751 Free Movies On Demand

405,1801 HBO On Demand

406 HD On Demand

407 Free HD Channels On Demand

408,1800 HD Premium

Channels On Demand

409 HD Music On Demand

410,1750,1880,1899

Movies On Demand

434,460,1884,1895

PARENTAL

450,1885 Adult On Demand

886-893 Searchlight On Demand

929 Red Sox On Demand

1881,1898 TV On Demand

1882,1897 Music On Demand

1883,1896 SPORTS On Demand

### XFINITY INSTANT TV LATINO

644 Pasiones

658 Vme Kids

667 Cinema Dinamita

675 Cine Sony

706 Discovery en Espanol

707 Cinelatino

709 CNN en Espanol

712 ViendoMovies

713 Cine Mexicano

716 HISTORY en Espanol

719 Galavision

722 BabyFirst Americas -

Spanish

725 Discovery Familia

*A subscription to Limited Basic is required to receive video services unless otherwise indicated. TV Box, TV Adapter, CableCARD or compatible customer owned device is required to receive video services. Channel lineup for outlets with TV Adapters is same as the primary outlet with the following exceptions: premium channels are not available and only the following HD channels with channel numbers above 1000 are available: The Weather Channel, Fox News, CNN, HLN, MSNBC, CNBC, Bloomberg, Fox Business, CSPAN, CSPAN2, CSPAN 3, and your local news stations. Except for Limited Basic only customers, HD programming requires subscription to HD Technology Fee and HD compatible equipment. Channel lineup subject to change. Additional restrictions may apply. See Services & Pricing card for additional information. © 2019 Comcast. All rights reserved.*

87731000: 0520;0530;0570;0600;0610;0630;0660

**For more information visit [xfinity.com/support/local-channel-lineup](http://xfinity.com/support/local-channel-lineup).**





Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

DEP File Number:

**WPA Form 7 – Extension Permit for Orders of Conditions**

214-0643  
34 Nebo St.  
Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
*and the Medfield Wetlands Bylaw, Chapter 290*

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:  
Jeffrey Hyman  
 Name  
1 Metacomet Street  
 Mailing Address  
Medfield MA 02052  
 City/Town State Zip Code

2. Property Owner (if different):  
 Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**B. Authorization**

The Order of Conditions (or Extension Permit) issued to the applicant or property owner listed above on:

June 9, 2016 Issued by: Medfield Conservation Commission  
 Date Conservation Commission

for work at: 34 Nebo Street 45 50  
 Street Address Assessor's Map/Plat Number Parcel/Lot Number

recorded at the Registry of Deeds for:

Norfolk County \_\_\_\_\_  
 County Book Page  
Doc. #: 1358266 Land Court  
 Certificate (if registered land)

is hereby extended until: June 9, 2020 \_\_\_\_\_  
 Date Date the Order was last extended (if applicable)

This date can be no more than 3 years from the expiration date of the Order of Conditions or the latest extension. Only unexpired Orders of Conditions or Extension may be extended.

This Extension Permit must be signed by a majority of the Conservation Commission and a copy sent to the applicant and the appropriate DEP Regional Office

(<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>).

Signatures: \_\_\_\_\_ Date: March 7, 2019  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**WPA Form 7 – Extension Permit for Orders of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**C. Recording Confirmation**

The applicant shall record this document in accordance with General Condition 8 of the Order of Conditions (see below), complete the form attached to this Extension Permit, have it stamped by the Registry of Deeds, and return it to the Conservation Commission.

Note: General Condition 8 of the Order of Conditions requires the applicant, prior to commencement of work, to record the final Order (or in this case, the Extension Permit for the Order of Conditions) in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, it shall be noted in the Registry's Granter Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, it shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done.

Detach this page and submit it to the Conservation Commission prior to the expiration of the Order of Conditions subject to this Extension Permit.

To:

Medfield Conservation Commission  
Conservation Commission

Please be advised that the Extension Permit to the Order of Conditions for the project at:

34 Nebo Street  
Project Location

214-0643  
DEP File Number

has been recorded at the Registry of Deeds of:

Norfolk  
County

for:

Property Owner

and has been noted in the chain of title of the affected property in accordance with General Condition 8 of the original Order of Conditions on:

Date

Book

Page

If recorded land the instrument number which identifies this transaction is:

Instrument Number

If registered land, the document number which identifies this transaction is:

Document Number

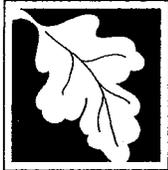
Signature of Applicant



B.S

Medfield Conservation Commission  
459 Main Street, Town House  
Medfield, Massachusetts 02052

**Wetlands, Chapter 290**



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands  
**WPA Form 8B – Certificate of Compliance**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

214-0664  
15 Delaware  
Provided by DEP

**A. Project Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. This Certificate of Compliance is issued to:

Doug McDuff, Landscape America  
Name  
840 Franklin Street  
Mailing Address  
Wrentham MA 02093  
City/Town State Zip Code

2. This Certificate of Compliance is issued for work regulated by a final Order of Conditions issued to:

Doug McDuff, Landscape America  
Name  
June 7, 2018 214-0664  
Dated DEP File Number

3. The project site is located at:

15 Delaware Road Medfield  
Street Address City/Town  
Map 1 Lot 7  
Assessors Map/Plat Number Parcel/Lot Number

the final Order of Condition was recorded at the Registry of Deeds for:

Gil Javier  
Property Owner (if different)  
Norfolk June 8, 2018 36045 87  
County Book Page  
Instrument number 46753  
Certificate

4. A site inspection was made in the presence of the applicant, or the applicant's agent, on:

February 27, 2019 - applicant was present.  
Date



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 8B – Certificate of Compliance**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

214-0664  
 15 Delaware

Provided by DEP

**B. Certification**

Check all that apply:

- Complete Certification:** It is hereby certified that the work regulated by the above-referenced Order of Conditions has been satisfactorily completed.
- Partial Certification:** It is hereby certified that only the following portions of work regulated by the above-referenced Order of Conditions have been satisfactorily completed. The project areas or work subject to this partial certification that have been completed and are released from this Order are:  


---


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- Invalid Order of Conditions:** It is hereby certified that the work regulated by the above-referenced Order of Conditions never commenced. The Order of Conditions has lapsed and is therefore no longer valid. No future work subject to regulation under the Wetlands Protection Act may commence without filing a new Notice of Intent and receiving a new Order of Conditions.
- Ongoing Conditions:** The following conditions of the Order shall continue: (Include any conditions contained in the Final Order, such as maintenance or monitoring, that should continue for a longer period).

Condition Numbers:

Special Condition # 83. See Attached.

**C. Authorization**

Issued by:

Medfield Conservation Commission  
 Conservation Commission

March 7, 2019  
 Date of Issuance

This Certificate must be signed by a majority of the Conservation Commission and a copy sent to the applicant and appropriate DEP Regional Office (See <http://www.mass.gov/dep/about/region/findyour.htm>).

Signatures:

Michael Perloff  
Elizabeth Danally  
Sebastian  
Mary McContry

[Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 8B – Certificate of Compliance**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:  
 214-0664  
 15 Delaware  
 Provided by DEP

**D. Recording Confirmation**

The applicant is responsible for ensuring that this Certificate of Compliance is recorded in the Registry of Deeds or the Land Court for the district in which the land is located.

Detach on dotted line and submit to the Conservation Commission.

To: \_\_\_\_\_  
 \_\_\_\_\_  
 Medfield Conservation Commission  
 Conservation Commission

Please be advised that the Certificate of Compliance for the project at:

15 Delaware Road \_\_\_\_\_ 214-0664 \_\_\_\_\_  
 Project Location DEP File Number

Has been recorded at the Registry of Deeds of:

Norfolk \_\_\_\_\_  
 County

for: \_\_\_\_\_  
 \_\_\_\_\_  
 Property Owner

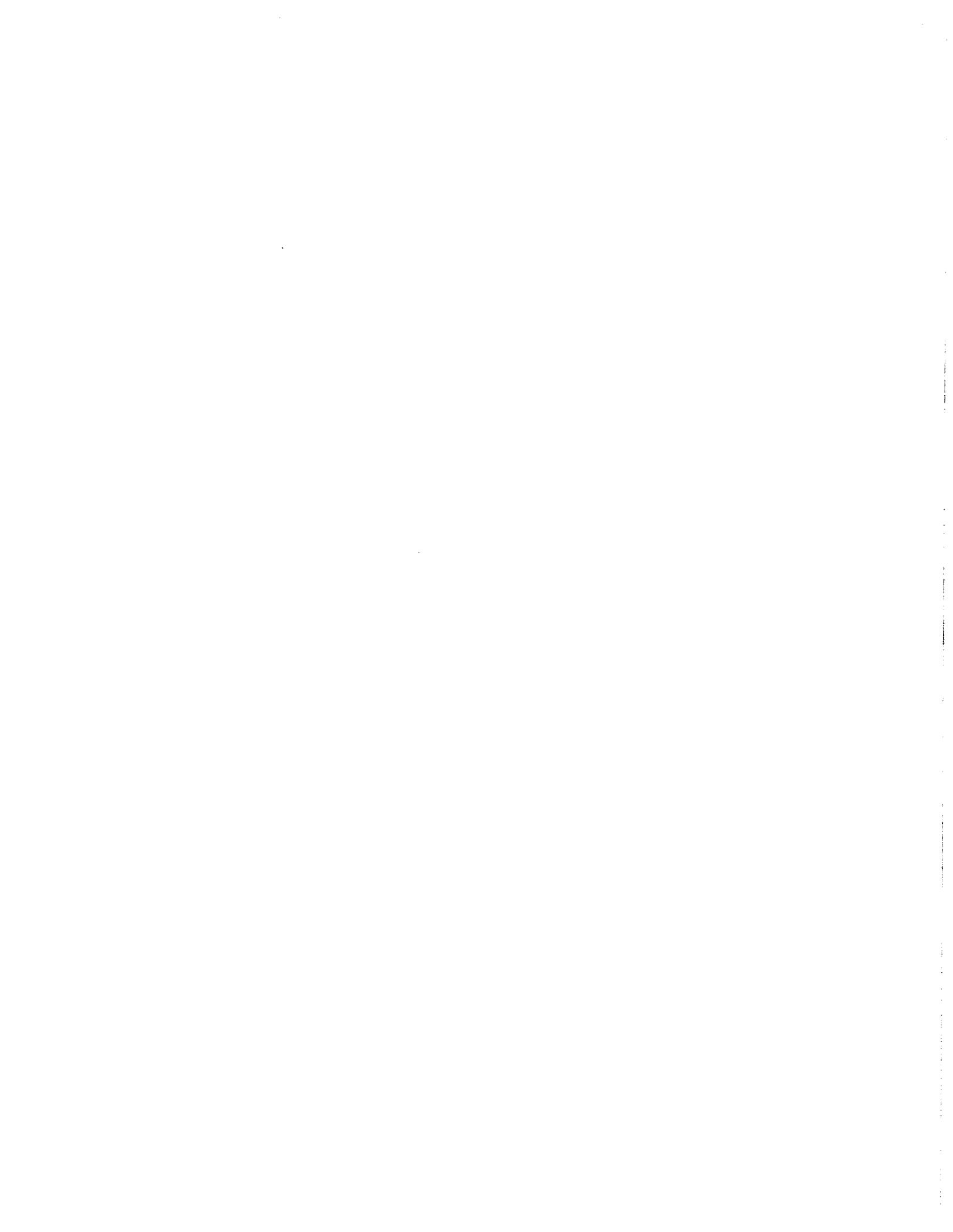
and has been noted in the chain of title of the affected property on:

\_\_\_\_\_

Date	Book	Page
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If recorded land, the instrument number which identifies this transaction is:  
 \_\_\_\_\_

If registered land, the document number which identifies this transaction is:  
 \_\_\_\_\_  
 Document Number  
 \_\_\_\_\_  
 Signature of Applicant





**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
*And the Medfield Wetlands Bylaw,  
 Chapter 290*

Provided by MassDEP:  
 MassDEP File #:214-0664  
 eDEP Transaction  
 #:1022635  
 City/Town: MEDFIELD

**A. General Information**

1. Conservation Commission MEDFIELD
2. Issuance a.  OOC b.  Amended OOC
3. Applicant Details  
 a. First Name DOUG b. Last Name MCDUFF  
 c. Organization LANDSCAPE AMERICA  
 d. Mailing Address 840 FRANKLIN STREET  
 e. City/Town WRENTHAM f. State MA g. Zip Code 02093
4. Property Owner  
 a. First Name GIL JAVIER b. Last Name BARRAGAN MEDINA  
 c. Organization TOWN OF MEDFIELD  
 d. Mailing Address 15 DELAWARE ROAD  
 e. City/Town MEDFIELD f. State MA g. Zip Code 02052
5. Project Location  
 a. Street Address 15 DELAWARE ROAD  
 b. City/Town MEDFIELD c. Zip Code 02052  
 d. Assessors 1 e. Parcel/Lot# 7  
 Map/Plat#  
 f. Latitude 42.15162N g. Longitude 71.33444W
6. Property recorded at the Registry of Deed for:
- | a. County | b. Certificate | c. Book | d. Page |
|-----------|----------------|---------|---------|
| NORFOLK   |                | 35731   | 284     |
7. Dates  
 a. Date NOI Filed : 4/9/2018 b. Date Public Hearing Closed: 5/3/2018 c. Date Of Issuance: 6/7/2018
8. Final Approved Plans and Other Documents  
 a. Plan Title: PROPOSED  
 TENNIS COURT 15  
 DELAWARE ROAD  
 MEDFIELD,  
 MASSACHUSETTS  
 b. Plan Prepared by: GLM ENGINEERING  
 c. Plan Signed/Stamped by: JOYCE E. HASTINGS,  
 CONSULTANTS, INC. #39393  
 d. Revised Final Date: 3/29/2018  
 e. Scale: 1"=20'

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act  
 Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

- |   |  |   |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply  | b. <input checked="" type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution        |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries                 | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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Provided by MassDEP:  
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eDEP Transaction #:1022635  
City/Town: MEDFIELD

g. Ground Water Supply       h. Storm Damage Prevention       i. Flood Control

2. Commission hereby finds the project, as proposed, is:

**Approved** subject to:

a.  The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

**Denied** because:

b.  The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**

c.  The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 50  
a. linear feet

**Inland Resource Area Impacts:(For Approvals Only):**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet
	<u>                    </u>	<u>                    </u>		
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		





**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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eDEP Transaction #:1022635

City/Town:MEDFIELD

22.

Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

\_\_\_\_\_ a. square feet of BVW

\_\_\_\_\_ b. square feet of Salt Marsh

23.

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

\_\_\_\_\_ a. number of new stream crossings

\_\_\_\_\_ b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

**The following conditions are only applicable to Approved projects**

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. the work is a maintenance dredging project as provided for in the Act; or
  - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
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eDEP Transaction #:1022635  
City/Town: MEDFIELD

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"  
[or 'MassDEP']  
File Number : "214-0664"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order (the "Project") is (1)  is not (2)  subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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eDEP Transaction #:1022635

City/Town:MEDFIELD

- construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the



**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
MassDEP File #:214-0664  
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City/Town:MEDFIELD

- 
- prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
  - l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

**Special Conditions:**

SEE ATTACHED.



**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No

2. The Conservation Commission hereby (check one that applies):

a.  DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_ 2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b.  APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw WETLANDS 2. Citation CHAPTER 290

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:  
 SEE ATTACHED.



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 MassDEP File #:214-0664  
 eDEP Transaction #:1022635  
 City/Town: MEDFIELD

**E. Signatures**

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

6/7/2018  
 1. Date of Original Order  
5  
 2. Number of Signers

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Robert Parry, Jr.  
Robert Cright  
Theresa J. Burr

Michael Perloff  
Debra Perloff

by hand delivery on June 7, 2018

by certified mail, return receipt requested, on \_\_\_\_\_

Date

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
MassDEP File #:214-0664  
eDEP Transaction #:1022635  
City/Town:MEDFIELD

**G. Recording Information**

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

MEDFIELD  
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:  
MEDFIELD  
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

15 DELAWARE ROAD  
Project Location

214-0664  
MassDEP File Number

Has been recorded at the Registry of Deeds of:

\_\_\_\_\_  
County Book Page

for:  
Property Owner GIL JAVIER BARRAGAN MEDINA

and has been noted in the chain of title of the affected property in:

\_\_\_\_\_  
Book Page

In accordance with the Order of Conditions issued on:

\_\_\_\_\_  
Date

If recorded land, the instrument number identifying this transaction is:

\_\_\_\_\_  
Instrument Number

If registered land, the document number identifying this transaction is:

\_\_\_\_\_  
Document Number

\_\_\_\_\_  
Signature of Applicant



DEP File No. 214-0664

**ORDER OF CONDITIONS  
with Findings of Facts**

Applicant: Doug McDuff, Landscape America  
Owner: Gil Javier Barragan Medina  
Location of Land: **15 Delaware Road, Medfield, MA 02052**  
**Assessor Map 1, Parcel 7**

The following conditions supplement those on the attached Form 5 and apply to both the Massachusetts Wetlands Protection Act, Chapter 131, Sec. 40, its associated Rules and Regulations, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290 and its associated Rules and Regulations:

**GENERAL CONDITIONS OF THE COMMISSION**

19. This Order of Conditions (Order) applies to the applicant, the owner of the lot described in the Notice of Intent (Land), and the successors and assigns of each. Accordingly, applicant means the applicant, the owner, and the agents, successors, and assigns of each.
20. The work authorized hereunder shall be completed within one year from the date of issue. This Order may be extended by the issuing authority for one or more periods of one year intervals upon written request at least 30 days prior to the expiration date of the Order. [Bylaw]
21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if

the Commission so requests, meet on the site with the Commission, the project supervisor identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or contractor responsible for carrying out the project so that he understands them.

22. This Order shall be included by reference in all contracts, plans and specifications with contractors and subcontractors dealing with the activity proposed in this Order and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications or requirements.
23. The applicant shall notify the Commission in writing within 30 days of any transfer in the title to the Land or any change in contractor or developers before the Certificate of Compliance is issued. The notice shall include the name, address, and telephone numbers of the new owner or new contractor or developer, as well as a statement made under the penalties of perjury that the new owner or new contractor or developer has been provided with a copy of this Order.
24. A copy of this Order shall be available on the Land at all times during the course of the activities described in the Notice of Intent for contractors and subcontractors to review and adhere to and for the Commission, the DEP, or the agents of either to review to check compliance.
25. The applicant shall provide a copy of this Order to the person or persons supervising the activity that is the subject of this Order, and will be responsible for ensuring that all persons performing the permitted activity are fully aware of the terms and conditions of this Order.
26. Any person performing work on the activity that is the subject of this Order is individually responsible for understanding and complying with the requirements of this Order, the Act, 310 CMR 10.00 and the Medfield Wetland Bylaw and Wetland Bylaw Regulations.
27. All work shall conform to the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission.
28. If the applicant changes any aspect of the Notice of Intent, including the plans submitted with it, he shall notify the Commission in writing and shall cease work on the project until receiving a decision from the Commission. If the Commission deems the change significant, the applicant shall submit a new or Amended Notice of Intent, at the discretion of the Commission, with any necessary documentation, and obtain a new or amended Order. If the applicant, the owner, the Commission, or the agents of any of them find any error in the plans or information submitted by the applicant, the error shall be considered a change, and the applicant shall follow the procedures outlined above.

29. The Commission, the DEP, and the agents of either shall have the right to enter and inspect the Land to determine compliance with this Order and the right to require the submission of any data the Commission or DEP deems necessary for that determination. If the Commission or DEP determines, in its sole discretion, that a violation has occurred or is likely to occur, it shall notify the applicant and may order that work shall stop until the Commission or DEP approves measures to correct the violation.

30. It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals.

31. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are shown must be placed or stored outside all resource areas and associated buffer zones under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water.

32. No material of any kind may be buried, placed or dispersed in areas within the jurisdiction of the Commission by activities that are the subject of this Order, except as are expressly permitted by this Order or the plans approved herein.

33. There shall be no pumping of water from wetland resource areas.

34. This Order authorizes only the activity described on the approved plan(s) and approved documents referenced in this Order. Any other or additional activity in areas within the jurisdiction of the Commission will require separate review and approval by the Commission or its agent.

35. If any unforeseen problem occurs during the work activity which affects or may affect any of the interests of the Massachusetts Wetlands Protection Act, ch. 131, sec. 40, or the Medfield Wetlands By-Law, Chapter 290, including but not limited to plans to conduct substantial blasting of bedrock or large rock formations or discovery of unanticipated soil conditions, the applicant shall notify the Commission immediately in writing (or if the Commission discovers the problem, the Commission shall notify the applicant), and the Commission may require an immediate meeting between the Commission, applicant, engineer, and contractor to determine whether any measures should be taken to protect the interests of the Act and, if so, the precise measures. The applicant shall then correct the problem or prevent a possible problem by using the measures that the Commission requires.

36. All biodegradable erosion control barriers (ECB) shall be installed according to the manufacturer's specifications. Any ECB installed as a tube (sock, log, etc.) shall include the installation of an orange construction fence or other highly visible devise, on the upland side of

the tube.

Any silt fence used on a project site shall be entrenched 6 inches into the ground.

Any bales used as an ECB shall be straw bales. The applicant shall provide the Commission with verification that bales are composed of straw. All straw bales shall be double-staked, with one stake angled through the top of a bale into the bottom of the bale next to it to ensure that the bales remain tight against each other. Straw bales shall be entrenched into the ground at least three (3) inches. Where the straw bales are required to be backed by silt fencing, the silt fencing shall be placed immediately on the edge of the bales closer to the resource areas and shall be entrenched six (6) inches into the ground. Grading towards straw bales shall be tapered so that it ends at the base of the bales; the straw bales shall not serve as temporary retaining walls. **Hay bales shall not be used.**

37. Loaming and seeding of all disturbed areas shall occur within 15 days of final grading. Barren areas shall be stabilized by temporary seeding if work on the project is interrupted by more than 30 days, unless the 30 days are in the winter. If the interruption occurs during winter, the applicant shall request, in writing, that the Commission determine whether temporary seeding should be done. Where necessary, the loaming and seeding shall be held in place with jute netting, cheesecloth, or straw. Because of the danger of introducing nutrients into resource areas, an applicant who proposes to use hydroseeding shall notify the Commission in writing and must obtain the written consent of the Commission.

38. Ground disturbed by work activity shall be stabilized with straw of at least three (3) inches in depth, seeding, loaming, suitable stone or other material.

39. All fill and excavated material shall be stockpiled in such a manner or far enough away from the resource area, under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water and at a suitable location to prevent sediment from runoff from entering the resource area.

40. All stumps, brush, solid waste, and other debris shall be removed from the Land, including any found on the Land before the proposed activity begins and any debris specified by the Commission.

41. The applicant shall maintain construction debris and waste materials in compliance with all applicable laws, and shall keep the Land in a clean condition. He shall place refuse in containers at the end of every workday and shall empty them promptly when filled. He shall maintain records of the destination of all materials to be removed from the Land, including stumps, brush, debris, construction waste, excess fill, loam, and peat, and shall make them available to the Commission upon request. The Commission may require that it must approve in advance the disposal of such materials. Refuse, debris, and waste materials shall not be placed or

left within any resource area or within any part of the buffer zone if they may alter the adjacent resource area.

42. During and after work on the project, there shall be no discharge or spillage of fuel, oil, or other pollutants onto any part of the Land. If stored on the Land, toxic materials (e.g., petroleum products, paints, thinners, etc.) shall be locked up at the end of each work day. The applicant shall notify the Commission immediately if any discharge or spillage occurs.

43. In conjunction with the sale or other transfer of the Land or any part of it, the applicant shall submit to the Commission a signed and dated statement by the buyer or transferee that he is aware of resource areas and buffer zones in the vicinity of the property and this Order of Conditions and has received a copy of it.

44. This Order in no way implies, certifies, or guarantees that the property or adjacent or downstream areas will not be subject to flooding, storm damage, or any other form of damage from run-off, ground water, or other water. By accepting this Order, the applicant and owner agree on behalf of themselves and their successors and assigns to indemnify and hold harmless the Town of Medfield, its agents, employees, and residents, and the Commission, the DEP, and the employees, members, and agents of either for any damage caused by alterations undertaken on the Land pursuant to this Order; that the Town of Medfield, its agents, employees, and residents, and the agents, employees, or members of the Commission and the DEP shall not be responsible for maintaining any drainage system or detention or retention basins proposed in the Notice of Intent or required by this Order; and that the Town, its agents, employees, and residents, and the agents, employees and members of the DEP and the Commission shall not be liable for any damage if such systems or basins fail.

45. Every request for waiver or modification of a condition must be made in writing to the Commission, which may require a hearing on the request. No waiver or modification of any condition or any part of one shall be implied from the Commission's failure to discover or to take any action with respect to the applicant's non-compliance with any condition or with any part of one. The Commission's waiver of the applicant's compliance with any part of any condition shall affect only that part of the condition, and in all other respects the condition shall stand as though the waiver had not been made. Similarly, the Commission's waiver of the applicant's compliance with any entire condition shall affect only that condition, and in all other respects this Order shall stand as though the waiver had not been granted.

46. If a court or administrative agency declares any of these conditions or any part of one invalid for any reason, the invalidity shall affect only that condition or part of one declared invalid, and in all other respects the provision shall stand as though the invalid part of the condition had not been made, and no other portion of the condition, no other conditions, nor this Order as a whole shall be affected.

**FINDINGS OF FACTS AND SPECIAL CONDITIONS**

**I. FINDINGS OF FACTS:**

The proposed project approved under this Order of Conditions (Order) is the construction of a tennis court at 15 Delaware Road, Medfield, MA, Assessor Map 1, Parcel 7.

The Notice of Intent was received on April 5, 2018. The final revised site plan is dated March 29, 2018 and received April 5, 2018. Notice of the public hearing was published in the Medfield Press on April 27, 2018. The public hearing was opened on May 3, 2018. The public hearing was closed on May 3, 2018. No one was in attendance to speak for or against the proposed project.

The applicant proposes the installation of a tennis court within the 100-foot buffer zone of a Bordering Vegetated Wetlands (BVW). The 50-Foot No-Disturb Resource Area (Bylaw) is not impacted by the project. The area of disturbance is presently lawn. The applicant proposes to install 22 plants as remediation for working in the 100-foot buffer zone of a BVW. This remediation area shall no longer be maintained as lawn but planted with the various shrubs as listed on the Plan of Record for the project.

The Commission finds that the work is significant to the following interests of the MA Wetlands Protection Act and the Medfield Wetland Bylaw: protection of 1) public and private water supplies, 2) groundwater supply, 3) flood control, 4) storm damage prevention, 5) prevention of pollution, 6) protection of fisheries, and 7) protection of wildlife habitat. The site is hydrologically linked to the Medfield Watershed Protection District and is within the watershed of either the Charles or Neponset Rivers and of the town's water supply wells.

The Bordering Vegetated Wetlands on this property and the other resource areas in this area form an important part of a rich, extensive and beautiful wetlands system that comprises other significant wetlands, marshes, and swamps. Subsequently the Commission finds that the resource areas – Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area - are significant to the following interests under the Act and the Medfield Wetland Bylaw: protection of public and private water supplies, groundwater supply, drainage and flood control, prevention of storm damage, prevention of pollution and protection of fisheries and wildlife habitat. See 310 CMR Sec.10:55 and the Medfield Wetlands Bylaw, Chapter 290.

The Commission's preeminent concerns are protecting Medfield's public water supply and groundwater supply by protecting the Charles and Neponset Rivers, their tributaries, aquifer areas and the associated wetlands--all hydrologically and hydraulically connected with the Sub-Watershed Areas and eventually the Charles and Neponset Rivers watersheds and the Town wellfields--by keeping silt and nutrients out of them; and preserving the flood storage capacity of the Charles and Neponset, their tributaries, and the wetlands and floodplains associated with

them.

The Commission also finds that an undisturbed forest buffer of at least fifty (50) feet between the edge of the area to be disturbed and the resource area (except riverfront area) is necessary to protect the resource areas. Undisturbed buffer zones reduce harm to wetlands / resource areas caused by adjacent development and other activities and provide essential habitat for wetlands species. The effectiveness of buffers increases with width, and buffers less than fifty (50) feet wide are generally ineffective in protecting wetlands. See "The Role and Function of Forest Buffers in the Chesapeake Bay Basin for Nonpoint Source Management," by Forestry Work Group of the Nonpoint Source Subcommittee, Chesapeake Bay Program, EPA Contract No. 68-WO-0043 (Feb. 1993); and the publications cited in the bibliography entitled "General References on Buffers," compiled by Robert Buchsbaum, Massachusetts Audubon Society: North Shore, including without limitation, "Vegetated Buffers in the Coastal Zone: A Summary and Bibliography," by A. Desbonnet *et al.*, Coastal Resources Center Tech. Rep. No. 2064 (Univ. of R.I. Graduate School of Oceanography, Narragansett, R.I., 1994) (concluding that even buffer zones 20 and 30 meters wide remove as little as 70 percent of sediments and pollutants), and "Wetland Buffers: Use and Effectiveness," by A.J. Castelle *et al.*, Washington State Univ. Dep't of Ecology, Pub. No. 92-10 (Olympia, Wash., Feb. 1992).

The Commission finds the work shown on the plan of record will not create significant adverse impact to Bordering Vegetated Wetlands as it is converting grass to an accessory use of a residential single-family home. The lawn in this area shall be no longer maintained as a lawn. Natural vegetation shall be allowed to grow along with the stated mitigation plantings as shown on the Plan of Record.

The Commission finds that the resource areas on site are Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area ( Medfield Wetlands Bylaw, Chapter 290) and its 100-foot buffer zone are significant for protecting ground water, preventing pollution, preventing damage from storms, storing flood waters, protecting fisheries and providing wildlife habitat. See 310 Code Mass. Regs. §§ 10:55, and the Medfield Wetland Bylaw, Chapter 290.

Based on these Findings of Fact, the Commission imposes the following Special Conditions, which supersede any general conditions that conflict with them or that impose lesser requirements:

## II. SPECIAL CONDITIONS:

47. General Condition 10, Page 4 of 10 \* ELECTRONIC COPY, requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it shall read, "Massachusetts Department of Environmental Protection (or MA DEP) File No. 214-0664." That sign shall be located and the lettering made clear enough so that the sign can be

read from the street in front of the proposed project. The sign shall not be attached to a live tree. The sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.

48. Prior to the installation of the erosion control barrier, the applicant shall mark its location at the site. An on-site meeting shall be arranged with the Conservation Agent to determine the exact location of the ECB.

49. A continuous line of an erosion control barrier (ECB) shall be installed along the line marked on the Plan of Record as "Proposed Erosion Control". **Haybales** shall not be used at the site. See Condition # 50.

50. The ECB shall consist of bark mulch sock with an orange construction fence or straw bales and silt fence. The erosion control barrier (ECB) shall be installed according to the manufacturer's specifications.

51. Once installed, the erosion control barrier will be inspected by the Commission or its agent **prior to** any site preparation and/or construction activities.

52. The erosion control barrier mentioned in # 50 and #51 shall mark the limit of regrading, disturbance of the surface, cutting or removal of vegetation, and any other work activity associated with the proposed site work unless otherwise approved in the Order.

53. At any time before, during or after construction, and until the issuance of a Certificate of Compliance, the Commission or its agent may require the applicant to modify, augment, restore or maintain erosion control measures associated with the activity that is the subject of this Order.

54. The applicant shall notify the Conservation Commission at least 48 hours prior to any activity on the site and shall provide the name(s) and telephone number(s) of all person(s) responsible for compliance with this Order.

55. All excess materials from the excavation of the proposed pool shall be removed immediately.

56. Unless otherwise specified in this Order, all work shall conform to the following:

**PLANS:**

A) <u>Title:</u>	Notice of Intent
<u>Dated:</u>	March 20, 2018; received: April 5, 2018
<u>Signed by:</u>	Gil Javier Barragan Medina, owners; Douglas McDuff, applicant; Joyce E. Hastings, representative
<u>on file with:</u>	Medfield Conservation Commission (MCC)

B) Title: "Proposed Tennis Court, 15 Delaware Road, Medfield, Massachusetts"; One Sheet  
Dated: Final Revision Date: March 29, 2018  
Prepared by: GLM Engineering Consultants, Inc.  
 Stamped by Joyce E. Hastings, PLS # 39393  
on file with: MCC

57. For projects involving the construction of a house, an addition to a house or an inground swimming pool/ **tennis court**, once the foundation/court location has been designated on site but **before excavation**, the applicant shall have the location verified by the Commission; and upon completion of the foundation/court submit to the Commission an **as-built interim plan**, at the same scale as the proposed plan of record and stamped and signed by a registered professional engineer, surveyor, or landscape architect, showing, in a solid line, the location and dimensions of the foundation as built; in a broken line, the location and dimensions of the foundation as shown on the plan approved by the Commission and specified above in Special Condition # 56; the limits of all resource areas; the edge of the 100-foot buffer zone bordering each resource area; the limits of any floodplain; the distance in feet between the foundation and the nearest part of a resource area; the location and type of sediment controls; the limits of disturbed area; and contours in two-foot intervals.

58. The applicant shall submit with the foundation/court as-built **interim** plan, a letter stamped and signed by a registered professional engineer, surveyor, or landscape architect stating whether the foundation as constructed differs from the foundation as shown on the plan approved by the Commission and specified above in Condition #56 and, if so, how it differs, whether in location, dimension, distance to the nearest resource area, or otherwise, from the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission. The letter shall also explain the reason for each change from the approved plan.

59. The applicant shall not proceed with framing the foundation or performing finishing tennis court appurtenances until he has received the written authorization of the Commission. In its discretion, the Commission may choose to review the interim plan and letter at a meeting and may require the applicant to attend the meeting.

60. The applicant shall monitor daily, maintain properly, and reinforce or replace as necessary all erosion controls, including without limitation all straw bales, silt fences, and riprap, so that they serve their intended purpose until all adjacent disturbed areas have been stabilized and until the Commission determines that they can or must be removed. The applicant shall notify the Commission promptly and in writing of any deficiencies in erosion controls and of any actions that it has taken or proposes to take to correct the problem, and shall implement all additional erosion and sedimentation controls that it, the Commission, or the DEP finds necessary. The applicant shall remove immediately and by hand any silt or other materials that have entered any

resource area.

61. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, straw bales, erosion control blankets, stone riprap, filter berms, bark mulch socks or any other devices planned for use during construction.
62. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.
63. The area of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and repaired, reinforced or replaced as necessary.
64. Erosion control devices may be modified based upon experience at the site. All such devices shall be inspected, cleaned or replaced during construction and shall remain in place until such time as stabilization of all areas that may impact resource areas is permanent.
65. Refueling, oil changes, and lubrication of all equipment used in construction shall take place outside all areas within the jurisdiction of the Commission unless otherwise indicated on the plan of record.
66. Cement trucks shall not be washed out in any wetland resource or buffer zone area, or into any drainage system. Any deposit of cement or concrete products into a buffer zone or wetland resource area shall be immediately removed.
67. Erosion and sedimentation control devices shall be inspected after each storm event and repaired or replaced as necessary. Any accumulated silt adjacent to the barriers shall be removed.
68. All stockpiles of soils existing for more than one day shall be surrounded by a row of entrenched silt fence, and shall be covered.
69. Erosion control devices shall remain in place and properly functioning until all exposed soils have been stabilized with final vegetative cover and the Conservation Commission and/or its Agent has authorized their removal.
70. Site grading and construction shall be scheduled to avoid periods of high surface water. Once begun, grading and construction shall continue in an expeditious manner to minimize the opportunity for erosion.

71. Grading shall be accomplished so that runoff shall not be directed to the property of others, except as indicated on the approved plan.
72. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource area shown on the Plan and described in the Notice of Intent. This condition shall be referenced in any Certificate of Compliance issued for **15 Delaware Road, Medfield**.
73. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that part of the lawn that is within the buffer zone, and any fertilizers used on that part of the lawn shall be of the slow-release organic granular type, low-nitrogen variety. This condition shall be referenced in any Certificate of Compliance issued for **15 Delaware Road, Medfield**
74. The "Findings of Facts" are incorporated as special condition #74 and given equal status as such.
75. Within thirty (30) days upon completion of construction and final soil stabilization, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):
- (1) A Completed Request for a Certificate of Compliance form (WPA Form 8A) or a written request to the Commission for a Certificate of Compliance.
  - (2) A letter, signed under the penalties of perjury, from a Registered Professional Engineer certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.
  - (3) Two "As-Built" plans signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act and the Medfield Wetlands Protection Bylaw. This plan shall include at a minimum:
    - (a) All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this Order of Conditions and at the same scale as the proposed plan of record;
    - (b) Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, dry wells, and raised bounds, constructed under this Order within any wetland resource area or buffer zone;

- (c) Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
- (d) A line delineating the limit of work, ECB location and wetlands line with flag numbers, - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;
- (e) Final grading elevations shown at 2-foot intervals;
- (f) Any other items, elevations or distances the Commission may specify to ensure compliance with this Order.

76. After inspection and approval by the Commission or its agent, the applicant shall promptly remove any erosion controls, including without limitation straw bales or silt fencing, that the Commission deems no longer necessary for protecting the resource areas, and shall properly dispose of them, as well as all silt, debris, or other run-off that they have retained, outside the resource areas and 100-foot buffer zone.

77. Pesticides, herbicides, fungicides, and fertilizers **shall not be used** within 100 feet of the wetlands. Organic pesticides, herbicides, fungicides and fertilizers may be used subject to the review and approval of the Conservation Commission. This shall be noted in the Certificate of Compliance and shall be an ongoing condition.

78. De-icing chemicals (e.g. sodium, potassium, and calcium chloride) are prohibited on driveways located in wetland resource areas and buffer zones. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

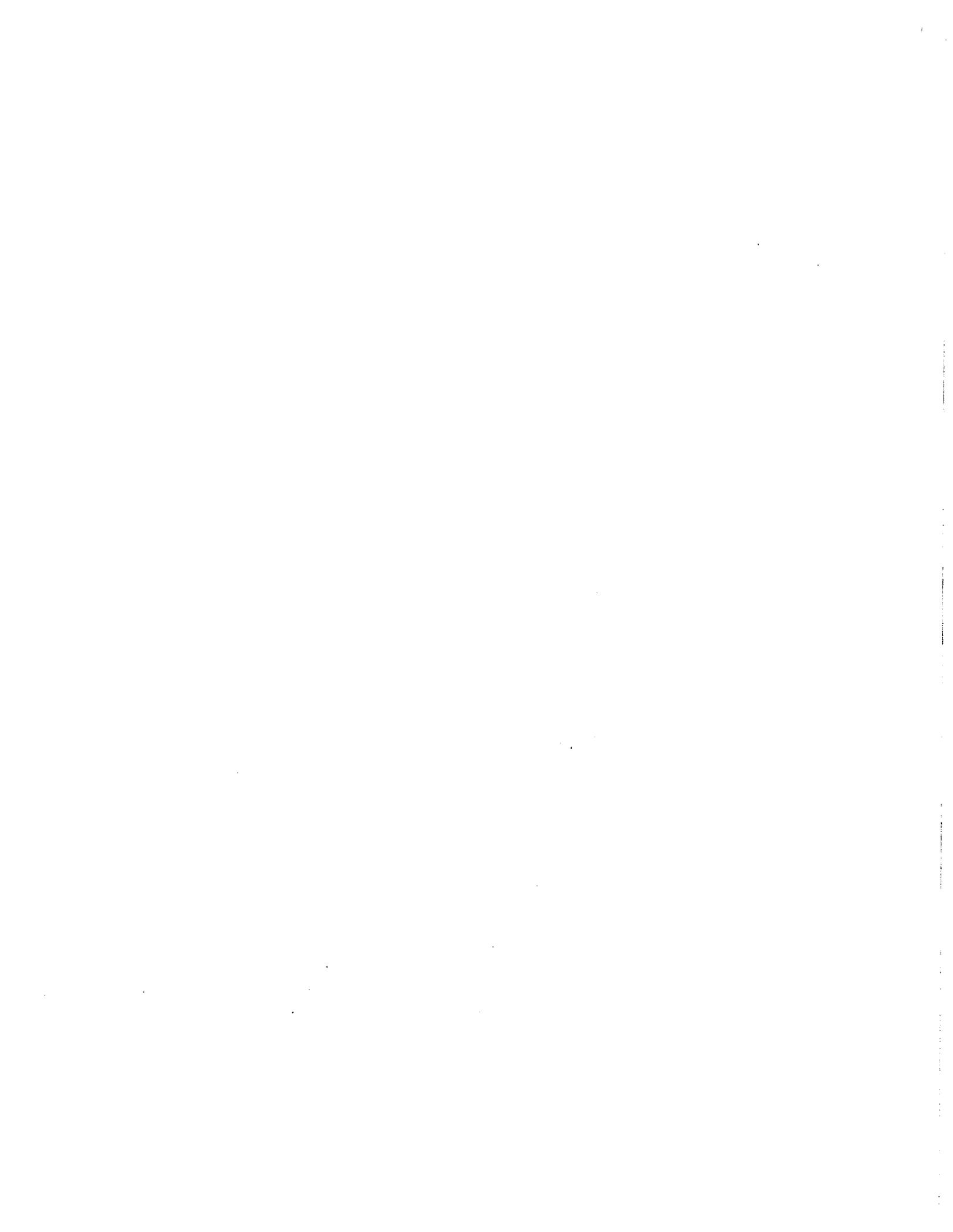
79. Only slow-release organic granular type, low-nitrogen fertilizers shall be used within the wetland buffer zone. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

80. Dumping Prohibited: There shall be no dumping of leaves, grass clippings, brush, or other debris into the wetland resource area. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

81. Additional Alteration Prohibited: There shall be no additional alterations of areas under Conservation Commission jurisdiction without the required review and permit(s). This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

82. Prior to the issuance of a Certificate of Compliance and/or upon the sale of the property to subsequent owners, the owner shall provide a letter to the Conservation Commission acknowledging that he/she understands the wetland restrictions bound to this property. A copy of this letter shall accompany the written request for a Certificate of Compliance. This condition shall be an ongoing condition and **shall be recorded in the deed and on subsequent deeds.**

83. The following conditions: 72, 73, 77, 78, 79, 80, 81, and 82 shall run with the Land and be binding in perpetuity on all successors in title and assigns of the applicant. This Condition shall be noted on any Certificates of Compliance issued for this Order.





Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

*and the Medfield Wetlands Bylaw - Chapter 29D*

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield Conservation Commission  
Conservation Commission

To: Applicant

Jason Kruckas, DCAMM  
Name  
220 Old Common Road  
Mailing Address  
Lancaster MA 01523  
City/Town State Zip Code

Property Owner (if different from applicant):

Commonwealth of Massachusetts  
Name  
  
  
Mailing Address  
  
  
City/Town State Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Parcel A-1 (portion) Field Maintenance Medfield State Hospital October, 2018  
Title Date  
  
\_\_\_\_\_  
Title Date  
  
\_\_\_\_\_  
Title Date

2. Date Request Filed:

October 23, 2018

**B. Determination**

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The applicant proposes to mowing an existing field, removing siltation fence, installing a fence and security gate.

Project Location:

Hospital Road  
Street Address  
71  
Assessors Map/Plat Number

Medfield  
City/Town  
18  
Parcel/Lot Number



# WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

### Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

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- 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

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- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

\_\_\_\_\_  
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Ordinance or Bylaw Citation



## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
- 
7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- Alternatives limited to the lot on which the project is located.
  - Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
  - Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
  - Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

### Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).  
See Attached.
- 

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 2 – Determination of Applicability**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Determination (cont.)**

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

**C. Authorization**

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on  by certified mail, return receipt requested on

February 7, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see

<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

*Michael P. Kelly*  
*Robert D. Dyer*  
*Debra P. Piro*  
*Patricia M. ...*

*M. McCarthy*

February 7, 2019

Date



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

## **WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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### **D. Appeals**

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



**NEGATIVE**  
**DETERMINATION OF APPLICABILITY**  
Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40  
Medfield Wetlands Bylaw, Chapter 290

Applicant: **Jason Kruckas, DCAMM**

Location of Project: Hospital Road, Parcel A-1  
Medfield, MA 02052

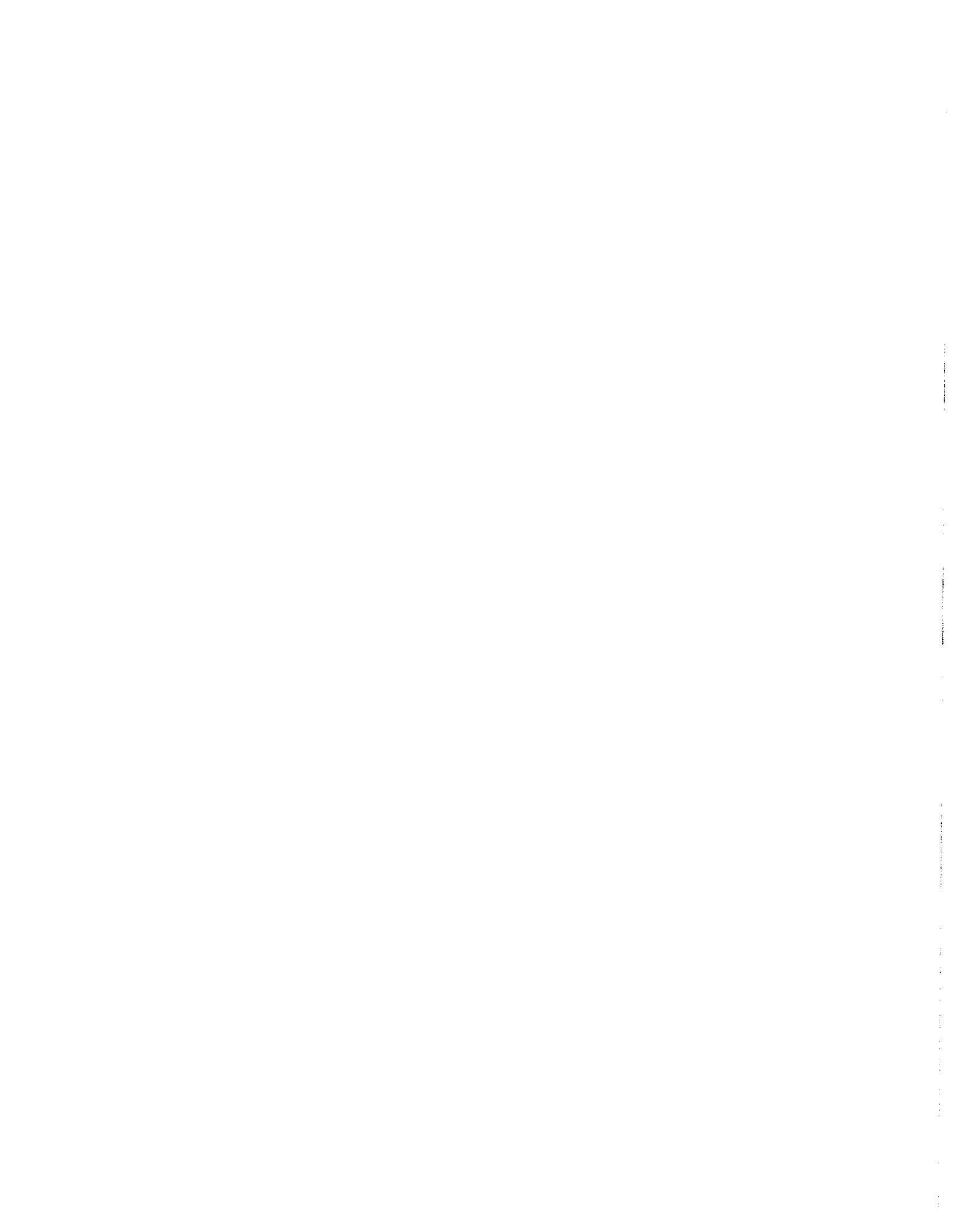
**PROJECT DESCRIPTION**

The applicants propose to mow an existing field, remove silt fence, install a fence and security gate. Some of the work is within the 50-Foot Resource Area (Bylaw) and 100-Foot Buffer Zone of a Bordering Vegetated Wetlands and Bank and Riverfront Area of an unnamed perennial stream.

**SPECIAL CONDITIONS**

1. All work shall conform to
  - A. Title: Request for Determination of Applicability
  - Dated: October 11, 2018; Received: October 23, 2018
  - Signed by: Jason Kruckas, DCAMM and Briscoe Lang, Pare Corporation
  - on file with: Medfield Conservation Commission
2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. All work equipment related to the proposed project shall enter the site using the existing driveway/parking lot.
4. Erosion controls are waived for this project.
5. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the garden within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.
6. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.

7. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
8. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.





Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

*and the Medfield Wetlands Bylaw - Chapter 290*

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield Conservation Commission  
Conservation Commission

To: Applicant

Jennifer and Stephan Slesar  
Name  
29 Noon Hill Road  
Mailing Address  
Medfield MA 02052  
City/Town State Zip Code

Property Owner (if different from applicant):

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City/Town State Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

N/A \_\_\_\_\_  
Title Date  
\_\_\_\_\_  
Title Date  
\_\_\_\_\_  
Title Date

2. Date Request Filed:

November 1, 2018

**B. Determination**

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The applicants propose to plant approximately 12 to 15 trees along the property lot line with 25 Noon Hill Road.

Project Location:

29 Noon Hill Road  
Street Address  
16  
Assessors Map/Plat Number

Medfield  
City/Town  
052  
Parcel/Lot Number



# WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

### Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

\_\_\_\_\_  
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 2 – Determination of Applicability**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Determination (cont.)**

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
- 
7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- Alternatives limited to the lot on which the project is located.
  - Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
  - Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
  - Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

**Negative Determination**

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).  
See Attached.
- 

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 2 – Determination of Applicability**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Determination (cont.)**

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

**C. Authorization**

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on  by certified mail, return receipt requested on

February 7, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see

<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

*Michael Perloff*  
 \_\_\_\_\_  
*Robert Dyer*  
 \_\_\_\_\_  
*Deborah Reid*  
 \_\_\_\_\_  
*M. McCauley*  
 \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

February 7, 2019

Date



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

## **WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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### **D. Appeals**

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



**NEGATIVE  
DETERMINATION OF APPLICABILITY**  
Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40  
Medfield Wetlands Bylaw, Chapter 290

Applicant: **Jennifer and Stephan Slesar**

Location of Project: 29 Noon Hill Road  
Medfield, MA 02052

**PROJECT DESCRIPTION**

The applicants propose to plant 12 to 15 trees within the 50-Foot Resource Area (Bylaw) and 100-Foot Buffer Zone of a Bordering Vegetated Wetlands.

**SPECIAL CONDITIONS**

1. All work shall conform to
  - A. Title: Request for Determination of Applicability
  - Dated: Signed: November 1, 2018; Received: November 1, 2018
  - Signed by: Jennifer Slesar
  - on file with: Medfield Conservation Commission
2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. All work equipment related to the proposed project shall enter the site using the existing driveway/parking lot.
4. Erosion controls are waived for this project.
5. All plantings shall be performed by a landscape specialist.
6. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the garden within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.
7. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.

8. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
9. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.





Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
*and the Medfield Wetlands Bylaw - Chapter 290*

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield Conservation Commission  
Conservation Commission

To: Applicant

Sal Sprofera  
Name  
3 Chestnut Lane  
Mailing Address  
Medfield MA 02052  
City/Town State Zip Code

Property Owner (if different from applicant):

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City/Town State Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

N/A  
Title Date  
\_\_\_\_\_  
Title Date  
\_\_\_\_\_  
Title Date

2. Date Request Filed:

November 1, 2018

**B. Determination**

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The applicants propose to remove 6 white piines and 2 small oak trees that are close to the house. The stumps shall remain in place so that the ground is not disturbed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Location:

3 Chestnut Lane  
Street Address  
75  
Assessors Map/Plat Number

Medfield  
City/Town  
015  
Parcel/Lot Number



# WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

### Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

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- 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

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- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
- 
7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- Alternatives limited to the lot on which the project is located.
  - Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
  - Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
  - Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

#### Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).  
See Attached.
- 

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Determination (cont.)**

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

**C. Authorization**

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on

- by certified mail, return receipt requested on

February 7, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see

<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

*Michael Perloff*  
*Robert Ayala*  
*Deborah Bero*

*Pat Kennedy*  
*M. McCarthy*

February 7, 2019

Date



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

## **WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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### **D. Appeals**

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



**NEGATIVE  
DETERMINATION OF APPLICABILITY**

Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40  
Medfield Wetlands Bylaw, Chapter 290

**Applicant:**                **Sal Sprofera**

**Location of Project:** 3 Chestnut Lane  
Medfield, MA 02052

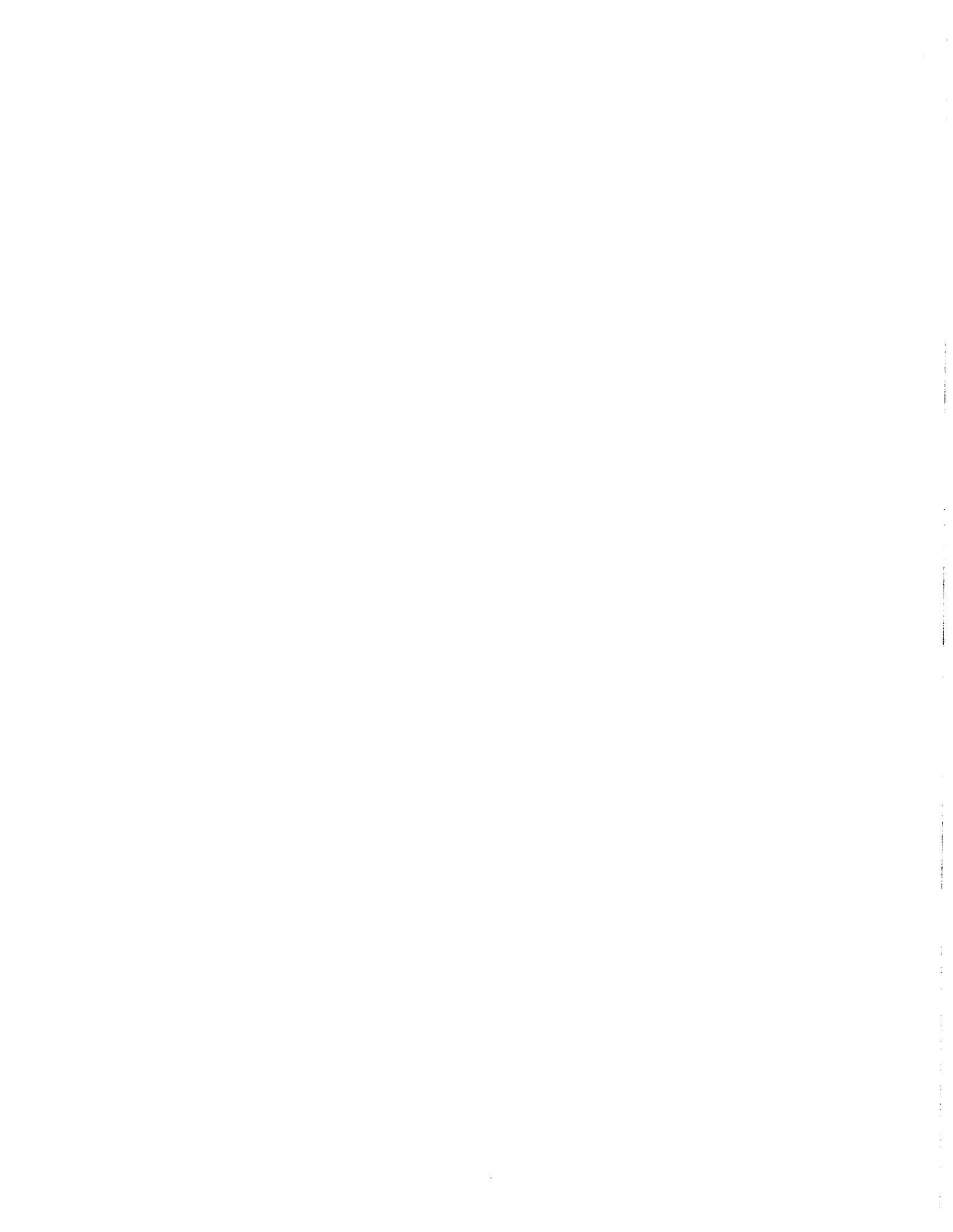
**PROJECT DESCRIPTION**

The applicants propose to remove 6 white pines and 2 small oak trees within 100-Foot Buffer Zone of a Bordering Vegetated Wetlands.

**SPECIAL CONDITIONS**

1. All work shall conform to
  - A. Title: Request for Determination of Applicability
  - Dated: Signed: November 1, 2018; Received: November 1, 2018
  - Signed by: Sal Sprofera
  - on file with: Medfield Conservation Commission
2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. All work equipment related to the proposed project shall enter the site using the existing driveway/parking lot.
4. Erosion controls are waived for this project.
5. All tree removal shall be performed by a licensed tree specialist.
6. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the garden within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.
7. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.

8. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
9. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

*and the Medfield Wetlands Bylaw - Chapter 290*

Provided by MassDEP:

MassDEP File #:214-0667

eDEP Transaction #:1089987

City/Town:MEDFIELD

**A. General Information**

1. Conservation Commission MEDFIELD

2. Issuance a.  OOC b.  Amended OOC

3. Applicant Details

a. First Name GERALD b. Last Name MCCARTHY

c. Organization EVERGREEN WAY, LLC

d. Mailing Address 124 BRIDGE STREET

e. City/Town DEDHAM f. State MA g. Zip Code 02026

4. Property Owner

a. First Name GERALD b. Last Name MCCARTHY

c. Organization EVERGREEN WAY, LLC

d. Mailing Address 124 BRIDGE STREET

e. City/Town DEDHAM f. State MA g. Zip Code 02026

5. Project Location

a. Street Address 11 NEBO STREET

b. City/Town MEDFIELD c. Zip Code 02052

d. Assessors 52 e. Parcel/Lot# 105

Map/Plat#

f. Latitude 42-1115N g. Longitude 71.28323W

6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
NORFOLK		630	095

7. Dates

a. Date NOI Filed : 2/7/2019 b. Date Public Hearing Closed: 2/21/2019 c. Date Of Issuance: 3/7/2019

8. Final Approved Plans and Other Documents

a. Plan Title: b. Plan Prepared by: c. Plan Signed/Stamped by: d. Revised Final Date: e. Scale:

SITE  
DEVELOPMENT  
PLAN 11 NEBO  
STREET  
MEDFIELD,  
MASSACHUSETTS  
FOR EVERGREEN  
WAY, LLC 124  
BRIDGE STREET  
DEDHAM,  
MASSACHUSETTS  
DATE, FEBRUARY  
4, 2019

UNITED CARLOS A. QUINTAL,  
CONSULTANTS INC. #30812 February 4, 2019 1"=40'

**B. Findings**

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:214-0667

eDEP Transaction #:1089987

City/Town:MEDFIELD

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. <input checked="" type="checkbox"/> Public Water Supply	b. <input checked="" type="checkbox"/> Land Containing Shellfish	c. <input checked="" type="checkbox"/> Prevention of Pollution
d. <input checked="" type="checkbox"/> Private Water Supply	e. <input checked="" type="checkbox"/> Fisheries	f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat
g. <input checked="" type="checkbox"/> Ground Water Supply	h. <input checked="" type="checkbox"/> Storm Damage Prevention	i. <input checked="" type="checkbox"/> Flood Control

2. Commission hereby finds the project, as proposed, is:

**Approved** subject to:

- a.  The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

**Denied** because:

- b.  The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

- 3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 40  
a. linear feet

**Inland Resource Area Impacts:(For Approvals Only):**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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 City/Town: MEDFIELD

	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Cubic Feet Flood Storage	a. square feet	b. square feet	c. square feet	d. square feet
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                    </u>	<u>                    </u>		
Cubic Feet Flood Storage	a. square feet	b. square feet		
	<u>                    </u>	<u>                    </u>		
	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u>                    </u>	<u>                    </u>		
Sq ft within 100 ft	a. total sq. feet	b. total sq. feet		
	<u>                    </u>	<u>                    </u>		
Sq ft between 100-200 ft	c. square feet	d. square feet	e. square feet	f. square feet
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	g. square feet	h. square feet	i. square feet	j. square feet
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

**Coastal Resource Area Impacts:**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		
	<u>                    </u>	<u>                    </u>		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. <input type="checkbox"/> Coastal Dunes	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. <input type="checkbox"/> Coastal Banks	<u>                    </u>	<u>                    </u>		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		
	<u>                    </u>	<u>                    </u>		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet

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20.  Fish Runs

Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

                                           
c. c/y dredged d. c/y dredged

21.  Land Subject to Coastal Storm Flowage

                                           
a. square feet b. square feet

22.

Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

                      
a. square feet of BVW

                      
b. square feet of Salt Marsh

23.

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

                      
a. number of new stream crossings

                      
b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

**The following conditions are only applicable to Approved projects**

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. the work is a maintenance dredging project as provided for in the Act; or
  - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  

" Massachusetts Department of Environmental Protection"  
[or 'MassDEP']  
File Number : "214-0667"
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order(the "Project") is (1)  is not (2)  subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
  - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period

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erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.* the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.* the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
  - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission")

**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
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upon request; and

3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

**Special Conditions:**

SEE ATTACHED.

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No

2. The Conservation Commission hereby (check one that applies):

a.  DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_

2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b.  APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw WETLANDS

2. Citation CHAPTER 290

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:  
SEE ATTACHED.

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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Provided by MassDEP:  
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**E. Signatures**

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

3/7/2019  
1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

5  
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant,

Signatures: *Michael Corbett*  
*George H. Daniels Jr.*  
*Debra F. 10*

*Mary McCarthy*  
*John Kennedy*

by hand delivery on

by certified mail, return receipt requested, on

Date March 12, 2019

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
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Provided by MassDEP:  
MassDEP File #:214-0667  
eDEP Transaction #:1089987  
City/Town:MEDFIELD

**G. Recording Information**

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

MEDFIELD  
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:  
MEDFIELD  
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

11 NEBO STREET  
Project Location

214-0667  
MassDEP File Number

Has been recorded at the Registry of Deeds of:

<u>County</u>	<u>Book</u>	<u>Page</u>
---------------	-------------	-------------

for:  
Property Owner GERALD MCCARTHY

and has been noted in the chain of title of the affected property in:

<u>Book</u>	<u>Page</u>
-------------	-------------

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Rev. 4/1/2010

ORDER OF CONDITIONS  
with Findings of Fact

DEP File No. **214-0667**

Applicant: Gerald McCarthy  
Owner: Same  
Location of Land: **11 Nebo Street, Medfield, MA 02052**  
**Assessor Map 52, Parcel 105**

The following conditions supplement those on the attached Form 5 and apply to both the Massachusetts Wetlands Protection Act, Chapter 131, Sec. 40, its associated Rules and Regulations, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290 and its associated Rules and Regulations:

**GENERAL CONDITIONS OF THE COMMISSION**

19. This Order of Conditions (Order) applies to the applicant, the owner of the lot described in the Notice of Intent (Land), and the successors and assigns of each. Accordingly, applicant means the applicant, the owner, and the agents, successors, and assigns of each.

20. The work authorized hereunder shall be completed within one year from the date of issue. This Order may be extended by the issuing authority for one or more periods of one year intervals upon written request at least 30 days prior to the expiration date of the Order. [Bylaw]

21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if the Commission so requests, meet on the site with the Commission, the project supervisor identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or contractor responsible for carrying out the project so that he understands them.

22. This Order shall be included by reference in all contracts, plans and specifications with contractors and subcontractors dealing with the activity proposed in this Order and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications or requirements.

23. The applicant shall notify the Commission in writing within 30 days of any transfer in the title to the Land or any change in contractor or developers before the Certificate of Compliance is issued. The notice shall include the name, address, and telephone numbers of the new owner or new contractor or developer, as well as a statement made under the penalties of perjury that the new owner or new contractor or developer has been provided with a copy of this Order.

24. A copy of this Order shall be available on the Land at all times during the course of the activities described in the Notice of Intent for contractors and subcontractors to review and adhere to and for the Commission, the DEP, or the agents of either to review to check compliance.

25. The applicant shall provide a copy of this Order to the person or persons supervising the activity that is the subject of this Order, and will be responsible for ensuring that all persons performing the permitted activity are fully aware of the terms and conditions of this Order.

26. Any person performing work on the activity that is the subject of this Order is individually responsible for understanding and complying with the requirements of this Order, the Act, 310 CMR 10.00 and the Medfield Wetland Bylaw and Wetland Bylaw Regulations.

27. All work shall conform to the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission.

28. If the applicant changes any aspect of the Notice of Intent, including the plans submitted with it, he shall notify the Commission in writing and shall cease work on the project until receiving a decision from the Commission. If the Commission deems the change significant, the applicant shall submit a new or Amended Notice of Intent, at the discretion of the Commission, with any necessary documentation, and obtain a new or amended Order. If the applicant, the owner, the Commission, or the agents of any of them find any error in the plans or information submitted by the applicant, the error shall be considered a change, and the applicant shall follow the procedures outlined above.

29. The Commission, the DEP, and the agents of either shall have the right to enter and inspect the Land to determine compliance with this Order and the right to require the submission of any data the Commission or DEP deems necessary for that determination. If the Commission or DEP determines, in its sole discretion, that a violation has occurred or is likely to occur, it shall notify the applicant and may order that work shall stop until the Commission or DEP

approves measures to correct the violation.

30. It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals.

31. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are shown must be placed or stored outside all resource areas and associated buffer zones under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water.

32. No material of any kind may be buried, placed or dispersed in areas within the jurisdiction of the Commission by activities that are the subject of this Order, except as are expressly permitted by this Order or the plans approved herein.

33. There shall be no pumping of water from wetland resource areas.

34. This Order authorizes only the activity described on the approved plan(s) and approved documents referenced in this Order. Any other or additional activity in areas within the jurisdiction of the Commission will require separate review and approval by the Commission or its agent.

35. If any unforeseen problem occurs during the work activity which affects or may affect any of the interests of the Massachusetts Wetlands Protection Act, ch. 131, sec. 40, or the Medfield Wetlands By-Law, Chapter 290, including but not limited to plans to conduct substantial blasting of bedrock or large rock formations or discovery of unanticipated soil conditions, the applicant shall notify the Commission immediately in writing (or if the Commission discovers the problem, the Commission shall notify the applicant), and the Commission may require an immediate meeting between the Commission, applicant, engineer, and contractor to determine whether any measures should be taken to protect the interests of the Act and, if so, the precise measures. The applicant shall then correct the problem or prevent a possible problem by using the measures that the Commission requires.

36. All biodegradable erosion control barriers (ECB) shall be installed according to the manufacturer's specifications. Any ECB installed as a tube (sock, log, etc.) shall include the installation of an orange construction fence or other highly visible devise, on the upland side of the tube.

Any silt fence used on a project site shall be entrenched 6 inches into the ground.

Any bales used as an ECB shall be straw bales. The applicant shall provide the Commission

with verification that bales are composed of straw. All straw bales shall be double-staked, with one stake angled through the top of a bale into the bottom of the bale next to it to ensure that the bales remain tight against each other. Straw bales shall be entrenched into the ground at least three (3) inches. Where the straw bales are required to be backed by silt fencing, the silt fencing shall be placed immediately on the edge of the bales closer to the resource areas and shall be entrenched six (6) inches into the ground. Grading towards straw bales shall be tapered so that it ends at the base of the bales; the straw bales shall not serve as temporary retaining walls. **Hay bales shall not be used.**

37. Loaming and seeding of all disturbed areas shall occur within 15 days of final grading. Barren areas shall be stabilized by temporary seeding if work on the project is interrupted by more than 30 days, unless the 30 days are in the winter. If the interruption occurs during winter, the applicant shall request, in writing, that the Commission determine whether temporary seeding should be done. Where necessary, the loaming and seeding shall be held in place with jute netting, cheesecloth, or straw. Because of the danger of introducing nutrients into resource areas, an applicant who proposes to use hydroseeding shall notify the Commission in writing and must obtain the written consent of the Commission.

38. Ground disturbed by work activity shall be stabilized with straw of at least three (3) inches in depth, seeding, loaming, suitable stone or other material.

39. All fill and excavated material shall be stockpiled in such a manner or far enough away from the resource area, under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water and at a suitable location to prevent sediment from runoff from entering the resource area.

40. All stumps, brush, solid waste, and other debris shall be removed from the Land, including any found on the Land before the proposed activity begins and any debris specified by the Commission.

41. The applicant shall maintain construction debris and waste materials in compliance with all applicable laws, and shall keep the Land in a clean condition. He shall place refuse in containers at the end of every workday and shall empty them promptly when filled. He shall maintain records of the destination of all materials to be removed from the Land, including stumps, brush, debris, construction waste, excess fill, loam, and peat, and shall make them available to the Commission upon request. The Commission may require that it must approve in advance the disposal of such materials. Refuse, debris, and waste materials shall not be placed or left within any resource area or within any part of the buffer zone if they may alter the adjacent resource area.

42. During and after work on the project, there shall be no discharge or spillage of fuel, oil, or other pollutants onto any part of the Land. If stored on the Land, toxic materials (e.g., petroleum

products, paints, thinners, etc.) shall be locked up at the end of each work day. The applicant shall notify the Commission immediately if any discharge or spillage occurs.

43. In conjunction with the sale or other transfer of the Land or any part of it, the applicant shall submit to the Commission a signed and dated statement by the buyer or transferee that he is aware of resource areas and buffer zones in the vicinity of the property and this Order of Conditions and has received a copy of it.

44. This Order in no way implies, certifies, or guarantees that the property or adjacent or downstream areas will not be subject to flooding, storm damage, or any other form of damage from run-off, ground water, or other water. By accepting this Order, the applicant and owner agree on behalf of themselves and their successors and assigns to indemnify and hold harmless the Town of Medfield, its agents, employees, and residents, and the Commission, the DEP, and the employees, members, and agents of either for any damage caused by alterations undertaken on the Land pursuant to this Order; that the Town of Medfield, its agents, employees, and residents, and the agents, employees, or members of the Commission and the DEP shall not be responsible for maintaining any drainage system or detention or retention basins proposed in the Notice of Intent or required by this Order; and that the Town, its agents, employees, and residents, and the agents, employees and members of the DEP and the Commission shall not be liable for any damage if such systems or basins fail.

45. Every request for waiver or modification of a condition must be made in writing to the Commission, which may require a hearing on the request. No waiver or modification of any condition or any part of one shall be implied from the Commission's failure to discover or to take any action with respect to the applicant's non-compliance with any condition or with any part of one. The Commission's waiver of the applicant's compliance with any part of any condition shall affect only that part of the condition, and in all other respects the condition shall stand as though the waiver had not been made. Similarly, the Commission's waiver of the applicant's compliance with any entire condition shall affect only that condition, and in all other respects this Order shall stand as though the waiver had not been granted.

46. If a court or administrative agency declares any of these conditions or any part of one invalid for any reason, the invalidity shall affect only that condition or part of one declared invalid, and in all other respects the provision shall stand as though the invalid part of the condition had not been made, and no other portion of the condition, no other conditions, nor this Order as a whole shall be affected.

**FINDINGS OF FACTS AND SPECIAL CONDITIONS**

**I. FINDINGS OF FACTS:**

The proposed project approved under this Order of Conditions (Order) is the demolition of an existing single-family house and garage, construction of a new single-family house including a utilities, driveway, and landscaping and the removal of an in-ground swimming pool at 11 Nebo Street, Medfield, MA, Assessor Map 52, Parcel 105.

The Notice of Intent was received on February 7, 2019. The final site plan, dated February 4, 2019, was received February 7, 2019. Notice of the public hearing was published in the Medfield Press on February 19, 2019. The public hearing was held on February 21, 2019. The public hearing was closed on February 21, 2019. No one was in attendance to speak for or against the proposed project.

The applicant proposes the demolition of a single-family dwelling and construction of a new single-family dwelling located within the 100-foot buffer zone of a Bordering Vegetated Wetlands (BVW). The construction of an in-ground swimming pool is outside of the 100-foot BVW buffer zone. Grading, landscaping and erosion controls are located in the 100-foot buffer zone of a Bordering Vegetated Wetlands. A large brush pile of organic debris along the south side of the property will be removed from the site. Once the brush pile is removed, the applicant will install raised granite/concrete bounds along the south property line at the 50-foot No-Disturb Resource line. Work includes the removal of an existing single-family dwelling, driveway, utilities, clearing of some vegetation, and final grading and landscaping. The applicant may change the location of the new dwelling only if the existing foundation is unusable for the new structure.

The Commission finds that the work is significant to the following interests of the MA Wetlands Protection Act and the Medfield Wetland Bylaw: protection of 1) public and private water supplies, 2) groundwater supply, 3) flood control, 4) storm damage prevention, 5) prevention of pollution, 6) protection of fisheries, and 7) protection of wildlife habitat. The site is hydrologically linked to the Medfield Watershed Protection District and is within the watershed of the Neponset River and three of the town's water supply wells.

The Bordering Vegetated Wetlands on this property and the other resource areas in this area form an important part of a rich, extensive and beautiful wetland system that comprises other significant wetlands, marshes, and swamps. Subsequently the Commission finds that the resource - Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area - are significant to the following interests under the Act and the Medfield Wetland Bylaw: protection of public and private water supplies, groundwater supply, drainage and flood control, prevention

of storm damage, prevention of pollution and protection of fisheries and wildlife habitat. See 310 CMR Sec. 10:55 and the Medfield Wetlands Bylaw, Chapter 290.

The Commission's preeminent concerns are protecting Medfield's public water supply and groundwater supply by protecting the Neponset River, its tributaries, its aquifer areas and the associated wetlands--all hydraulically connected with the Sub-Watershed Areas and eventually the Neponset River watershed and the Town wellfields--by keeping silt and nutrients out of them; and preserving the flood storage capacity of the Neponset, its tributaries, and the wetlands and floodplains associated with them.

The Commission also finds that an undisturbed forest buffer of at least fifty (50) feet between the edge of the area to be disturbed and the resource area (except riverfront area) is necessary to protect the resource areas. Undisturbed buffer zones reduce harm to wetlands / resource areas caused by adjacent development and other activities and provide essential habitat for wetlands species. The effectiveness of buffers increases with width, and buffers less than fifty (50) feet wide are generally ineffective in protecting wetlands. See "The Role and Function of Forest Buffers in the Chesapeake Bay Basin for Nonpoint Source Management," by Forestry Work Group of the Nonpoint Source Subcommittee, Chesapeake Bay Program, EPA Contract No. 68-WO-0043 (Feb. 1993); and the publications cited in the bibliography entitled "General References on Buffers," compiled by Robert Buchsbaum, Massachusetts Audubon Society: North Shore, including without limitation, "Vegetated Buffers in the Coastal Zone: A Summary and Bibliography," by A. Desbonnet et al., Coastal Resources Center Tech. Rep. No. 2064 (Univ. of R.I. Graduate School of Oceanography, Narragansett, R.I., 1994) (concluding that even buffer zones 20 and 30 meters wide remove as little as 70 percent of sediments and pollutants), and "Wetland Buffers: Use and Effectiveness," by A.J. Castelle et al., Washington State Univ. Dep't of Ecology, Pub. No. 92-10 (Olympia, Wash., Feb. 1992).

The Commission finds that the resource areas: Bordering Vegetated Wetlands, Bank and 50-foot No-Disturb Resource Area ( Medfield Wetlands Bylaw, Chapter 290) and the 100-foot buffer zone are significant for protecting ground water, preventing pollution, preventing damage from storms, storing flood waters, protecting fisheries and providing wildlife habitat. See 310 Code Mass. Regs. §10:55 and the Medfield Wetland Bylaw, Chapter 290.

Based on these Findings of Fact, the Commission imposes the following Special Conditions, which supersede any general conditions that conflict with them or that impose lesser requirements:

## II. SPECIAL CONDITIONS:

47. General Condition 10, Page 4 of 10 \* ELECTRONIC COPY, requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it

shall read, "**Massachusetts Department of Environmental Protection (or MA DEP) File No. 214-0667.**" That sign shall be located and the lettering made clear enough so that the sign can be read from the street in front of the proposed project. The sign shall not be attached to a live tree. The sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.

48. A continuous line of an erosion control barrier (ECB) shall be installed along the line marked on the Plan of Record as "Compost Sock and Limit of Work". **Haybales** shall not be used at the site. The ECB location shall be marked in the field and inspected by the Commission or its agent. Field adjustments may be necessary in order to account for the location of the large brush pile and the earth disturbance from its removal.

49. A bark mulch burlap sock (log) with an orange construction fence or other high visibility fencing shall be installed along the **upland (work) side of the erosion control sock**. The erosion control barrier (ECB) shall be installed according to the manufacturer's specifications.

50. Once installed, the erosion control barrier will be inspected by the Commission or its agent **prior to** any site preparation and/or construction activities.

51. The erosion control barrier mentioned in Conditions 48, 49, 50 and 51 shall mark the limit of regrading, disturbance of the surface, cutting or removal of vegetation, and any other work activity associated with the proposed site work approved in the Order.

52. At any time before, during or after construction, and until the issuance of a Certificate of Compliance, the Commission or its agent may require the applicant to modify, augment, restore or maintain erosion control measures associated with the activity that is the subject of this Order.

53. The applicant shall notify the Conservation Commission at least 48 hours prior to any activity on the site and shall provide the name(s) and telephone number(s) of all person(s) responsible for compliance with this Order.

54. All material from the demolition of the existing house shall be removed immediately. No stockpiling of demolition debris shall remain on site overnight.

55. Should a new foundation be necessary, the applicant shall notify the Conservation Commission and provide an interim site plan showing the new location for the house.

56. Other than the backfill material (if needed around a new foundation, any stock-piled material shall be located in an area beyond the 100-foot buffer zone line as shown on the plan of record for the site. (See Condition #57.)

57. Unless otherwise specified in this Order, all work shall conform to the following:

**PLANS:**

- A) Title: Notice of Intent  
Dated: February 6, 2019; received: February 7, 2019  
Signed by: Gerald McCarthy, owner and Russell E. Waldron, the applicant's representative  
on file with: Medfield Conservation Commission (MCC)
- B) Title: "Site Development Plan, 11 Nebo Street, Medfield, Massachusetts for Evergreen Way, LLC, 124 Bridge Street, Dedham, Massachusetts  
Dated: February 4, 2019  
Prepared by: United Consultants Inc.  
Stamped by Carlos A. Quintal, Civil # 30812  
on file with: MCC

58. For projects involving the construction of a **house**, an addition to a house or an inground swimming pool, once the foundation/pool location has been designated on site but **before excavation**, the applicant shall have the location verified by the Commission; and upon completion of the foundation/pool submit to the Commission an as-built interim plan, at the same scale as the proposed plan of record and stamped and signed by a registered professional engineer, surveyor, or landscape architect, showing, in a solid line, the location and dimensions of the foundation as built; in a broken line, the location and dimensions of the foundation as shown on the plan approved by the Commission and specified above in Special Condition # 57; the limits of all resource areas; the edge of the 100-foot buffer zone bordering each resource area; the limits of any floodplain; the distance in feet between the foundation and the nearest part of a resource area; the location and type of sediment controls; the limits of disturbed area; and contours in two-foot intervals.

59. The applicant shall submit with the foundation/pool as-built **interim** plan and a letter stamped and signed by a registered professional engineer, surveyor, or landscape architect stating whether the foundation as constructed differs from the foundation as shown on the plan approved by the Commission and specified above in Condition #57 and, if so, how it differs, whether in location, dimension, distance to the nearest resource area, or otherwise, from the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission. The letter shall also explain the reason for each change from the approved plan.

60. The applicant shall take best management practices to insure that the foundation for the proposed dwelling is water-proofed. The applicant shall provide the Commission with

appropriate documentation showing that this condition is met.

61. The applicant shall not proceed with framing the foundation or performing finishing pool appurtenances until he has received the written authorization of the Commission. In its discretion, the Commission may choose to review the foundation plan and letter at a meeting and may require the applicant to attend the meeting.

62. The applicant shall monitor daily, maintain properly, and reinforce or replace as necessary all erosion controls, including without limitation all straw bales, silt fences, and riprap, so that they serve their intended purpose until all adjacent disturbed areas have been stabilized and until the Commission determines that they can or must be removed. The applicant shall notify the Commission promptly and in writing of any deficiencies in erosion controls and of any actions that it has taken or proposes to take to correct the problem, and shall implement all additional erosion and sedimentation controls that it, the Commission, or the DEP finds necessary. The applicant shall remove immediately and by hand any silt or other materials that have entered any resource area.

63. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, straw bales, erosion control blankets, stone riprap, filter berms, bark mulch socks or any other devices planned for use during construction.

64. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.

65. The area of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and repaired, reinforced or replaced as necessary.

66. Erosion control devices may be modified based upon experience at the site. All such devices shall be inspected, cleaned or replaced during construction and shall remain in place until such time as stabilization of all areas that may impact resource areas is permanent.

67. Refueling, oil changes, and lubrication of all equipment used in construction shall take place outside all areas within the jurisdiction of the Commission unless otherwise indicated on the plan of record.

68. Cement trucks shall not be washed out in any wetland resource or buffer zone area, or into any drainage system. Any deposit of cement or concrete products into a buffer zone or wetland resource area shall be immediately removed.

69. Erosion and sedimentation control devices shall be inspected after each storm event and repaired or replaced as necessary. Any accumulated silt adjacent to the barriers shall be removed.

70. All stockpiles of soils existing for more than one day shall be surrounded by a row of entrenched silt fence, and shall be covered.

71. Erosion control devices shall remain in place and properly functioning until all exposed soils have been stabilized with final vegetative cover and the Conservation Commission and/or its Agent has authorized their removal.

72. Site grading and construction shall be scheduled to avoid periods of high surface water. Once begun, grading and construction shall continue in an expeditious manner to minimize the opportunity for erosion.

73. Grading shall be accomplished so that runoff shall not be directed to the property of others, except as indicated on the approved plan.

74. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource area shown on the Plan and described in the Notice of Intent. This condition shall be referenced in any Certificate of Compliance issued for **11 Nebo Street**, Medfield.

75. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that part of the lawn that is within the buffer zone, and any fertilizers used on that part of the lawn shall be of the slow-release organic granular type, low-nitrogen variety. This condition shall be referenced in any Certificate of Compliance issued for **11 Nebo Street**, Medfield

76. The "Findings of Facts" are incorporated as special condition #76 and given equal status as such.

77. The applicant shall install three (3) raised granite bounds to mark the limit of clearing, planting of lawn, or landscaping as shown on the plan of record. These bounds shall remain in place in perpetuity, forever, to denote the location of the restricted area. The bounds shall serve as boundary monuments, shall be installed in the ground as legal boundary monuments or bounds are customarily set so as to remain permanently in place, and their removal shall be subject to all the penalties that the law, including without limitation Mass.Gen. Laws ch. 266, sec. 94, prescribes for removal of boundary monuments. The location of the bounds shall be shown on the as-built plan as required by Condition 79 (f). This Condition shall be noted on any Certificates of Compliance issued for this Order.

78. Raised granite bounds shall be installed along the "Compost Sock and Limit of Work" line as shown on the Plan of Record" (Order #57). This condition shall be referenced in any Certificate of Compliance issued for **11 Nebo Street**, Medfield as shown on the Plan of Record (#57)

79. Within thirty (30) days upon completion of construction and final soil stabilization, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):

- (1) A Completed Request for a Certificate of Compliance form (WPA Form 8A) or a written request to the Commission for a Certificate of Compliance.
- (2) A letter, signed under the penalties of perjury, from a Registered Professional Engineer certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.
- (3) Two "As-Built" plans signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act and the Medfield Wetlands Protection Bylaw. This plan shall include at a minimum:
  - (a) All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this Order of Conditions and at the same scale as the proposed plan of record;
  - (b) Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, dry wells, and raised bounds, constructed under this Order within any wetland resource area or buffer zone;
  - (c) Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
  - (d) A line delineating the limit of work, ECB location and wetlands line with flag numbers, - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;
  - (e) Final grading elevations shown at 2-foot intervals;
  - (f) Any other items, elevations, raised bounds or distances the Commission may specify

to ensure compliance with this Order.

80. After inspection and approval by the Commission or its agent, the applicant shall promptly remove any erosion controls, including without limitation straw bales or silt fencing, that the Commission deems no longer necessary for protecting the resource areas, and shall properly dispose of them, as well as all silt, debris, or other run-off that they have retained, outside the resource areas and 100-foot buffer zone.

81. Pesticides, herbicides, fungicides, and fertilizers **shall not be used** within 100 feet of the wetlands. Organic pesticides, herbicides, fungicides and fertilizers may be used subject to the review and approval of the Conservation Commission. This shall be noted in the Certificate of Compliance and shall be an ongoing condition.

82. De-icing chemicals (e.g. sodium, potassium, and calcium chloride) are prohibited on driveways located in wetland resource areas and buffer zones. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

83. Only slow-release organic granular type, low-nitrogen fertilizers shall be used within the wetland buffer zone. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

84. Dumping Prohibited: There shall be no dumping of leaves, grass clippings, brush, or other debris into the wetland resource area. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

85. Additional Alteration Prohibited: There shall be no additional alterations of areas under Conservation Commission jurisdiction without the required review and permit(s). This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

86. Prior to the issuance of a Certificate of Compliance and/or upon the sale of the property to subsequent owners, the new owner shall provide a letter to the Conservation Commission acknowledging that he/she understands the wetland restrictions bound to this property. A copy of this letter shall accompany the written request for a Certificate of Compliance. This condition shall be an ongoing condition and **shall be recorded in the deed and on subsequent deeds.**

87. The following conditions: 74, 75, 77, 78, 81, 82, 83, 84, 85, 86 and 87 shall run with the Land and be binding in perpetuity on all successors in title and assigns of the applicant. This Condition shall be noted on any Certificates of Compliance issued for this Order.

