REDEVELOPMENT OF THE FORMER MEDFIELD STATE HOSPITAL

Hospital Road, Medfield, Massachusetts

Request for Proposals

Unique Opportunity to Redevelop this Iconic and Architecturally Significant Mixed-Use Property

Contact: Nicholas Milano, Assistant Town Administrator
nmilano@medfield.net

SECOND DRAFT FOR INTERNAL REVIEW ONLY. DO NOT DISTRIBUTE. 2.9.21

REQUEST FOR DEVELOPMENT PROPOSALS:

Medfield State Hospital Campus, Hospital Road, Medfield, Mass.

ISSUED: _____Insert date_____

PROPOSALS MUST BE RECEIVED NO LATER THAN:

11:00 A.M. ___Insert date_____

DELIVER TO: Nicholas Milano, Assistant Town Administrator, Town House, 459 Main Street, Medfield, Massachusetts, 02052

Your Name/Proposer's Name: _____

Your Return Address: _____

SEALED PROPOSAL – Medfield State Hospital Development Proposal

The Board of Selectmen
Attn: Nicholas Milano, Assistant Town Administrator
Town House, 459 Main Street
Medfield, Massachusetts 02052

DO NOT OPEN UNTIL AFTER _____ PM ON _____

Page numbers will be inserted at final draft.

TABLE OF CONTENTS

Request for Proposals for the Redevelopment of the former Medfield State Hospital, Medfield, Massachusetts

---

SECTION 1 | OVERVIEW/BACKGROUND/INTENT

SECTION 1 | OVERVIEW/BACKGROUND/INTENT

1-1 DISPOSITION DECLARATION/INVITATION TO BID

Pursuant to M.G.L. Ch 30B, the Town of Medfield, acting by and through its Board of Selectmen, is issuing this Request for Proposals (RFP) to seek development proposals for the acquisition and redevelopment of a portion of the former Medfield State Hospital (MSH) property. Complete and responsive fee simple or ground lease proposals for all or some of the Disposition Property (as defined herein) are acceptable and will be scored in accordance with the criteria set forth in Section 4 of this RFP. Proposed uses should be compatible with current zoning bylaws and other relevant information outlined herein. Any selected proposal(s) will be further subject to a Provisional Designation Agreement (PDA) and Land Disposition Agreement (Developer LDA) to be entered into with the Town and subject to a Special Town Meeting vote to authorize the disposition of Town-owned land.

As further described in Sections 1-3 below, the Disposition Property (the "Property") consists of an approximately 87-acre parcel located to the north of Hospital Road in Medfield. The Property sits atop a scenic, rolling hill overlooking the Charles River bordering the Town of Dover. It is surrounded by open space including land currently owned and operated by the Massachusetts Division of Capital Management & Maintenance (DCAMM), and other agencies of the Commonwealth of Massachusetts including the Department of Agricultural Resources and the Department of Conservation and Recreation, and the Town of Medfield.

Since the closing of MSH by the Commonwealth in 2003, all buildings remain vacant. The grounds are popular with local and area residents who enjoy the vast open spaces, hiking trails, and access to the Charles River through an abutting parcel owned by DCAMM. The red brick late nineteenth and early twentieth century buildings and related hospital campus are listed on the National Register of Historic Places and are part of the local "Hospital Farm Historic District". This offering represents a unique and ambitious opportunity to revitalize a portfolio of landmark and historic buildings and grounds.

The Town acquired the Disposition Property from DCAMM in 2014 and subsequently commissioned a Strategic Reuse Master Plan ("Master Plan") that was released in 2018. The Town re-zoned the Disposition Property in 2019 in anticipation of soliciting interested and qualified developers to physically and financially reposition the site. Both of these comprehensive documents represent the Town's commitment to facilitate the redevelopment efforts by laying the ground work in advance of the municipal entitlement process to be undertaken by the selected developer.

The disposition, development and reuse of the Disposition Property will be carried out in accordance with, and subject to, applicable provisions of the Land Disposition Agreement between the Town of Medfield and the Commonwealth of Massachusetts, acting by and through DCAMM, dated December 2, 2014, as recorded at the Norfolk County Registry of Deeds in Dedham, MA (the "DCAMM LDA"). See Appendix A. The Master Plan issued by the Medfield State Hospital Master Plan Committee represents many years of community input into the potential reuse of the Property. It is suggested that the Master Plan generally be considered by the proponent when crafting the RFP response; however, departures from and/or enhancements to the Master Plan are encouraged, if they advance the proponents overall proposals, and will be considered to the extent consistent with the Disposition Intent in Section 1-2. The Master Plan is included as Appendix B.

1-2 DISPOSITION INTENT

The intent of the disposition effort is to initiate the redevelopment of a portion of the former Medfield State Hospital Property, generally identified as Parcel A in the Master Plan, to achieve the following broad goals:

- Successfully repurpose MSH to support overall Town needs and interests.
- Address Town housing needs including the need for senior housing, mixed-income housing. and other residential options such as nursing and memory care, special needs housing, and artist live/work housing.

- ❖ Attain reasonable and desirable economic, financial and non-financial benefits for Medfield residents.

- ❖ Maintain and enhance the character and values of the Town of Medfield and its residents.

These broad goals will be considered by the Medfield State Hospital Development Committee ("MSHDC") when evaluating developer proposals and in advance of making recommendations to the Board of Selectmen for award to the preferred developer proposal.

1-3 PROJECT BACKGROUND

The Property is located on Hospital Road approximately two miles north of the Medfield town center. MSH was established in 1892 and originally encompassed 426 acres. The central green quadrangle and its surrounding buildings represent a unique example of late 19th century "alternative design" for patients with a variety of disorders of the mind and body. MSH was the first State hospital in Massachusetts to be built on the "cottage plan" with smaller and single use buildings to allow for better light and ventilation, and classification of patients in a home-like setting. Over the last century, the facility grew and many buildings were added to the campus. The facility raised its own livestock and produce, and generated its own heat, light and steam power distributed to all buildings.

MSH buildings were arranged around a quadrangle giving it the feel of a traditional New England village center or college. Of special importance are the buildings constructed between 1893 and1897 in a late Victorian style of architecture known as Queen Anne. All buildings that face each other on the long sides of the common are mirror images of each other, creating a unique design feature. Total building areas and other information regarding the existing buildings on the site are provided in Appendix 3 of the Master Plan and the Medfield State Hospital Historic Resources Existing Conditions Memorandum compiled by Epsilon Associates (Appendix C), as well as an earlier study commissioned by DCAMM and completed by Lozano, Baskin, and Associates, Inc., (Appendix D).

The Commonwealth permanently closed MSH in April of 2003, at which time the grounds totaled approximately 241 acres. The Commonwealth subsequently disconnected the sanitary sewer system and water lines to individual buildings were disconnected. The storm water management system was also rendered inoperable by the Commonwealth in an effort to separate the combination of sanitary and storm water flow. In December of 2014, the Town acquired 127 of the property's 241 acres from the Commonwealth including the 87-acre Disposition Property north of Hospital Road (the subject of this RFP) and 40 acres of open space south of Hospital Road.

There are presently 37 buildings on the Disposition Property, totaling approximately 676,000 square feet. The acquired lands both north and south of Hospital Road are on the National and Massachusetts Registers of Historic Places. Remaining parcels previously associated with MSH and not acquired by the Town are currently owned by various agencies of the Commonwealth, are generally open spaces, and are not included in this redevelopment effort.

Medfield is located 25-miles southwest of Boston, directly accessible by State Route 27 and Route 109 and approximately 9 miles to I-95. Located in Norfolk County, Medfield is a small-town, bedroom community with a rural past. The population in 2010 was just over 12,000 with almost 4,220 households, and has grown to an estimated 13,000 over the past 10 years. Median household income according to census data is $160,963.

The Town has been growing steadily since the 1960s. The housing stock is dominated by single-family homes, with a median home value of $667,500 (2019) and relatively few housing options for renters, seniors, or those with continuing care or special housing needs. Residential property taxes are a main contributor to Town revenues due to a modest commercial tax base and relatively little land available for development due in part to the high priority placed on open space and conservation. Medfield's small-town feel, focus on public schools, and a sensitivity to higher residential property taxes have, in the past, fueled opposition to large scale projects with perceived detrimental impacts.

An estimated 34% of the population is under the age of 18, with a median age of 38 years. There is a tremendous focus on families and school-aged children and the Medfield Public Schools consistently rank among the top schools in the state. In 2017, the Town ranked 5th in the Commonwealth by U.S. News & World Report. As such, residents are sensitive to any development that would significantly impact the total number of school aged children that would be introduced to the public-school system.

1-4 COMMUNICATIONS, AMENDMENTS AND QUESTIONS

This RFP will be posted on the Town of Medfield's website at: http://ma-medfield.civicplus.com/Bids.aspx.

All communications, inquiries and/or questions regarding this RFP must be made in writing, no later than TBD, and directed to Nicholas Milano, Assistant Town Administrator. The Town, in its sole discretion, will endeavor to answer relevant and appropriate questions and any responses will be posted on the Town's website.

No other communications will be recognized, nor responded to. Only official written responses from the Town to properly submitted questions will be considered binding. No other forms of communications, including written or oral communications from Town representatives, will be deemed binding with respect to this RFP.

Any RFP amendments, clarifications, changes or updates (including changes to any dates and deadlines), as well as responses to proposer's questions, will be posted on

the Town website. It is the sole responsibility of the prospective proposers to check the website for updated information. No accommodations will be made to proposers who fail to check the website or who misinterpret any information posted in connection with this RFP.

Proposers without internet access or who otherwise have disabilities or hardships may make a written request to the Town for a reasonable accommodation directed to:

Nicholas Milano
Assistant Town Administrator,
Town House, 459 Main Street,
Medfield, Massachusetts, 02052

1-5 RESPONSE PROCESS

The process generally involves the steps below. Additional information regarding the selection process is included in Section 4.

- The submission of development proposal responses to this RFP by interested parties.
- Review by the MSHDC of timely and properly submitted proposals.
- Selection by the Town (through its Board of Selectmen upon recommendation by the MSHDC) of one or more developer proposals that, in the Town's sole discretion and judgment, best address the selection criteria outlined in the RFP. However, the Town is under no obligation to select any proposal submitted in response to the RFP.
- Execution of a Provisional Development Agreement (PDA) by one or more recommended proposers (the "Designated Developer") and the Town which will establish short-term conditions to be met by the Designated Developer within 120 days (the "Due Diligence Period").
- Execution of a Developer Land Development Agreement (LDA) at the end of the 120-day Due Diligence Period, the terms of which will culminate in the disposition of the Disposition Property (or, if applicable, a portion of the Disposition Property).

Proponents shall be responsible for any and all costs they incur in the preparation of their proposal and/or any additional submission materials requested or required by the Town to aid in the evaluation process. The Town of Medfield will not reimburse

proponents for any costs incurred in responding to the RFP or the development opportunity.

1-6 SITE VISIT

The Site Visit is intended to provide an overview of the redevelopment opportunity and will include an exterior site walk (socially distanced/masked) to review the Disposition Property and relevant excluded parcels as described in Section 2. No access to buildings will be permitted until the additional Due Diligence Period commences upon selection of one or more Designated Developer and execution of the PDA.

A Site Visit will be held as follows.

Date: _____

Time: _____

Instructions: Proposers are instructed to contact Nicholas Milano at the Town of Medfield at nmilano@Medfield.net to confirm attendance. To accommodate the Commonwealth's COVID-19 restrictions, the Town reserves the right to modify or limit the maximum number of people who will be allowed to attend. All attendees are required to wear face masks and practice social distancing.

1-7 RFP AND DEVELOPER SELECTION SCHEDULE

Schedule (subject to change at Town's discretion).

1. RFP Release	Monday, March 1, 2021
2. Response Deadline	Thursday, May 27, 2021
3. Last Day to Submit Questions	Friday, April 30, 2021
4. Proposer Interviews	July 1st through July 30, 2021 Dates/times to be determined.
5. Short List of Selected Developers	Target July 30, 2021
6. Best & Final Proposals Due	Friday, October 1, 2021
7. Award of Designated Developer	January 2022 est.
8. Enter into the PDA.	Target March 2021
9. Due Diligence period as negotiated under the PDA	120 days from PDA Execution
10. Special Town Meeting vote	TBD
11. Execution of the Developer LDA	TBD

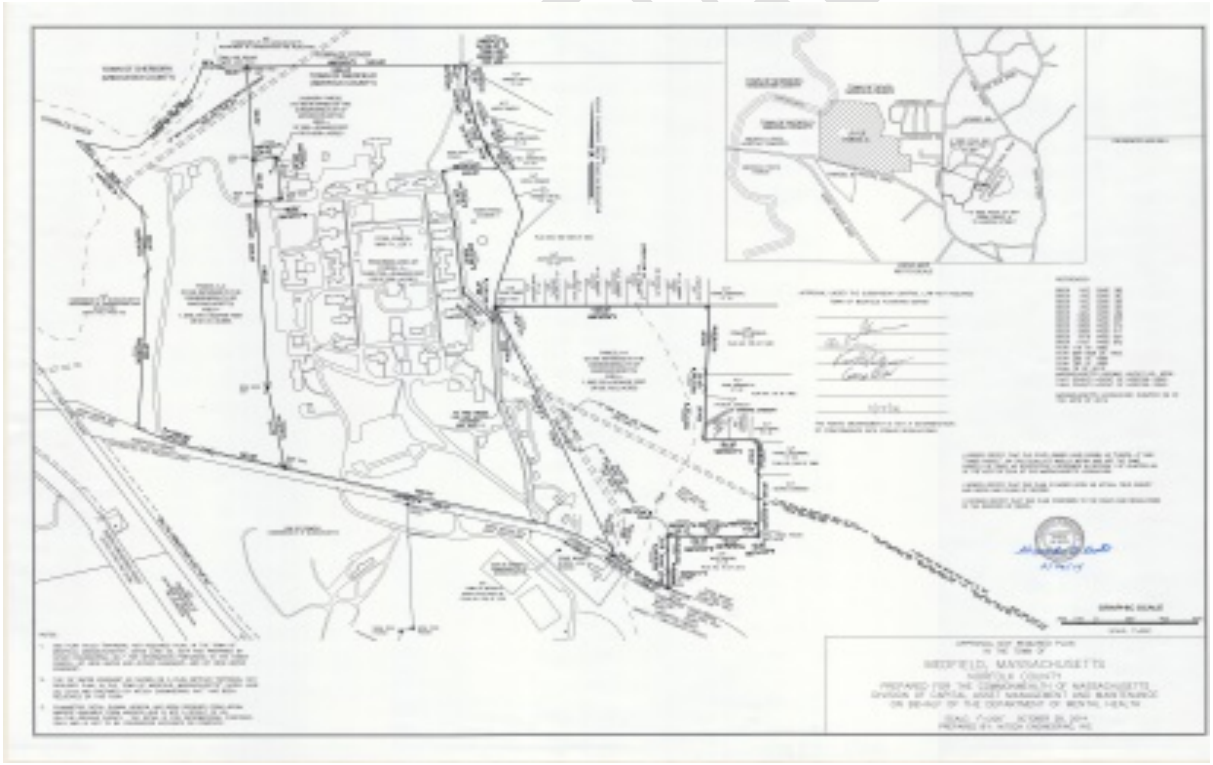
SECTION 2 | PROPERTY DESCRIPTION

SECTION 2 | PROPERTY DESCRIPTION

2-1 PROPERTY OVERVIEW

The Disposition Property subject to this RFP, known generally as Parcel A, as described in the Master Plan (Appendix B, page 9), totals approximately 87 acres. The site is situated approximately 220 feet above sea level and the topography of the site reflects a gradual elevation change of approximately 50 feet, from the entry at Hospital Road to the core campus quadrangle. Flood plain maps for Medfield were updated by the US Federal Emergency Management Agency (FEMA) in 2012 and indicate that Parcel A lies outside of the 500-year flood risk area.

Prior to the Town's acquisition from DCAMM in 2014, DCAMM advanced a development proposal for the site. While ultimately this effort was not successful, it did result in MEPA Certificate EOEA #14448 being issued April 2, 2010 (Appendix E). The DCAMM LDA (Appendix A) provides for the Town, or any acquirer of the property, to become the successor proponent with respect to those portions of the existing MEPA Certificate that relate to redevelopment of the Disposition Property. This allows for the Town to provide certain releases to DCAMM, and for certain sustainability and environmental standards to be addressed in any future development.



Parcel A is depicted in a 2018 Nitsch Engineering Site Plan which is included as (Appendix F).

The land north of Hospital Road was rezoned by the Town in 2019. The zoning provides for six sub-zones defined below. The sub-zones describe areas for appropriate development density based on existing context and potential uses specified in the Master Plan.

A. The Green. The Green is a broad open space defining the entry to the MSH campus.

B. Cottage/Arboretum. The Cottage/Arboretum is an area in the southeast corner of the site currently occupied by deteriorating, wood frame dwellings and the location of a number of historic and rare specimen trees and shrubs.

C. Core Campus. The Core Campus is the central hilltop campus quadrangle consisting of 24 brick buildings.

D. North Field. The North Field is a rolling field to be maintained as passive open space, and possible agricultural use. Limited additional uses are allowed by special permit under the zoning bylaw. Potential alternative future uses, such as residential or commercial development, would require the Town to approve an additional zoning change, which is not encouraged.

E. West Slope. The West Slope is an area to the west of the main quadrangle overlooking the wooded Medfield Charles River State Reservation with a few additional existing brick buildings and open land areas.

F. Water Tower. The Water Tower is an open area surrounding the existing Town water tower, currently partially paved.

(Continued next page)


The North Field
Water Tower
Core Campus
West Slope
The Arboretum
The Green
Medfield, MA

Original Parcel A Premises Excluded from Disposition Property (not subject to this RFP):

As noted below, the Disposition Property excludes two areas formerly associated with MSH's core campus (the Water Tower and the Laundry Parcel), as well as certain premises leased by the Town to the Cultural Alliance of Medfield (CAM) for purposes of the development of a Cultural Arts Center. These uses are described in greater detail below.

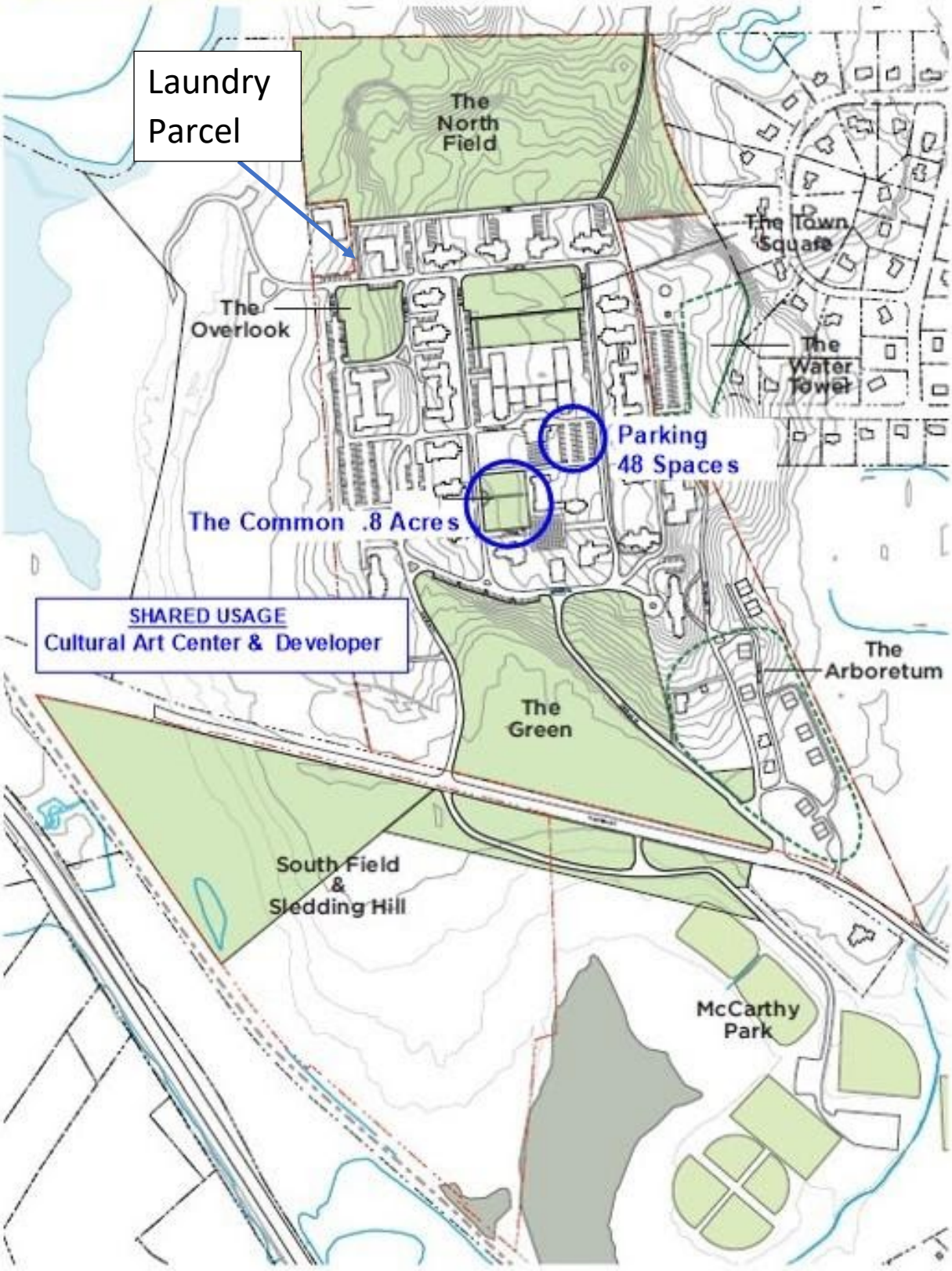
A. Water Tower. The 6.438-acre parcel is the site of an existing water tower and cellular utilities. It has been legally separated from the Disposition Property, and is not subject to this RFP. The water tower site will be retained and maintained by the Town. However, it is envisioned that a portion of this public site may be used to provide additional or overflow parking to support the redeveloped property or for other compatible uses such as community gardens.

B. The Laundry Parcel. The Laundry Parcel is located within the West Slope sub-zone, near the Charles River, but is legally separate from the Disposition Property. This 0.858-acre parcel has not yet been transferred to the Town by DCAMM, pending completion of remedial response actions by the Commonwealth, and is therefore not subject to this RFP. It is anticipated that once the remediation work is complete, the Town will acquire the laundry parcel and could make it available for development.

C. Cultural Arts Center. Subsequent to the acquisition of Parcel A by the Town, the Town agreed to lease two buildings on site (the former Lee Chapel and Infirmary, referred to Buildings 24 and 25 in the Master Plan) to the Cultural Alliance of Medfield (CAM) in connection with CAM's efforts to develop a Cultural Arts Center on the former MSH grounds. In addition to the buildings, the lease provides for shared use of 48 parking spaces and 0.8 acres of open space abutting the site of the proposed Center; all of the leased premises fall within the Core Campus sub-zone.

   The lease (Appendix G) has a term of 99 years, beginning June of 2020, and grants certain rights and imposes certain obligations on both CAM and the Town. The lease and leased premises are not intended to be conveyed as part of the Disposition Property and development proposals should anticipate that an additional sub-zone may be created and subdivided from Parcel A as necessary to accommodate the developer's proposal. The CAM has secured historic tax credits and the proponents are encouraged to work with the CAM is a co-development role would benefit the proponent's proposal.

Figure VIII-19. Open Space Areas.



WM 1-4-2021

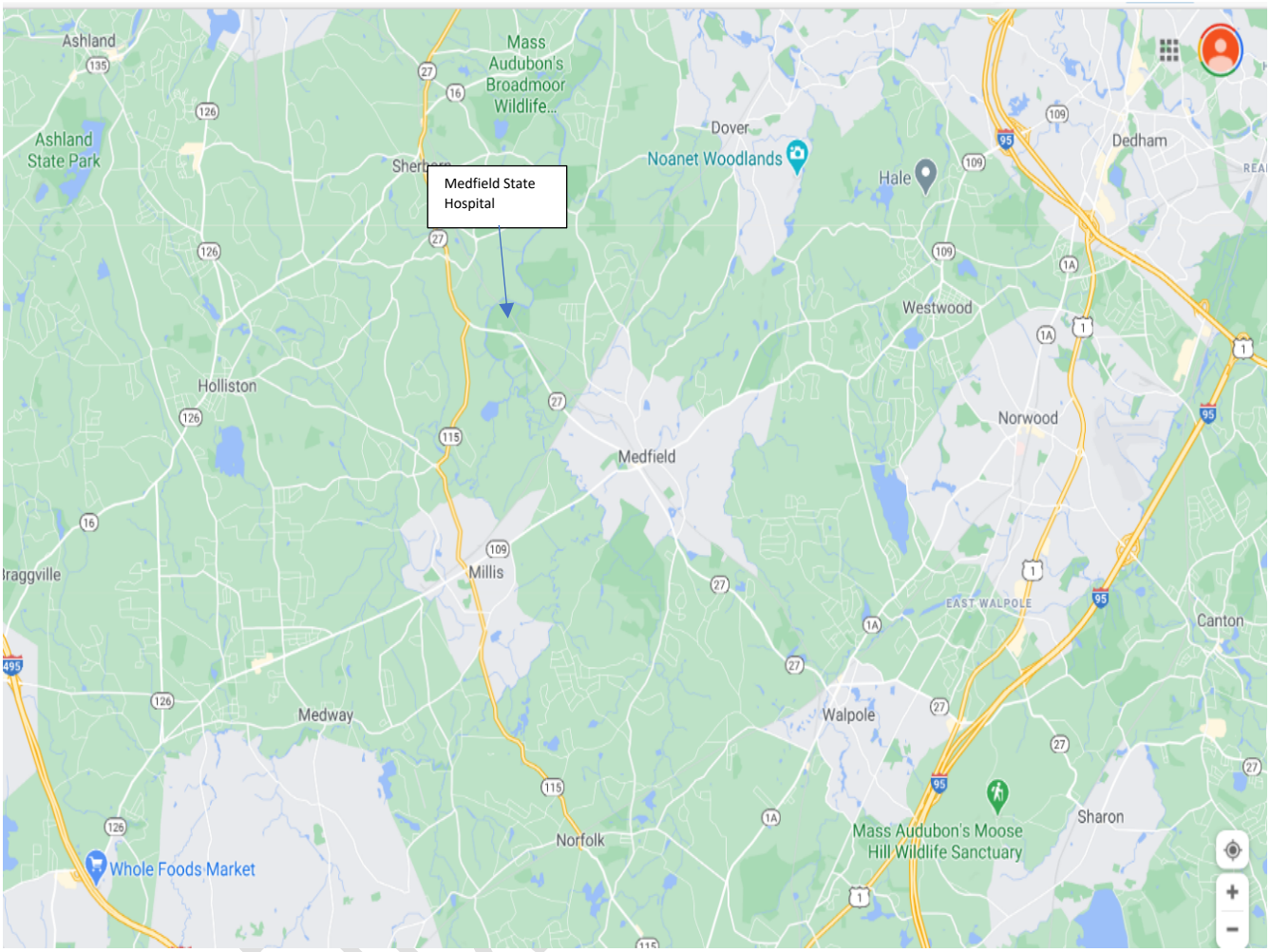
Adjacent Parcels (not subject to this RFP):

As noted in Section 1-3 above, the Town also acquired 40 acres of open space south of Hospital Road from DCAMM in 2014. These areas are depicted as Parcel B on the map below and known locally as the South Field and the Sledding Hill. Parcel B is located immediately next to McCarthy Park, a public park owned by the Town and operated by the Medfield Parks & Recreation Department, and includes popular soccer, softball and lacrosse fields.

The remainder of the former MSH site shown below -- Parcels A-1, A-2, C, D, E and F, represented in yellow -- totals approximately 106 acres and is still owned and maintained by various agencies of the Commonwealth. Several of these parcels are maintained as agricultural, conservation and recreation land, and are publicly accessible. Parcel E is the site of the cemetery for deceased residents of the former Medfield State Hospital.

Parcels A-1, A-2, B, C, D, E and F are not part of the Disposition Property or this RFP.

2-2 LOCATION/LOCUS MAPS



2-3 INFRASTRUCTURE AND UTILITIES

The property's historic infrastructure was abandoned in 2003 and decommissioned in 2009. The location of these historic utilities, including utilities on or around the Disposition Property known to the Town, are described in the Master Plan. The Town makes no representations or warranties as to the locations of the historic infrastructure or to the capacity of the surrounding utilities.

Designated Developer will be responsible for all infrastructure that may be required on the Disposition Property to accommodate the development proposed and must independently confirm location and capacity of all utilities.

Past Property studies can be found on the Town's website and are linked here:

- 1989 Master Plan Steam System- Site Existing Conditions
- 2019 Environmental Partners Utilities Review Technical Memorandum. Technical Memorandum

2-4 ENVIRONMENTAL ASSESSMENT

The Disposition Property, or portions thereof, are offered for sale or ground lease and will be conveyed as-is, where-is, and with all defects. Proposers must independently confirm environmental conditions. The Designated Developer will have the opportunity to undertake an environmental assessment following execution of the PDA. The Town makes no representations or warranties whatsoever regarding environmental conditions. Proposers will be required to meet all applicable pass-through requirements of the 2010 MEPA Certificate including sustainability and environmental requirements. It is anticipated that the Designated Developer will file a Notice of Project Change to

update the project previously reviewed pursuant to MEPA and be responsible for filing the Single Environmental Impact Report for the proposed project and for any additional documents and approvals required by MEPA. Designated Developer will be required to release DCAMM for any claims as specified in the DCAMM LDA and shall indemnify and hold the Town harmless from and against all loss, costs and damages due to the environmental condition of any portion of the Disposition Property.

Documents regarding site environmental history may be found on the Town's website and are linked here:

- 1991 Building Asbestos surveys
- Non-MCP Areas Report (MSH Repository Medfield Public Library)
- Expanded Environmental Notification Form (EENF) EEA #14448R & Appendices Feb 2010
- MCP RTN 2-17471 Salvage Yard Response Action Outcome July 2011
- 2011 Release Abatement Measure Completion Report: https://eeaonline.eea.state.ma.us/EEA/fileviewer/Default.aspx?formdataid=0&documentid=133110

2-5 ZONING

The Property is zoned pursuant to the newly created Medfield State Hospital District (MSHD) within the Town of Medfield in furtherance of Section 1-3 of the Zoning Bylaw (Appendix H). The Town was very deliberate in seeking and achieving public approval of the revised zoning by-laws and proposers are strongly encouraged to respond in a manner that recognizes the purposes and aspirations of the MSHD as expressed in the zoning:

A. Promote the reuse of the former MSH and certain nearby properties by encouraging a balanced, mixed-use approach with housing, educational, recreational, cultural and commercial uses, with open space and with public access.

B. Implement the goals and objectives of the Strategic Reuse Master Plan for the Medfield State Hospital.

C. Promote the public health, safety, and welfare by encouraging diversity of housing opportunities.

D. Increase the availability of affordable housing by creating a range of housing choices for households of all incomes, ages, and sizes, and meet the existing and anticipated housing needs of the Town, as identified in the 2016 Medfield Housing Production Plan (Appendix I).

E. Ensure high quality site reuse and redevelopment planning, architecture and landscape design that enhance the distinct visual character and identity of the MSH area and provide a safe environment with appropriate amenities.

F. Encourage preservation and rehabilitation of historic buildings.

G. Encourage the adoption of energy and water efficient building practices and sustainable construction methods and practices.

H. Establish design principles and guidelines and ensure predictable, fair, and cost-effective development review and permitting.

2-6 EASEMENTS

The Town may retain any existing, or reserve new easements, for utilities or infrastructure including, without limitation, access, water, sewer, electric, drainage, telecommunication, sidewalks, roadways and parking over, under or upon the Disposition Property. The Town may retain any portion of the Disposition Property to be conveyed, as may be reasonably necessary to address adjacent properties or retained site areas originally within Parcel A, including but not limited to the Water Tower, the Laundry Parcel, and the premises leased to CAM for purposes of the Cultural Arts Center.

The Developer LDA may provide that, with the Town's reasonable consent and at the Designated Developer's sole expense, the Designated Developer may relocate any easements retained by the Town from time to time on the Disposition Property. provided that the relocation does not result in any material interruption of utility or other services being provided to the benefited land by use of such easements, and subject to any restrictions as may be specified in this RFP or the Developer LDA.

The Disposition Property will be conveyed subject to all restrictions, easements, and encumbrances of record, which include, without limitation: easements provided to DCAMM per Section 6 of the DCAMM LDA:

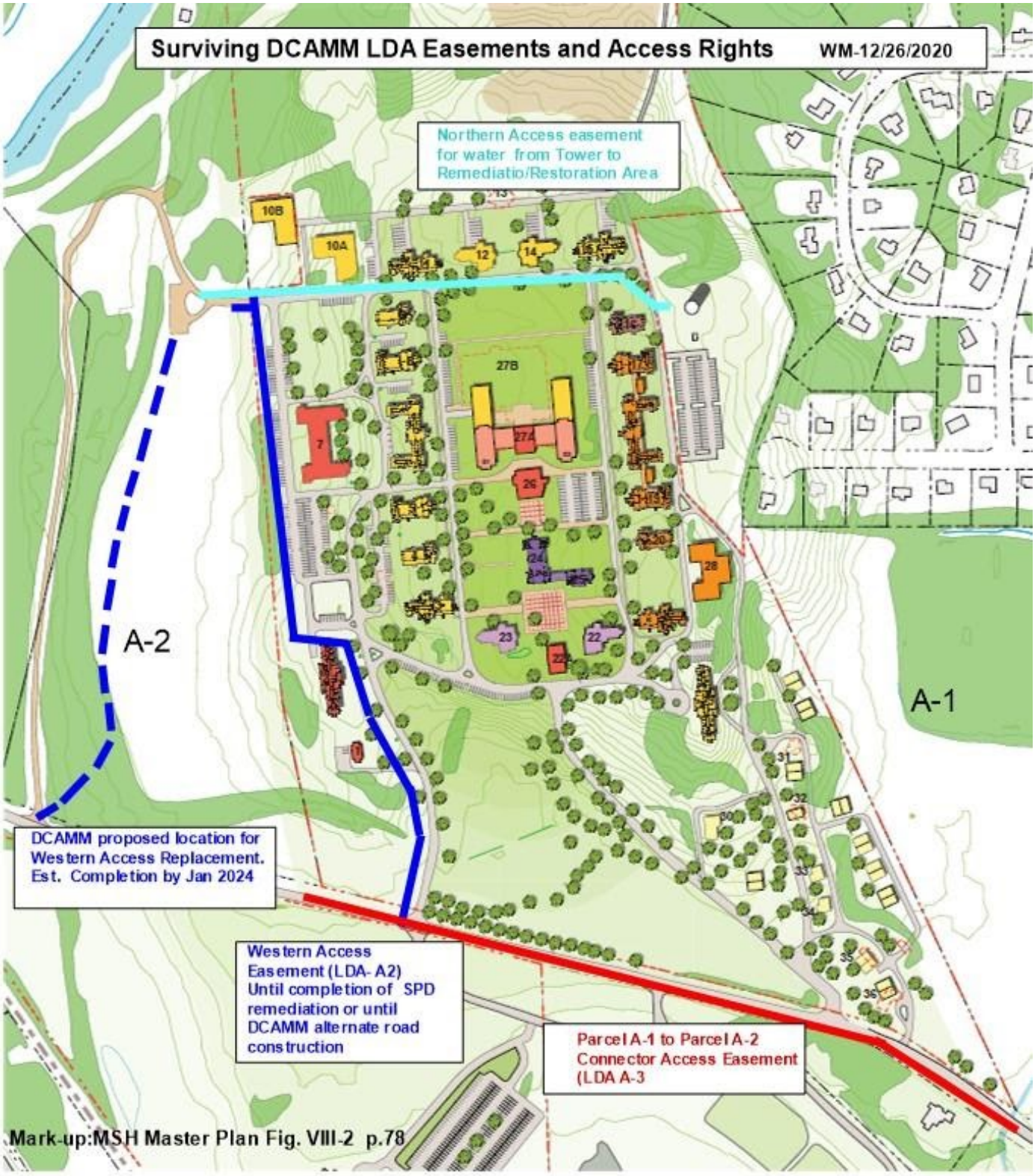
A. The temporary Northern Access Easement. The Town agreed to a temporary easement from the Water Tower to Parcel A-2 for the purposes of undertaking remediation and restoration work, including the construction of the Overlook Parking Lot and a Boat Launch on Parcel A-2 and the remediation of the Laundry Parcel.

B. The temporary Western Access Easement. which expires when DCAMM builds the alternative Access Road on Parcel A-2 retained by the Commonwealth. The Town agreed to a temporary easement on Parcel A until DCAMM completes the permanent public vehicular and pedestrian access to Parcel A-2. This temporary easement allows DCAMM access to complete remediation of the Laundry Parcel and for on-going monitoring/maintenance of the riverfront restoration area, Gateway Parking Lot, and Boat Launch. The easement also provides temporary general public access to the Gateway parking Lot. This easement terminates following DCAMM construction of the access road on Parcel A-2

C. The permanent pedestrian Connector Access easement. The Town agreed to allow a crossing for continued public access between Commonwealth-retained Parcels A-1 to the east of the Core Campus and A-2 to the west of the Core Campus in a manner consistent with the use of the property. This access may be located adjacent to the north side of Hospital Road if marked at a safe distance from it. The Town is required to ensure this access is preserved in any sale/ transfer of the property.

Provide links to these easements.

(continued next page).


Surviving DCAMM LDA Easements and Access Rights
WM-12/26/2020
Northern Access easement for water from Tower to Remediatio/Restoration Area
10B
10A
12
14
27B
27A
7
26
28
23
22
A-2
A-1
DCAMM proposed location for Western Access Replacement. Est. Completion by Jan 2024
Western Access Easement (LDA- A2) Until completion of SPD remediation or until DCAMM alternate road construction
Parcel A-1 to Parcel A-2 Connector Access Easement (LDA A-3
Mark-up:MSH Master Plan Fig. VIII-2 p.78

SECTION 3 | PROPOSER'S INFORMATION\SUBMISSION REQUIREMENTS

SECTION 3 | PROPOSER'S INFORMATION/SUBMISSION REQUIREMENTS

3-1 LIST OF PROPOSAL CONTENTS

All proposals must include, at a minimum, the following materials and information (as described in greater detail below):

- Earnest Deposit
- Letter of Transmittal
- Price Proposal/Total Consideration
- Development Plan and Proposal Narratives
- Proposer's Qualifications/Developer Project Experience including References
- Financial Information/Proforma Budgets/Proposed Sources & Uses
- Implementation Plan and Schedule
- Proposer's Financial Information

3-2 EARNEST DEPOSIT

All proposals must be accompanied by a deposit of $10,000.00 in the form of a certified cashier's, treasurer's or bank check made payable to the Town of Medfield. Proposal deposits will be held by the Town in a non-interest-bearing account. The $10,000.00 deposit paid by the Designated Developer shall be nonrefundable upon execution of the PDA, further described in Section 4-4, except as may otherwise be provided in the PDA and/or subsequent Developer LDA. Deposits will be returned to non-selected proposers after selection of the Designated Developer.

3-3 LETTER OF TRANSMITTAL

The proposal must include a one-page letter of transmittal signed by the principal(s) of the proposer entity.

3-4 PRICE PROPOSAL/TOTAL CONSIDERATION

Proposals shall clearly specify the Total Consideration to be paid for the Disposition Property or the portion of the Disposition Property that is the subject of the proposal. Total Consideration may consist of a cash purchase price, proposed ground lease rent and terms, and/or other Community Benefits, each as applicable. A total of 50% of any cash purchase price is to be paid to the Town of Medfield at closing, with the remaining balance to be paid within 30 days of issuance of the building permit for the first building associated with the awarded project. If the developer is proposing a long-term ground lease, the Town reserves the right to further negotiate the payment terms of the Total Consideration proposed in the developer's response. In accordance with Section 3-5

below, all proposals must include a detailed description of the total package of Community Benefits which shall be considered by the Town in evaluating Total Consideration.

3-5 DEVELOPMENT PLAN AND PROPOSAL NARRATIVES

Proposals must include a written overview of the proposed redevelopment concept, which may include fee simple or ground lease proposals for all or some of the Disposition Property. The overview should provide a snapshot of the proposer's vision for the redevelopment project, be specific to the uses proposed, and describe how the overall development will function and interact in the greater community. The overview will provide a foundation for a more detailed narrative (the "Development Plan"), and the application and scoring of the evaluative criteria included in Section 4 of this RFP. The Development Plan is to address all of the information requirements below, including but not limited to overall redevelopment concept; site design; architectural and historic preservation; community benefits; use programming; energy and water efficient building practices and sustainable construction methods and practices, permitting and construction strategy; financing; project schedule; and property management.

Required points of discussion for responsive proposals are outlined below. Submitted proposals should be organized and formatted according to these submission requirements for ease of review and to ensure completeness.

PROPOSAL NARRATIVES

A. **Development Plan Narrative**: include a written narrative describing the Development Plan in adequate detail so as to represent the developer's vision for the project proposed. If only a portion of the Disposition Property is proposed for acquisition, describe how the proposal would leave open the possibility for future development on the remainder of the site. A conceptual site plan, schematic elevations, and typical floor plans must accompany the proposal narrative. Buildings should be identified by numbers consistent with the Master Plan, Table V-4 (pp 37-38). If new buildings are proposed, massing studies are to be included and the narrative should address how the proposal relates to the recently adopted zoning bylaw as well as how the proposed new buildings and design contribute to the overall development concept.

   The Development Narrative should describe and provide estimates of the following:

   - Strategy for mix of uses, including but not limited to residential, commercial, recreational, and cultural arts uses.
   - Discussion of proposal's adherence to MSHD design guidelines and permitted uses in the 2019 Zoning Amendment including identification of any anticipated non-conformance.

- Number of buildings/square footage to undergo historic preservation/rehabilitation.
- Population mixes for all of the housing proposed.
- Anticipated taxable property value upon completion of the proposed project.
- Anticipated traffic impacts resulting from the proposed development.
- Discussion of proposed programs to conserve energy, water and other limited resources, along with any proposed clean energy initiatives for the development. At a minimum, demonstrate consistency with requirements applicable to the site including Sustainability Principles referenced in the DCAMM LDA and obligations to analyze and mitigate greenhouse gas emissions and other environmental impacts described in the 2010 MEPA Certificate. Estimated energy and water consumption by building.

The preliminary site plan(s) should identify and depict the location of proposed new buildings (as applicable), buildings to remain, location of open/public access spaces, parking areas, landscaping, and any amenity spaces proposed. The conceptual site plan should also clearly indicate and locate building types and uses and, in the case of housing, identify housing use type.

A representative Development Plan(s) should include, at a minimum:

- Site layout, building arrangements and topographic references such as parking and open spaces.
- Identification of existing buildings and new buildings (as proposed).
- Information regarding building massing, envelope details proposed and schematic elevations, as appropriate.
- Preliminary, representative floor plans organized by building.
- Way finding and circulation information, including public and pedestrian access routes and restrictions, as well as vehicular access and restrictions.
- Any other descriptive information that will convey the intent of the developer's proposal.

B. **Disposition Intent Narrative:** Include a detailed narrative description of how the proposed development will address the broad goals set forth in Section 1-2 , Disposition Intent:

- ❖ Successfully repurpose MSH to support overall Town needs and interests.

- ❖ Address Town housing needs including the need for senior housing, mixed-income housing. and other residential options such as nursing and memory care, special needs housing, and artist live/work housing.

- ❖ Attain reasonable and desirable economic, financial and non-financial benefits for Medfield residents.

- ❖ Maintain and enhance the character and values of the Town of Medfield and its residents.

C. **Permitting Process**. As appropriate include a narrative describing the anticipated Permitting and Entitlement processes including a list of all required local, state, and federal zoning, land use, historic and environmental permits and approvals including but not limited to MEPA. Also include any and all applicable licensing/operating permit requirements as appropriate to support the uses proposed. This information should be organized in a format that illustrates the permit strategy and related schedule in a clear, organized fashion.

D. **Implementation Plan and Schedule**. Include a project schedule that includes proposed timetables for permitting, design, financing, and construction. This schedule must contemplate pre-development, development, and occupancy periods. This information should be organized in a detailed critical path schedule for implementation of the proposed Development Plan, including a list of development tasks and a timeline for each task.

   The implementation plan should also include a schedule for obtaining financial resources. The plan should describe the anticipated schedule for procuring required equity investment funds, debt sources, tax credits and/or other financing incentives as may be required to underwrite the proposed development. The plan should also describe any implications for delay that may be anticipated, if any, and the developer would mitigate these delays to keep the proposed project on schedule.

E. **Financial Plan/Proforma Budgets/Proposed Sources & Uses**. Include a financial plan to demonstrate the financial feasibility of the proposal including a summary of anticipated sources and uses of funds and operating proformas. If public capital or operating subsidies are anticipated (i.e., historic tax credits, low-income housing tax credits, MassWorks or other public resources), this information should identify the sources proposed, the amount of funding required, and a schedule for receipt of these sources.

F. **Cultural Arts Center.** Include a description of how the proposed development will address and accommodate CAM's planned Cultural Arts Center referenced in Section 2-1, the existing lease between CAM and the Town for Buildings 24 and 25 (Appendix F), and provide for pedestrian and vehicular access to, and through the site before, during, and following construction of the proposed development.

CAM has recently secured a round of historic tax credits to support development of the Center. Additional information provided by CAM regarding the proposed Cultural Arts Center project is provided in Section 2-1 above.

Additional information regarding the CAM:

- Feasibility Study: Market analysis and financing and operations proformas by Arts Market:

http://ma-medfield.civicplus.com/DocumentCenter/View/4795/Medfield-Feasibility-Report-Annotated-2021-PDF

- Building analysis and cost estimates by DBVW Architects:

http://ma-medfield.civicplus.com/DocumentCenter/View/4792/DBVW-Final-Report-Buildings-26-and-27A-PDF

- Cultural Alliance of Medfield's vision for a cultural campus within the MSH development:

http://ma-medfield.civicplus.com/DocumentCenter/View/4796/2018-CAM-MSH-Vision-PDF

G. **Description of Uses.** Include a description of the target market for tenants and other end-users identified in the Development Plan, including a strategy for marketing to these groups.

This information should be organized in a clear and organized format that includes, at a minimum:

- The square footage for each use.
- The total FAR for all buildings (total buildable area anticipated as a percentage of the total land area).
- Percentage of the site to be used for parking/pavement (impervious area calculations).

- Description of the relationship of the project to the surrounding buildings and neighborhoods.
- Description of the open spaces to be maintained in the proposed redevelopment.
- Description of public realm amenities, including passive recreation, that is accessible to the public.

H. **Affordable Housing Plan (as applicable).** If the proposal includes housing, the proposer's plans must provide affordable housing consistent with the Town's inclusionary zoning bylaw § 300-14.16). This should include identification of the number of units to be affordable by housing type, for example, the number of units proposed for senior and/or family housing, income tiers, and any subsidies anticipated. Provide a clear and organized matrix that includes: (1) anticipated total unit counts; (2) housing type (rental, homeownership, other); (3) target market (family, senior, other); (4) number and description of the what is defined as "affordable housing", including target AMIs or rent/income limits as applicable.

Table of Affordable Units Requirements

Total Units in Project	Affordable Units
6 to 20	15%
21 to 49	20%
50+	25%

I. **Environmental Constraints.** Include a description of any anticipated environmental constraints including but not limited to how the proposal will address new and any applicable continuing MEPA requirements and how the proposer will address these constraints within the Permitting Process and Implementation Plan and Schedule proposed in paragraphs C and D above.

J. **Property Management Plan**. Include a description of the plan for the ongoing ownership, operation, and management of the property to be acquired. The proposal must describe how the property will be maintained and kept secure prior to and during redevelopment.

K. **Infrastructure Plan**. Include a plan that addresses how the anticipated utility needs (including electric, gas, water and sewer, storm water and telecommunication requirements) of the proposed development will be met. As the existing utility infrastructure will not be sufficient, the proposal must

address how infrastructure be added and/or upgraded, and a proposal for how these costs will be funded.

L. **Public Access Plan**. Include a description of the developer's plan to accommodate safe public access for pedestrians and vehicles to and from the Disposition Property site during redevelopment and following completion of the redevelopment effort.

M. **New Environmental Impacts.** Include a description of anticipated environmental impacts associated with the development proposal and how they will be mitigated, including but not limited to visual, noise, and traffic during the construction, occupancy and operating phases of the proposed project. Mitigation measures should be proposed as necessary to demonstrate feasibility of the Development Plan.

N. **Public Benefits and Impacts**. Include a description and evaluation of the benefits of the project to the surrounding area, including, without limitation, discussion of Community Benefits to be provided as part of the Total Consideration for the Disposition Property or portion of the Disposition Property that is the subject of the proposal. In addition, proposals should specifically address:

- The extent to which the proposed development successfully addresses anticipated traffic impacts of the proposed project.
- The extent to which the proposed development addresses anticipated public school system impacts of the proposed project, based on the estimated number of school-aged children expected from the proposed housing mix and the capacity of the existing Medfield public schools.
- The proposed development's anticipated impact/benefits to the local tax base and taxes to be received by the Town, including revenues from new commercial property to diversify the existing tax base.
- The extent to which the proposed development incorporates energy and water efficient building practices, conserves resources, and promotes clean energy.
- Provisions for parking to accommodate residents and visitors to the site without compromising roadway or neighborhood safety.
- The proposed development's connectivity to Harding Street, North Street, and Medfield Town Center.
- Any other local and regional benefits associated with redevelopment, including but not limited to the extent to which the redevelopment includes recreational amenities (for example, walking trails or bike

paths) that will be available to the public and any proposed limitations on access during or following the redevelopment period.

PROPOSER'S INFORMATION

O. **Proposer's Qualifications/Developer Project Experience**. Include a description of the development team to be involved in the proposed redevelopment, addressing the following information:

- The name, address and telephone number of the proposer(s), the name(s) of the representative(s) authorized to act on the proposer's behalf, and the name of the senior person designated as the primary contact to whom all correspondence should be addressed.
- If the proposer is not an individual doing business under the proposer's name, the proposal must describe the structure and status of the entity (whether a non-profit or charitable institution, a general, limited, or limited liability partnership, a for-profit corporation, limited liability company, unincorporated association or joint venture) and indicate the jurisdiction in which it is registered to do business. Please include the exact name and legal status of the entity proposed to be named the Designated Developer in the Developer LDA if different from the proposer.
- Description of the organizational structure of the development team and a plan for project management and communications between the Town and the development team during all phases of the redevelopment project.

  Provide the qualifications and primary responsibilities of everyone on the development team. Identify MBE/WBE and individual minority or women team members including details regarding their roles in the proposed development.
- Identify any project partner(s), including major sub-consultants who are participating in the proposal and a description of the nature and degree of their involvement and commitment to the project described in the proposal.
- Provide a summary of the development team's experience, collectively and individually, with similar projects. This summary should demonstrate a proven track record in all phases of project development including, but not limited to permitting, financing, design and construction. Provide examples of similar completed projects and include site address and brief narrative description for each.

- Provide at least three (3) professional references from previously completed projects, including at least one (1) from municipal or governmental partners on similar, prior projects.
- Confirmation that no local, state, or federal taxes are due and outstanding for the proposer, the development team or any constituent thereof.
- Information regarding any legal or administrative actions past, pending, or threatened that could relate to the conduct of the proposer (or its principals, business, and/or affiliates), and/or its compliance with laws and other governmental requirements or its ability to execute the PDA, Developer LDA and other legal documents required to close.

P. **Proposer's Financial Information**. The financial information must include the following:

- Beneficial Interest Disclosure Statement. The proposal must include a signed Disclosure Statement of Beneficial Interest (Appendix J).
- Certification of Tax Compliance. The proposal must include a signed Certification of Tax Compliance (Appendix K).
- Expenses. The proposal must include an acknowledgement that the Designated Developer will pay for all costs incurred by the Town in connection with the disposition. These include, but are not limited to, real estate consultants, appraisals, surveys, architectural, engineering, and extraordinary legal expenses as they may apply.
- Financial Declaration. The proposal must include a financial certification to be signed by the principal or senior officer of the proposer confirming, among other matters, that its investment team has the financial strength to close the sale with the Town in accordance with the terms and conditions of the PDA and LDA and to develop the Disposition Property to completion in accordance with the proposer's development plan. After the submission of proposals, proposers may be asked to submit additional financial information for review in form and substance acceptable to the Town in its sole discretion.

3-6 SUBMISSION DEADLINE

To comply with this RFP, 1 original hard copy, plus an additional 18 copies for Town distribution of the proposal containing all of the materials and information required by

this RFP, along with an electronic version of the complete proposal (submitted via electronic document share files, i.e., Dropbox, Sharefile, etc.), must be received no later than 3 PM on _____, 2021 (the "Submission Deadline") by the Town at the following address:

Board of Selectmen
Medfield Town House, 2nd Floor
459 Main Street,
Medfield, Massachusetts 02052
Attention: Nicholas Milano, Assistant Town Administrator

3-7 SUBMISSION PROCEDURES

Proposals will be time-stamped as they are received at the office of the Board of Selectmen and the Board of Selectmen time stamp shall be controlling. Proposals received after the Submission Deadline will be deemed non-responsive and rejected. Faxed or electronically mailed (e-mailed) proposals will be deemed non-responsive regardless of the date received. Any proposals received late in person or by mail will be refused and will not be time-stamped.

Timely proposals will be publicly opened at [TIME] on [DATE] at:

Chenery Hall
Medfield Town Hall, 2nd Floor
459 Main Street
Medfield, MA 02052

The Town will not accept any information or materials received after the Submission Deadline unless such information or materials are provided in response to the Town's written request for such supplemental information or materials. Prior to the Submission Deadline, proposers may correct, modify, or withdraw a proposal by written notice to the Town at the address above. After the opening of proposals, a proposer may not correct or modify its proposal in any manner unless in response to a written request by the Town in its sole discretion. These submission requirements will be strictly enforced.

(continued next page)

The proposal must be in a sealed envelope addressed and marked as follows:

Your Name/Proposer's Name: _____

Your Return Address: _____

_____

SEALED PROPOSAL – Medfield State Hospital Development Proposal

c/o The Board of Selectmen for the Town of Medfield
Town House, 459 Main Street,
Medfield, Massachusetts 02052
Attention: Nicholas Milano, Assistant Town Administrator

DO NOT OPEN UNTIL AFTER _____ PM ON _____

If the proposal is sent via Express Mail, Federal Express or similar courier, the proposal must be in a sealed inner envelope address and marked as shown above.

SECTION 4 | SELECTION PROCESS / CRITERIA FOR EVALUATION

SECTION 4 | SELECTION PROCESS/CRITERIA FOR EVALUATION

4-1 SELECTION PROCESS OVERVIEW

On behalf of the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen, the Medfield State Hospital Development Committee ("MSHDC") will review and evaluate all complete proposals that have been received by the Submission Deadline. MSHDC will make recommendations to the Board of Selectmen, and ultimately any proposed sale or ground lease of the Disposition Property, or a portion thereof, supported by the Board of Selectmen will be subject to the required Town Meeting approval process.

Evaluation of the proposals will be based on:

- The information provided in the proposal in accordance with the submission requirements provided in Section 3.
- References and any additional information, including additional references, requested by MSHDC as applicable.
- Interviews and/or presentations for MHSDC and other stakeholders, as required as part of the proposal evaluation.
- Any other information from publicly available and verifiable sources.

During the selection process, the Town reserves the following rights:

- To negotiate with one of more proposers.
- To select a back-up proposer.
- To waive portions of the RFP.
- To waive any informalities in proposals.
- To request "best and final" offers.
- To reject any or all proposals.
- To issue a new Request for Proposals for any reason deemed appropriate by MSHDC, the Board of Selectmen, or the Town of Medfield.

Rule for Award

The Town is not obligated to select any proposals including the proposal(s) that offers the highest Total Consideration. The successful proposal will be the one(s) that is deemed most advantageous to the Town, in the Town's sole discretion, including consideration of any proposed contingencies.

If more than one directly competing proposal is deemed advantageous following the evaluation, a short-list will be created and best-and-final proposals will be sought. Following receipt and evaluation of best and final offers, the Town will preliminarily select a developer (or developers in the case of complementary proposals that each pertain to separate and distinct portions of the Disposition Property) and notify the developer in writing. The Town will notify, in writing, all proposers that have not been selected. The preliminarily selected developer will present their proposal at Special Town Meeting (date to be determined). An affirmative vote will be required at Special Town Meeting.

Subsequent steps in the developer selection process are outlined in Section 4-4.

Proposal Scoring

Proposals will be standardized and rated on a lineal scoring scale, from highest to lowest as described below. Scoring among evaluation criteria and categories will not be weighted by MSHDC in making its recommendations to the Board of Selectmen; all scorable criteria will have the same weight and importance, thus contributing equally to the total score determined by the MSHDC and presented to the Board of Selectmen.

Highly Advantageous	**4 Points**
Advantageous	**3 Points**
Acceptable	**2 Points**
Not Acceptable	**0 Points**

4-2 SELECTION CRITERIA: GENERAL REQUIREMENTS

Proposals received by the Submission Deadline will be initially evaluated by the MSHDC to determine if the proposals meet the requirements of the RFP. Competitive evaluation criteria are outlined in Section 4-3 below. In order for a proposal to be considered responsive and scored, the following minimum threshold criteria (non-scored criteria) must be met:

A. **Submission Conformance.** Conformance with *all* submission requirements as outlined in this RFP, including all required forms and certificates. This includes organizing the proposal in accordance with the submission requirements outlined in Section 3-5.

B. **Financial Feasibility**. The financial feasibility of the development proposed, must be demonstrated in a comprehensive financial plan (as included in Section 3-5, subsection E), which includes at a minimum:

(1) Underwriting financing assumptions;
(2) Hard and soft cost budgets;
(3) Operating budgets; and
(4) Summary of overall sources and uses.

C. **Public Access.** Public access must be maintained for continued use including, at a minimum, recreation and public-use access through the Disposition Property including roadways from Hospital Road and open spaces adjoining the MSH property including those providing access to the Charles River.

D. **Recognition of Existing and Continuing Obligations.** Proposals must directly address how the proposed development will recognize and incorporate existing and continuing obligations applicable to the site, including but not limited to the DCAMM LDA, the 2010 MEPA Certificate, and the long-term lease to CAM for the proposed Arts Center and provisions for shared use.

E. **Ability to Proceed upon Award.** Proposers must demonstrate an ability to commence work within 12 months of selection, including evidence of sufficient staff and capital resources required to perform the work. Proposers must provide a schedule including start-date, significant milestones and completion dates for the redevelopment.

F. **Ground Lease Proposals**. If a ground lease is proposed, the term assumed must be disclosed in the proposal submission. MSHDC anticipates a term of 99 years based on industry standards although a shorter term may be proposed.

4-3 SELECTION CRITERIA: Competitive Evaluation Criteria

To evaluate responsiveness and competitiveness of the non-threshold principles indicated in the developer's response, the following comparative criteria and scoring system will be utilized to weigh the relative merits of proposal submitted in response tohis RFP.

EVALUATION SCORING SHEET

Criteria Category:	Highly Advantageous	Advantageous	Acceptable	Not Acceptable
1. Project Vision and Consistency with Disposition Intent.				
a. Recognition of general redevelopment aspirations				
b. Historic Preservation				
c. Incorporation of Cultural Arts Center				
d. Sustainable Development Principles, Conservation of Resources, and Promotion of Clean Energy				
e. Public Access				
f. Housing Density/Mix of Uses				
2. Zoning				
g. Adherence to Redevelopment Design Guidelines				
h. Response to MSHD Permitted Uses				
i. Master Developer Proposals				
3. Community Impacts/Benefits				
j. Impact on local public-school system				
k. Impacts on local traffic				
l. Provision for parking				
m. Impact on tax base/taxes received				
n. Additional community benefits, as applicable				
o. Additional community benefits, as applicable				
4. Development Team				
p. Strength and experience of the Development Team				
q. Financial Feasibility/Ability to Finance				
r. Developer's capacity and ability to perform the work proposed				

1. **Vision/Consistency with Disposition Intent.** The Disposition Intent expressed in Section 1-2 is a product of many years of planning and community engagement in Medfield.

   While all proposals meeting the threshold criteria in Section 4-2 of this RFP will be considered, it is expected that the proposer's vision for the site and proposed Development plan will be generally consistent with the Disposition Intent.). Proposals should specifically address the criteria below.

   a. **Proposal's recognition of the general redevelopment aspirations**. The Town acquired the Disposition Property in 2014 and since that time completed an extensive Master Planning process and rezoning of the Property toward achievement of certain goals expressed in the Disposition Intent. Proposals that recognize and incorporate these goals will receive higher scores in this category.

   b. **Historic Preservation**. Redevelopment is subject to a Memorandum of Agreement (MOA) among the Town of Medfield, DCAMM, and the Massachusetts Historic Commission (Appendix L) concerning historic preservation. Proposals that include preservation of the historic buildings should specifically refer to the stipulations included in the MOA. Proposers should review the Medfield State Hospital Historic Resources Existing Conditions Memorandum compiled by Epsilon Associates in July 2014 (Appendix C) and the 2003 Medfield State Hospital Re-Use Study by Lozano, Baskin, and Associates, Inc. (Appendix D). Proposals incorporating the preservation of the most buildings and historic improvements will receive a higher rating in this category.

      Rehabilitation of buildings that contribute to the historic nature of the core property may qualify for State and/or Federal Rehabilitation Tax Credits. Proposers should also consult the Massachusetts Historic Commission's website https://www.sec.state.ma.us/mhc/mhctax/taxidx.htnm and the National Park Service website: https://www.nps.gov/tps/tax-incentives.htm for additional information on the State and Federal Historic Rehabilitation Tax Credit Programs.

      If substantial alterations are proposed for any of the "contributing buildings", structures or objects, or other major change to any part of the Disposition Property subject to this RFP, the developer must provide, at the developer's sole expense, a Photographic Recordation and Documentation per Section V. of the MOA.

      Proposers are advised to include an architect or historic sub-consultant with expertise in the preservation and adaptive reuse of historic buildings. While

not required, proposers should consider the following principles in their Development Plan:

- ❖ Preservation of the contributing buildings is encouraged where feasible.

- ❖ If it is determined that it is not feasible to preserve all of the character-defining features of the contributing buildings, preservation of the character-defining features of portions of contributing buildings should be examined and is encouraged where feasible. Any proposed alteration of the existing buildings should be reviewed by the MassHistoric Commission, the Medfield Historic District Commission and Medfield Historical Commission.

- ❖ Rehabilitation of the buildings should be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (Standards) incorporated herein by reference and by link: https://www.nps.gov/tps/tax-incentives.htm; and the;

- ❖ Use of the Massachusetts Historic Rehabilitation Tax Credit. https://www.sec.state.ma.us/mhc/mhctax/taxidx.htm

c. **Incorporation of Proposed Cultural Arts Center**. Higher ratings will be assigned to proposals that are expressly consistent with the executed lease and proposed development of the Cultural Arts Center) including but not limited to complementary site improvements and easements, co-development opportunities, post-construction programming support and/or shared use of portions of the Disposition Property, as applicable.

d. **Sustainable Development, Conservation of Resources, and Promotion of Clean Energy**. As a minimum, proposals must meet the Sustainable Development Principles expressed in Exhibit D of the 2014 DCAMM LDA and any continuing and new MEPA sustainability requirements for the site such as analysis and mitigation of greenhouse gas emissions and other environmental impacts. Proposals that incorporate additional sustainable housing measures, technology to conserve energy, water and other limited resources, and promote clean energy will receive higher ratings in this category. Proposals that consider comprehensive energy programs, including but not limited to net-zero building programs and carbon reduction through landscape preservation are encouraged.

In assigning ratings for this criterion, MSHDC will seek input from the Medfield Energy Committee (MEC), appointed by the Town's Board of Selectmen to consider how best to reduce energy use and improve the environment through more efficient use of energy resources in Town-owned buildings. MEC has conducted extensive research to explore cost-effective ways to address energy performance at MSH and has industry experience with low-complexity, low-maintenance, and low-risk design solutions to reduce climate impact. For informational purposes the MEC has provided the following materials for consideration by proposers.

[Add placeholder link or Appendix; information to be provided by Jim Nail of MEC and have request 2-3 pages maximum]

MEC's input on ratings will be advisory in nature, with all scoring determinations to be made by MSHDC.

e. **Public Access**. Preservation and public use of existing open spaces, including walking paths and access to the Charles River through abutting lands are a threshold criterion. Beyond that, proposals welcoming continued use of the site by Medfield residents and maximizing access and enjoyment of open spaces such as the North Field and the Green, will receive higher ratings.

f. **Housing Density/Mix of Uses**. Proposals must specify the types and amount of housing (number and units) proposed to be developed on the Disposition Property or portion thereof.

As applicable, provide unit count and density details regarding housing for:

- Seniors
- Mixed-Income or Affordable Housing
- Nursing or Memory Care
- Single occupancy housing/studios
- Young professionals
- Artist Live/Work
- Group Home or other special needs housing

In addition to housing, a variety of uses is encouraged to activate and enhance a town-center impression including but not limited to: light retail spaces, shared office, senior activities and cultural spaces. shared workspace on the Campus Core, featuring café and restaurant spaces to serve as an amenity to the residents of the new community and the public at-large is encouraged. Describe other uses, as proposed for the following:

- Commercial office space including shared office/co-working

- ❖ Retail spaces including café, restaurant or other "neighborhood retail"
- ❖ Senior services and activities
- ❖ Events/facility spaces
- ❖ Daycare or educational uses
- ❖ Other, as applicable

Proposals should reflect economic feasibility and need not adhere to a specific mix or percentage of uses. However, while all responsive submissions will be considered, the highest ratings will be assigned to proposals consistent with the scale and diversity of development reflected in Town planning efforts subsequent to acquiring MSH from DCAMM and permitted by current zoning.

2. **Zoning.** The Town adopted the 2019 Zoning Amendment to enable redevelopment of the Disposition Property and define general standards for that redevelopment. The effort was the culmination of an extensive public process over many years and indicates strong community support for the redevelopment of MSH consistent with the principles set forth in the Zoning Amendment. Proposals that adhere closely to these requirements with few proposed deviations and not requiring rezoning subject to additional Town Meeting action will receive higher ratings in this category.

g. **Adherence to Redevelopment Design Guidelines**. Design Guidelines, as outlined in Section 13 of the 2019 Medfield State Hospital District Zoning Amendment (Appendix H) applicable to the Disposition Property, broadly include:

- ➢ Campus Setting.
- ➢ Historic Preservation.
- ➢ Building Design and Massing.
- ➢ Preference for Building Rehabilitation over Demolition of Existing Buildings.
- ➢ Architectural Material Choices.
- ➢ Infrastructure.
- ➢ Access and Parking.
- ➢ Landscape.

Proposals that adhere closely to these Guidelines with few proposed deviations will receive higher ratings in this category.

h. **Response to the Permitted Uses in the MSHD**

Proposals that adhere closely to permitted uses and not requiring rezoning subject to additional Town Meeting action will receive higher ratings in this category. https://www.ecode360.com/36315504

i. **Master Developer Proposals.** Proposers may submit a proposal for all or part of the Disposition Property. While a Master Developer proposal is preferred, limited development, phased development, and/developer partnerships are permissible. Proposals which holistically address the entire Disposition Property and therefore may result in greater efficiencies, cost reduction, and liability reduction for the Town during the pre-development, development, and lease-up phases of the redevelopment will receive higher ratings in this category.

3. **Community Impacts/Benefits**. Proposals will be evaluated for impact on the Town and current residents with respect to use, densify, traffic, noise, aesthetic effect, and other considerations:

j. **Estimated impacts on the local public-school system.** Based on the housing program proposed, respondents shall provide an estimate of the number of school-aged children that are anticipated to reside at the development and an assessment of the capacity of the existing Medfield public schools to accommodate additional students. Proposals that most successfully mitigate potential net operating and capital cost increases for the Town will receive higher ratings in this category.

k. **Impacts on local traffic**. Respondents must include an initial analysis of the proposal's impact on local traffic, including estimated vehicle counts, on-site traffic management/mitigation strategies, and accommodation for public traffic access. Proposals that limit impact and outline a clear plan to manage that impact will be rated more highly. The Designated Developer will be required to provide a full third-party engineering analysis as a condition of the Developer LDA and mitigation measures may be required depending on the impact estimated.

l. **Provisions for parking.** Proposals must indicate how parking will be organized and utilized, appropriate to support the scope of the development proposed, and accommodate public parking including for the site's recreational and cultural uses. Proposers are encouraged to replace and relocate public parking areas (currently located along Hospital Road) in a location that does not impact the viewshed along Hospital Road. Proposals that most successfully address these considerations will receive higher ratings in this category.

m. **Fiscal impacts to the Town**. Proposals that most successfully enhance and diversify Town tax revenues will receive the highest ratings. Proposals should estimate potential tax revenues to the Town based on proposed residential, commercial, and other development as well as anticipated municipal expenditures required (snow removal, public safety, public services, increase in school age children, water/sewer capacity, etc.) to service the site. While discouraged, proposals must indicate whether any real estate tax agreements or financing mechanisms requiring additional negotiation with the Town are proposed (for example, Abatement or District Improvement Financing).

n. **Additional community benefits.** Submissions should specify additional community benefits, if any, associated with the development proposal. Proposals that provide the most significant additional community benefits will receive higher ratings in this category.

o. **Total Consideration.** Proposals shall clearly specify the Total Consideration to be granted for the Disposition Property or the portion of the Disposition Property that is the subject of the proposal. Total Consideration may consist of a cash purchase price, proposed ground lease rent and terms, and Community Benefits, each as applicable. Proposals judged to provide the greatest Total Consideration in net present value terms will receive higher ratings in this category.

4. **Development Team.** The proposal must include a description of the development team, the individuals, and organizations anticipated to be involved in the redevelopment and their relevant experience. Proposals are to clearly identify principals and all parties having a financial interest in the proposed redevelopment. Additionally, proposed architect, general contractor, developer construction management, proposed property management, legal counsel, and major consultants must be identified. If a proposal is a joint venture or partnership among multiple development entities, clearly describe the roles and responsibilities for each organization.

    p. **Strength of the Development Team**. Higher ratings will be awarded to development teams with the greatest amount of demonstrated successful experience on large, mixed-use projects. Proposals that include development partners are not discouraged as long as all of the criteria required by the RFP are addressed and the roles and responsibilities of each partner are clearly delineated.

q. **Financial Feasibility and Developer's Ability to Finance**. The financial feasibility of the development proposed must be demonstrated in a comprehensive financial plan required under the RFP. Documentation that the proposer has funds or financing available to complete the disposition and development as proposed, such as Letters of Interest from reputable lenders and investors to provide financing, should be included as applicable. The strongest financing proposals will receive the highest ratings.

r. **Developer's capacity to perform/proceed.** The proposer must demonstrate the knowledge, capacity, and ability to complete all remaining site and property investigation during the Due Diligence Period and execute the overall development concept in a reasonable timeframe as demonstrated by similar public-sponsored developments. Proponents should provide examples of relevant project experiences and provide a brief narrative describing how the examples are similar to and/or different from the proposal submitted in response to this RFP. Higher ratings will be assigned to proposers who demonstrate ability of the team to execute the development concept in a reasonable and acceptable timeframe as demonstrated by a clear and thoughtful development plan/schedule, a track record of completed similar developments, and references from other municipal partners.

4-4 DESIGNATION PROCESS: PDA AND DEVELOPER LDA

Following a successful Special Town Meeting vote, the Town anticipates naming one or more Designated Developer and entering into a PDA to establish the terms for the Designated Developer' Due Diligence Period. Any remaining site or property investigation is expected to be carried out during the Due Diligence Period, at the end of which the Town and Designated Developer will enter into a Developer LDA.

The Developer LDA will establish milestones precedent to the closing on the sale of the Disposition Property or applicable portions thereof. It is anticipated that closing will take place promptly after the execution of the Developer LDA, which may be extended by approval of the Town. Conditions and milestones under the Developer LDA will include steps necessary for implementation of the development proposal, such as site planning/engineering, environmental approvals, applicable local, state and federal zoning and permitting approvals, MEPA compliance, financing commitments, construction coordination and demonstration of constructability and others steps required to demonstrate the likelihood of project success.

If the Developer LDA documents are not executed and submitted to the Town within 120-days of the PDA the provisional designation will automatically expire unless an extension of time is granted in writing by the Town in its sole discretion. Upon execution

of the Developer LDA, the Designated Developer will be required to submit the following additional documents subject to review and approval by the Town:

- Beneficial Interest Disclosure Statement. The proposal must include a signed Disclosure Statement of Beneficial Interest (Appendix J).
- Certification of Tax Compliance. The proposal must include a signed Certification of Tax Compliance (Appendix K).
- A signed MEPA Form (Appendix M).
- Certificate of Non-Collusion (Appendix N).
- Certificate of Authority (Appendix O).
- Any other documents as required by MSHDC and/or the Town.

Failure of a Designated Developer to timely execute the PDA and Developer LDA and otherwise comply with the terms of this RFP shall entitle the Town to withdraw the designation from the Designated Developer and to retain all deposits as liquated damages. Only a fully executed Developer LDA will constitute a binding agreement for the disposition of all or part of the Disposition Property, subject to the terms and conditions of the Developer LDA.

SECTION 5 | GENERAL REQUIREMENTS

SECTION 5 | GENERAL REQUIREMENTS

5-1 TERMS OF DISPOSITION

i. The Disposition Property (the "Property") is offered as-is, and no warranties or representations are made by the Town with respect to the Property. Each proposer is responsible to make their own investigation of the Property. Each proposer is responsible for their own due diligence in determining the extent to which any hazardous materials, site and/or environmental conditions will impact their proposed development. Additional testing by successful proposer(s) will be allowed upon execution of the Provisional Designation Agreement (PDA).

   Designated Developer will be responsible for extending all utilities to service the proposed uses. Designated Developer may seek approval from the Town post-closing to alter existing access easements as reasonably required to address the Development Plan.

ii. The Property may be used in any way consistent with the applicable Massachusetts General Laws, the Town of Medfield's Zoning By-Laws, existing and continuing agreements governing the Property, and in compliance with the requirements of all Town Boards, Committees, Commissions, and Departments which oversee land use.

iii. Successful proposer(s) will enter into a PDA which will outline the terms of the disposition. Amendments may be made if mutually agreeable to the Town and the proposer. Payment of 50% of the cash consideration is due at the time of execution of the deed with the balance payable at issuance of the first building permit.

iv. Certification of Tax Compliance is required by the proposer (Appendix J).

v. The PDA and such other terms and conditions as the parties may incorporate into the PDA related to terms of the disposition transaction shall constitute the entire agreement between parties.

vi. It is anticipated that closing on the disposition transaction will take place within one-year of execution of the Developer LDA, which may be extended by approval of the Town.

vii. Only a fully executed Developer LDA will constitute a binding agreement for the sale of the Disposition Property, subject to the terms and conditions of the Developer LDA.

viii. Designated Developer and guarantors, as applicable, shall be required to release DCAMM from environmental claims as provided in the DCAMM LDA. Further, Designated Developer and guarantors, as applicable, shall indemnify and hold the Town harmless from and against all loss, costs and damages due to the environmental condition of any portion of the Disposition Property. [Provision and exact language to be discussed with counsel]

5-2 GENERAL PROVISIONS

A. Time is of the essence with respect to the Submission Deadline and all other dates, times and other deadlines set forth in this RFP.

B. The Town will not consider any proposal which is comprised in whole or in part through ownership or control of individuals or entities which have directly or indirectly had any involvement in the development or issuance of the RFP (involvement means, without limitation, involvement relating to legal, planning, environmental, appraisal, energy and sustainability, or other consulting services).

C. The Town makes no representations or warranties whatsoever, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this RFP, including, without limitation, information in the RFP, in appendices, exhibits, attachments, technical information, and/or supplements, in hard copy, facsimile, electronic or on-line, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon without outside, independent investigation and verification by the proposer. This information is subject to differing interpretation, analysis and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled.

D. This RFP is made subject to errors, omissions, prior authorized sale, lease or other disposition and any subsequent modifications, additions or changes in the RFP or sale terms and conditions.

E. Proposers are responsible for their own due diligence, including undertaking their own review and analysis concerning physical and structural conditions, environmental conditions, title, access, easements, utilities, applicable zoning, required permits and approvals, reuse potential, or any other development,

ownership or legal considerations. The Town makes no representations or warranties whatsoever concerning the adequacy, applicability, or substance of a proposer's due diligence investigations or to the suitability or feasibility of the Disposition Property for the purposes contemplated by a proposal or this RFP.

F. The Town reserves the right in its sole discretion to reject any proposal not submitted in conformance with the requirements of the RFP and any amendments hereto; to reject any and all proposals, for any reason whatsoever; and/or to waive, or to decline to waive irregularities in any proposal if and when the Town determines that it is in the Town's interest to do so.

G. The Town reserves the right in its sole discretion, to amend, suspend or withdraw this RFP by posting notice on the Town's website at any time for any reason whatsoever; to discontinue its selection process; to solicit other proposals; to issue a new RFP or conduct any authorized alternative procurement method for any reason whatsoever at any time. The Town makes no guarantee that any conveyance or agreement will result from this RFP.

H. The Town reserves the right, in its sole discretion, to seek best and final offers; to seek additional information or clarification of a proposal from proposers at any time; and to negotiate simultaneously with more than one proposer and to cease negotiation for any reason whatsoever at any time. The negotiation period and final form of agreement shall be determined by the Town, in its sole discretion.

I. All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, and paragraph 26. Any statements reserving any confidentially or privacy right in submitted proposals or otherwise inconsistent with these statutes are void and shall be disregarded.

J. If there is a conflict between the terms of this RFP (including addenda) and the General Provisions contained in this RFP, the terms of these General Provisions shall control. If there is a conflict between this RFP and any interpretation, clarification, or other response given to prospective or actual proposer, the terms of this RFP (as modified by written addenda, if any, issued in accordance with this RFP that are intended to replace or supersede any portion of this RFP) shall control.

Section 6 | APPENDICES

SECTION 6 | APPENDICES

A. Land Disposition Agreement between the DCAMM and the Town of Medfield. Land Disposition Agreement

B. Medfield State Hospital Strategic Reuse Master Plan, 2018. Medfield State Hospital Strategic Reuse Master Plan

C. Medfield State Hospital Historic Resources Existing Conditions Memorandum compiled by Epsilon Associates (July 2014). LINK

D. Lozano, Baskin, and Associates, Inc. conditions report.

E. MEPA Certificate EOEA #14448 issued April 2, 2010

F. 2018 Nitsch Engineering Site Plan (CAD file available upon request). Nitsch Engineering Site Plan

G. Cultural Alliance of Medfield Lease Agreement. Lease

H. 2019 Medfield State Hospital District Zoning Amendment (MSH Zoning bylaws amended 2/20/2020). Town of Medfield, MA Medfield State Hospital District (ecode360.com)

I. 2016 Housing Production Plan. Draft-Housing-Production-Plan-October-13-2016-PDF (medfield.net)

J. Disclosure Statement of Beneficial Interests.

K. Certificate of Tax Compliance.

L. Memorandum of Agreement with the Massachusetts Historic Commission. MoA LINK

M. MEPA Form.

N. Certificate of Non-Collusion.

O. Certificate of Authority.

Public comments received by the Medfield State Hospital Development Committee on the initial draft of the Request for Proposals have been uploaded here:

https://www.town.medfield.net/DocumentCenter/View/4911/MSH-draft-RFP-Public-Comments

Gmail

Nicholas Milano <nmilano@medfield.net>

Board of Registrars- for BOS 2-23-21 agenda

Marion Bonoldi <mbonoldi@medfield.net> Thu, Feb 18, 2021 at 10:27 AM
To: Kristine Trierweiler <ktrierweiler@medfield.net>, Jim Mullen <jmullen@medfield.net>, Nicholas Milano <nmilano@medfield.net>

Please see attached the appointment letters for the Board of Registrars.

Please note that Jennifer Keating will be appointed for a **3 year term** and Margret Vasaturo will be appointed for a **one year term.**

The Chair of the Republican Town Committee, Ms. Jennifer O' Shea, was notified and asked to submit a recommendation for a new candidate. Ms. O'Shea informed me on February 17, 2021 that no member of the Republican Town Committee was interested in filling the vacancy. Ms.Keating is a registered Republican resident and willing to join the Board of Registrars.

I plan on being an attendee of the BOS meeting on 2/23/21 in case there are any questions.

Thank you .

Marion Bonoldi

Board of Registrar appointments - Keating and Vasaturo.pdf
53K

TOWN OF MEDFIELD
Office of
TOWN CLERK
459 Main Street
Medfield, Massachusetts 02052

(508) 906-3024
Fax: (508) 359-6182
mbonoldi@medfield.net

DATE : February 18, 2021

TO: Board of Selectmen

FROM: James G. Mullen, Jr.

Nathan Walter Bazinet has resigned from the Board of Registrars.

I recommend that you appoint Jennifer Karen Keating of 34 Vine Brook Road, Medfield to the Board of Registrar effective immediately for a 3 year term.

Sincerely,

James G. Mullen, Jr.
Interim Town Clerk

Gmail

Marion Bonoldi <mbonoldi@medfield.net>

Board of Registrars

1 message

steve teehan [redacted]
To: mbonoldi@medfield.net
Cc: Marge Vasaturo <[redacted]

Thu, Feb 4, 2021 at 10:23 PM

February 4, 2021

Ms. Marion Bonoldi, Assistant Town Clerk
Mr. James Mullen, Interim Town Clerk
Honorable Board of Selectmen

As chairperson of the Medfield Democratic Town Committee I recommend Margaret "Marge" Vasaturo to replace DTC member Eileen DeSorgher on the board of registrars. DeSorgher is an elected member of the Medfield Housing Authority and resigned from the board of registrars on February 1 due to a Massachusetts general law prohibiting a registrar to serve as an elected or appointed member to a town board.

Marge Vasaturo is a long term member of the Medfield DTC and a lifelong resident of our town. She will be a conscientious and dependable member of the board of registrars.

Thank you.

Stephen Teehan, Chair.
Medfield Democratic Town Committee
[redacted]

cc: M. Vasaturo

TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN ELECTION
MARCH 29, 2021

Norfolk, ss

To the Constables of the Town of Medfield in Said County, Greetings:

In the Name of the Commonwealth, you are directed to notify and warn the Inhabitants of the Town of Medfield, qualified to vote in elections and in town affairs, to meet at the Center at Medfield on Ice House Road in said Medfield on **MONDAY, THE TWENTY-NINETH** day of March, A.D. 2021 at 6:00 o'clock A.M., then and there to act on the following purpose:

To choose all Town Officers required to be elected by ballot, viz:

One Selectman for a term of three years
One Town Clerk for a term of three years
One Moderator for a term of one year
One Assessor for a term of three years
One School Committee member for a term of three years
Two Library Trustees for a term of three years
One Planning Board member for a term of five years
One Planning Board member for a term of two years
One Park Commissioner for a term of three years
One Housing Authority member for a term of three years
One Trust Fund Commissioner for a term of three years

The polls will open at 6:00 o'clock A.M. and shall be closed at 8:00 o'clock P.M.

And you are directed to serve this Warrant by posting an attested copy thereof, in the usual place for posting warrants in said Medfield, seven days at least before the time of holding said Town Election.

Hereof fail not and make due return of this Warrant with your doings thereon, unto the Town Clerk at the time and place of the Town Election aforesaid. Given unto our hands this _____ day of March, Two Thousand and twenty-one.

Gustave Hill Murby, Sr., Chair _____

Osler L. Peterson _____

Michael T. Marcucci _____

BOARD OF SELECTMEN

By virtue of this Warrant, I have notified and warned the inhabitants of the Town of Medfield, qualified to vote in elections and at town meetings, by posting attested copies of the same at five public places, seven days before the date of the elections, as within directed.

Constable:

Date:

A TRUE COPY ATTEST:
James G. Mullen, Jr.
Interim Town Clerk

TOWN OF MEDFIELD
MASSACHUSETTS
Department of Public Works

MAURICE G. GOULET
Director of Public Works

55 North Meadow Road
Medfield, MA 02052
(508) 906-3003
Fax (508) 359-4050
mgoulet@medfield.net

MEMORANDUM

TO: Kristine Trierweiler, Town Administrator
Board of Selectmen

FROM: Maurice G. Goulet, Director of Public Works

DATE: February 18, 2021

SUBJECT: Fiscal Year 2021 Snow and Ice Budget

As of February 18, 2021, the balance in the Snow and Ice Budget is as follows:

Salary: -$24,384.87
Operations: $76,582.41
Total Operating Budget: $52,197.54

I am requesting approval to incur a deficit in the Snow and Ice Budget due to the ongoing winter weather.

If you have any questions or require any additional information, please do not hesitate to contact me.

FOR 2021 99

ACCOUNTS FOR: 01 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
423 SNOW & ICE							
014231 SNOW & ICE-SALARY EXPENSE							
014231 510100 SNOW SAL EXP	110,461	0	110,461	134,845.87	.00	-24,384.87	122.1%
TOTAL SNOW & ICE-SALARY EXPENSE	110,461	0	110,461	134,845.87	.00	-24,384.87	122.1%
014232 SNOW & ICE-OPERATING EXPENSE							
014232 520300 EQUIP REPAIR & SE	40,000	0	40,000	34,627.20	.00	5,372.80	86.6%
014232 521301 GASOLINE	19,371	0	19,371	4,621.91	.00	14,749.09	23.9%
014232 522000 CONTRACTED SNOW P	40,061	0	40,061	25,090.00	.00	14,971.00	62.6%
014232 522100 SAND & SALT	79,541	0	79,541	40,404.86	.00	39,136.14	50.8%
014232 523200 MEALS	4,000	0	4,000	1,646.62	.00	2,353.38	41.2%
TOTAL SNOW & ICE-OPERATING EXPENSE	182,973	0	182,973	106,390.59	.00	76,582.41	58.1%
TOTAL SNOW & ICE	293,434	0	293,434	241,236.46	.00	52,197.54	82.2%
TOTAL GENERAL FUND	293,434	0	293,434	241,236.46	.00	52,197.54	82.2%
TOTAL EXPENSES	293,434	0	293,434	241,236.46	.00	52,197.54	

FOR 2021 99

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	293,434	0	293,434	241,236.46	.00	52,197.54	82.2%

** END OF REPORT - Generated by Nicholas Milano **

ENERGY CREDIT PURCHASE AGREEMENT

This Energy Credit Purchase Agreement is made and entered into as of February ___, 2021 (the "***Effective Date***"), by and between 2 Ice House, LLC, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("***Seller***"), and the Town of Medfield, a Massachusetts municipality ("***Buyer***"). Seller and Buyer may be referred to herein collectively as the "***Parties***" and individually as a "***Party***".

Recitals

A. Seller plans to construct at the Property (as defined in the attached Exhibit A) one or more canopy solar photovoltaic generation facilities with an aggregate generating capacity of up to approximately 769 KW DC (600 KW AC) (individually, a "***Facility***" and collectively, the "***Facilities***").

B. The Parties intend that, pursuant to the SMART Program Rules (as defined below), the Facilities will be both (i) Alternative On-Bill Credit Generation Units (as defined below) and will generate Alternative On-Bill Credits or AOBCs (as defined below) and (ii) Public Entity Solar Tariff Generation Units (as defined below).

C. Pursuant to the SMART Program Rules, Seller (or its designee) will participate in the Utility's SMART Tariff (as defined below) as a Host Customer of the Facilities and, as such, intends to periodically accrue AOBCs associated with the Electricity generated by the Facilities during the Term.

D. Subject to the terms and conditions of this Agreement, Seller desires to deliver to Eversource East (the "***Utility***") all of the Electricity generated by the Facilities during the Term and Buyer desires to pay Seller for and receive one hundred percent (100%) of the AOBCs associated such Electricity (the "***Buyer Allocation Percentage***").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1
DEFINED TERMS

As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"***Affiliate***" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"***Agreement***" means this Energy Credit Purchase Agreement, including all exhibits and attachments hereto.

"***Allocation Instructions***" has the meaning set forth in Section 7.5(a)(i) of this Agreement.

"***Alternative On-Bill Credit***" or "***AOBC***" has the meaning set forth in the SMART Program Rules.

"***Alternative On-Bill Credit Generation Unit***" has the meaning set forth in the SMART Program Rules.

"***AOBC Price***" has the meaning set forth in Exhibit C attached hereto.

"***Applicable Legal Requirements***" means any Laws which may at any time be applicable to this Agreement, the Facilities, the Facility sites, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be required for the use and occupancy of the Facility sites or for the installation, operation, maintenance and removal of any of the Facilities.

"***Bankrupt***" means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

"***Billing Cycle***" means the monthly billing cycle established by the Utility (reasonably adjusted by Seller in the event that different Facilities have different Utility billing cycles).

"***Business Day***" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

"***Buyer***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Buyer Allocation Percentage***" has the meaning set forth in the recitals.

"***Buyer Recipient Accounts***" has the meaning set forth in Section 7.2(a).

"***Commercial Operation,***" with respect to a Facility, means that the Facility is ready for regular, daily operation, has been interconnected to the Utility system, has been accepted by the Utility (to the extent required), and is capable of producing Electricity and delivering it to the Delivery Point.

"***Commercial Operation Date***" means the first day on which the last Facility to achieve Commercial Operation, as defined herein, is ready for Commercial Operation, as certified in writing by Seller to Buyer in a notice of Commercial Operation Date pursuant to Section 3.3.

"***Confidential Information***" has the meaning set forth in Section 8.1 of this Agreement.

"***Construction Commencement Date***" means the date of commencement of actual preparation or construction activities in connection with the installation of the first Facility.

"***Delivery Point***" for each Facility means the Utility Meter behind which such Facility is located.

"***Facility***" has the meaning set forth in the recitals.

"***DOER***" means the Massachusetts Department of Energy Resources or its successors.

"***DPU***" means the Massachusetts Department of Public Utilities or its successors.

"***Early Termination Date***" has the meaning set forth in Section 2.3.

"***Effective Date***" is the date first set forth in the introductory paragraph of this Agreement.

"***Electricity***" means the electricity generated by the Facilities and delivered to the Delivery Points, as metered in whole kilowatt-hours (kWh) at the Seller Meters (or, in the absence of a Seller Meter, the Utility Meter).

"***Environmental and Tax Attributes***" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facilities and/or their electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facilities and/or their electricity generation. For avoidance of doubt, Environmental and Tax Attributes do not include the AOBCs purchased by Buyer under this Agreement.

"***Event of Default***" has the meaning set forth in Article 10.

"***Facilities***" and "***Facility***" have the meanings set forth in the recitals. For avoidance of doubt, the term "Facility" as used in this Agreement may, as the context requires, correspond with the term "Unit" as used in the SMART Program Rules.

"***Financing Party***" has the meaning set forth in Section 16.2(a).

"***Force Majeure***" means any event or circumstance that prevents Seller from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of Seller, and (ii) by the exercise

of reasonable due diligence, Seller is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

"***Governmental Authority***" means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

"***Host Account***" means, with respect to a particular Facility, the Utility account with respect to the Utility Meter serving such Facility.

"***Host Customer***" means, with respect to a particular Facility, the owner or authorized agent of a Facility enrolled under the SMART Tariff as an Alternative On-Bill Credit Generation Unit.

"***Interconnection Obligations***" has the meaning set forth in Section 3.4.

"***Interest Rate***" means the lesser of (a) one and one-half percent (1.5%) per month and (b) the maximum rate permitted by applicable law.

"***Invoice***" has the meaning set forth in Section 4.3.

"***kWh***" means kilowatt-hour.

"***Laws***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

"***Outside Construction Commencement Date***," means December 1, 2021, provided that the Outside Construction Commencement Date may be extended by Seller up to eighteen (18) months as long as Seller is diligently pursuing the development of one or more Facilities, and provided further that such period of time shall be extended for a period of time concurrent with the periods of time required for (i) the Utility's completion of any required Utility System upgrades or resolution of any other Utility delays, including, without limitation, the Utility's failure to comply with its interconnection tariff, and (ii) the resolution of any challenge to any permit or approval relating to a Facility.

"***Person***" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

"***Public Entity Solar Tariff Generation Unit***" has the meaning set forth in the SMART Program Rules.

"***Representatives***" shall mean a Party's Affiliates, and its Affiliates' successors and assigns, and each of their respective owners, members, directors, officers, employees, independent contractors, agents, attorneys, and other representatives, as well as existing or potential debt or equity financing parties.

"***Seller***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Seller Meter***" means, with respect to each Facility, any and all revenue quality meters installed by Seller at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility and delivered to the Delivery Point.

"***SMART Program***" means the Solar Massachusetts Renewable Target Program, as embodied by the SMART Program Rules.

"***SMART Program Rules***" means, collectively and as amended from time to time, the Massachusetts SMART regulations, 225 CMR 20.00 *et seq.*, policies issued from time to time by DOER relating to the SMART Program, orders issued by DPU relating to the SMART Program, and the associated SMART Tariff of the Utility.

"***SMART Tariff***" means the Utility's tariff implementing the SMART Program, as such tariff may be amended from time to time.

"***Statement of Qualification***" means an assurance that a Facility will be an Alternative On-Bill Credit Generation Unit and a Public Entity SMART Tariff Generation Unit upon the Utility's issuance of notice of authorization to interconnect such Facility, subject to the satisfaction of certain requirements between issuance of the Statement of Qualification and such notice of authorization to interconnect.

"***Term***" has the meaning set forth in Section 2.1.

"***Termination Date***" means the earlier to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default, and (iv) the date of termination as the result of Force Majeure pursuant to Section 9.2.

"***Utility***" has the meaning set forth in the recitals.

"***Utility Meter***" means, with respect to each Facility, the Utility meter furnished, installed or monitored by the Utility for the purpose of measuring the Electricity delivered by the Utility to the Host Customer and delivered by the Host Customer to the Utility.

"***Utility System***" means the electric distribution system operated and maintained by the Utility.

ARTICLE 2
TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 Term. The term of this Agreement (including any extensions, the "***Term***") shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date.

2.2 Conditions Precedent. The commencement of the obligation of Seller to provide Electricity to the Delivery Points and to arrange for the allocation to Buyer of AOBCs generated in connection with such Electricity under the provisions of this Agreement, is subject to the fulfillment of each of the following conditions precedent except to the extent waived by Seller:

(a) Seller shall have obtained all permits and approvals required for the construction and operation of the Facilities;

(b) a Statement of Qualification shall have been issued with respect to each of the Facilities;

(c) Seller shall have obtained project financing for the Facilities on terms acceptable to Seller;

(d) Buyer shall have provided Seller with information required hereunder with respect to the Buyer Recipient Accounts sufficient to permit preparation of the Allocation Instructions;

(e) the Facilities shall have been interconnected with the Utility in accordance with the requirements of the interconnection service agreement, the SMART Program Rules and Applicable Legal Requirements;

(f) the first Facility shall have achieved Commercial Operation; and

(g) no Buyer Default or any event which, with the giving of notice or the lapse of time or both, would become a Buyer Default shall have occurred and be continuing, and Seller shall have received a certificate of a senior official of Buyer to such effect.

2.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the "***Early Termination Date***"):

(a) by Seller, at any time prior to the installation of the first solar module with respect to the Facilities, upon notice to Buyer, in the event that Seller, in its discretion, determines that the development of the Facilities should be abandoned;

(b) by Seller, at any time prior to the Commercial Operation Date, upon notice to Buyer, in the event that any of the conditions precedent set forth in Section 2.2 has not been satisfied;

(c) by Buyer, upon thirty (30) days' notice to Seller delivered no more than thirty (30) days following the Outside Construction Commencement Date, in the event that the Construction Commencement Date has not occurred by the Outside Construction Commencement Date, provided that Buyer may not exercise its right to terminate under this Section 2.3(c) after the earlier of (i) the Construction Commencement Date and (ii) the date on which Seller notifies Buyer that closing of financing for construction of all or a portion of the Facilities has occurred; or

(d) by either Party in accordance with Section 9.2 or 10.2.

Upon early termination of this Agreement in accordance with this Section 2.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE 3
DEVELOPMENT OF FACILITIES

3.1 Development of Facilities by Seller. Seller shall undertake commercially reasonable good faith efforts to obtain required permits and financing for, and to construct the Facilities.

3.2 Notice of Facilities and Designated Capacity. Prior to the Commercial Operation Date, Seller shall provide notice to Buyer of the designation of the Facilities and of the Designated Capacity by delivering to Buyer an updated Exhibit A.

3.3 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to Buyer when each Facility has achieved Commercial Operation. Seller shall in the notice of Commercial Operation for the final Facility to achieve Commercial Operation certify to Buyer the Commercial Operation Date.

3.4 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Facilities to the Utility System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("***Interconnection Obligations***"). In no event will Buyer be responsible for any Interconnection Obligations, except as set forth in Section 7.5.

3.5 Cooperation Regarding Authorizations. Seller will manage applications for all permits, approvals, registrations and other related matters with the Utility and any Governmental Authority, including the submission of applications described in this Agreement and, to the extent relevant, Seller will do so on behalf of Buyer. Buyer agrees to cooperate with

Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law, Buyer hereby designates Seller as its agent in obtaining all permits, approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby.

3.6 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Facilities and all Environmental and Tax Attributes shall be and remain with Seller.

ARTICLE 4
PURCHASE AND SALE; DELIVERY

4.1 Purchase and Sale of AOBCs. Commencing on the date the first Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Seller shall arrange for allocation to Buyer of, and Buyer shall pay for, a percentage of the AOBCs equal to the Buyer Allocation Percentage.

4.2 Price. The purchase price of each AOBC shall be calculated in accordance with Exhibit C.

4.3. Invoicing and Payment. During each monthly Billing Cycle, Seller shall provide Buyer with an invoice (the "***Invoice***") for the Buyer Allocation Percentage of the AOBCs with respect to Electricity delivered to the Delivery Points during the prior Billing Cycle at the AOBC Price. Buyer will remit payment of the amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) within thirty (30) days following Buyer's receipt of each such Invoice. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

4.4 Invoice Disputes. In the event of a good faith dispute regarding any Invoice, Buyer shall pay the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 14. Upon resolution of the dispute, any required refund or additional payment shall be made within thirty (30) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by Buyer with respect to an Invoice or an adjustment thereof is waived unless, within twelve (12) months after the invoice is rendered or such adjustment is made, Buyer notifies Seller of such dispute and states the basis for such dispute. Upon Buyer's request with respect to an Invoice, Seller, within ten (10) days, shall provide Buyer with information necessary to permit Buyer to replicate Seller's computation of the invoiced amount.

4.5 [Intentionally Omitted].

4.7 Title and Risk of Loss. Title to and risk of loss of the Electricity will pass from Seller to the Utility at the applicable Delivery Point. Title to and risk of loss of the Buyer Allocation Percentage of the AOBCs will pass from Seller to Buyer upon the appearance of such AOBCs on the Utility invoices issued with respect to the Host Account.

4.8 Creditworthiness. Buyer has been issued one or more municipal bond credit ratings within the twelve (12) month period preceding the Effective Date and provided Seller with true and accurate copies of such credit rating documents. In the event of Seller's request from time to time during the Term, Buyer agrees to promptly provide to Seller copies of any subsequent municipal bond credit rating documents.

4.9 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.

ARTICLE 5
TITLE TO ENVIRONMENTAL AND TAX ATTRIBUTES AND CAPACITY

Other than the AOBCs that are allocated to the Buyer Recipient Accounts under the SMART Program Rules, as between Seller and Buyer, Environmental and Tax Attributes and any rights or credits relating to the generating capacity of the Facilities shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Buyer shall, upon Seller's request, take whatever actions are reasonably necessary from time to time in order for the Seller to claim the benefits of all Environmental and Tax Attributes and capacity rights or credits other than the AOBCs allocated to the Buyer Recipient Accounts.

ARTICLE 6
METERS; BILLING ADJUSTMENTS

6.1 Metering Equipment. The Parties acknowledge that Seller shall arrange for the Utility to furnish and install the Utility Meters and for the Host Customer to serve as the Utility's customer of record with respect to the Utility Meters. Seller shall be responsible for arranging compliance with any Utility customer requirements relating to Utility access to the Utility Meters. In addition, Seller may install, own, operate, and maintain one or more Seller Meters.

6.2 Meter Accuracy.

(a) Utility Meter Accuracy. Upon the request of Buyer, Seller shall seek to arrange for testing by the Utility of the accuracy of the Utility Meters.

(b) Seller Meter Accuracy. Seller, at its sole cost, shall test the Seller Meters in accordance and compliance with the manufacturer's recommendations and shall provide the results of such tests to Buyer. No more than once per calendar year, Buyer shall have the right to require Seller to conduct an audit of all Seller Meter data upon reasonable notice, and any such audit shall be at Buyer's sole cost (except as set forth below). If testing of a Seller Meter pursuant to the foregoing indicates that the meter is in error by more than two percent (2%), then Seller shall promptly repair or replace the Seller Meter at no cost to Buyer (and, if testing has been performed at Buyer's request, Seller and not Buyer shall bear the cost of such testing). For avoidance of doubt, if Seller has already conducted such an audit during a calendar year on its own initiative or at the request of another entity, Seller shall not be required to conduct an additional audit during the same calendar year.

(c) Discrepancy Between Seller and Utility Meters. If at any time there is a discrepancy between a Utility Meter and the corresponding Seller Meter, including without limitation a discrepancy associated with a billing adjustment described in Section 6.3, Seller, at Buyer's request, will use commercially reasonable good faith efforts to investigate and remedy such discrepancy in consultation with the Utility.

6.3 Billing Adjustments Following Utility Billing Adjustments. If as a result of a Utility billing adjustment the quantity of AOBCs for any period is decreased, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for the Buyer Allocation Percentage of the relevant portion of such AOBCs. If as a result of such adjustment the quantity of AOBCs for any period is increased, Buyer shall pay for the Buyer Allocation Percentage of the relevant portion of such AOBCs.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;

(b) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy,

insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;

(d) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;

(e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(f) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

7.2 Additional Representations and Warranties of Buyer. In addition and without limiting any other provision herein, Buyer represents and warrants to Seller that:

(a) those of Buyer's existing utility accounts identified in Exhibit B attached hereto (the "***Buyer Recipient Accounts***") are accounts with the Utility; and

(b) Buyer, to the best of its knowledge after reasonable inquiry, has provided to Seller complete and correct records of its electricity usage and costs with respect to the Buyer Recipient Accounts.

7.3 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

7.4 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and that Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

7.5 Covenants of Buyer.

(a) SMART Program Matters.

(i) Allocation of AOBCs. Seller shall prepare the Utility's AOBC Payment/Credit Forms (the "***Allocation Instructions***"), and Buyer shall cooperate fully with Seller's preparation of such documents. At Seller's request, Buyer shall promptly take any action and execute any documents, as required, to facilitate the allocation to the Buyer Recipient Accounts of the Buyer Allocation Percentage of the AOBCs accruing to the Host Customer of the Facilities.

(ii) SMART Qualification. Buyer shall not take any action that would adversely affect any Facility's qualification, or the nature of such qualification, for participation in the SMART Program as both an Alternative On-bill Credit Generation Unit and Public Entity Solar Tariff Generation Unit.

(iii) Third-party AOBCs. Buyer may enter into one or more agreements with third parties for the purchase of AOBCs, provided that Buyer shall not allocate or permit to be allocated any AOBCs generated by any other source to the Buyer Recipient Accounts if such allocation would affect Buyer's ability to comply with its obligations under this Agreement, provided further that, whether or not such effect is anticipated, Buyer shall provide at least thirty (30) days' notice to Seller prior to undertaking or permitting any such allocation.

(iv) Consolidated Billing of Electricity Charges. In order to facilitate Buyer's ability to use AOBCs allocated to the Buyer Recipient Accounts, Buyer shall arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its Utility invoices. Notwithstanding the foregoing, Buyer shall have the right not to arrange for such consolidated billing but Buyer acknowledges that in such event it will only be able to use the AOBCs to offset those charges that appear on invoices issued by the Utility and not charges that appear separately on invoices issued by a competitive supplier.

(b) Interconnection Matters. In order to fulfill the Utility's requirements for interconnecting to the Utility System an energy generating facility that is located on the property of another party, Seller shall be party to the interconnection service agreement and Buyer agrees, promptly following Seller's request, to enter into a landowner consent agreement with the Utility in the form attached as an exhibit to the Utility's interconnection tariff (the "***Landowner Consent Agreement***").

(c) Uniform Procurement Act Exemption Filings. **Buyer shall strictly comply with the provisions of G.L. c. 30B, § 1(b)(33), which requires that, within fifteen (15) days of the signing of a contract for energy or energy related services by a covered public entity, the procuring public entity shall submit to the DPU, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract. Buyer**

shall promptly deliver to Seller a complete copy of such filings together with satisfactory evidence that the filings have been timely made.

(d) No Resale of Electricity. This Agreement is an agreement by Buyer to receive and pay for AOBCs. Nevertheless, to the extent that this Agreement is deemed to constitute an agreement for the purchase of Electricity, the Electricity deemed to be purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the Utility pursuant to the SMART Program Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not take any action which would cause Buyer or Seller to become a utility or public service company.

(e) No Right to Enter or Use Property. Buyer shall not have, nor shall it assert, any right under this Agreement to use the Facilities or enter upon or use the property on which the Facilities are located.

(f) No Assertion that Seller is a Utility. Buyer shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

(g) Contingent Allocation of Utility Cash Payment. In the event that, with respect to one or more of the Facilities, the Utility becomes entitled to, and elects to, make cash payments to the Host Customer in the amount of the AOBCs in lieu of allocating the AOBCs to the Buyer Recipient Accounts, Buyer's obligation hereunder to pay for the Buyer Allocation Percentage of the Electricity shall remain in effect but Seller shall instead cause the Host Customer to deliver to Buyer a portion of such cash payments equal to the Buyer Allocation Percentage.

ARTICLE 8
CONFIDENTIALITY

8.1 Duty of Confidentiality. To the extent permitted by law, all terms of this Agreement and all information provided by a Party or its representatives to the other Party (the "***Confidential Information***") shall be confidential and shall not be disclosed by the receiving Party without the disclosing Party's prior written consent, except that Seller may disclose Confidential Information to its Representatives. Neither Party shall be prevented from disclosing information which: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is independently developed by the receiving Party without use of the other Party's confidential information; (iii) is required to be disclosed pursuant to applicable law, government regulation or order or by the requirements of any securities exchange, or is requested to be disclosed by a governmental authority or agency or any self-regulatory organization (including, without limitation, any stock exchange authority), provided the receiving Party gives the disclosing Party reasonable prior notice of such requirement and affords such Party the opportunity to seek a protective order or other appropriate means to safeguard the confidentiality of such information.

8.2 Publicity. Except to the extent required by law, without the prior written consent of the other Party, neither Party shall make any public comment, statement, or communication with respect to this Agreement. If either Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required, and the time and place that the disclosure will be made. Notwithstanding the foregoing, following the execution of this Agreement, Seller may in its discretion prepare and issue a press release or other form of public announcement, the form of which shall be delivered to Buyer prior to release, disclosing the existence of this Agreement. Without limiting the generality of the foregoing, all public statements made by or on behalf of either Party must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental and Tax Attributes and any related reporting rights.

8.3 Survival of Confidentiality and Publicity Provisions. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination or expiration of this Agreement.

ARTICLE 9
FORCE MAJEURE

9.1 Performance Excused by Force Majeure. To the extent Seller is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement, then Seller will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Seller will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Seller is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Seller in its sole discretion. During the period in which, and to the extent that, obligations of Seller are excused by Force Majeure, Buyer will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.

9.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of twelve (12) calendar months or longer, either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

ARTICLE 10
EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. An "***Event of Default***" means, with respect to a Party (a "***Defaulting Party***"), the occurrence of any of the following:

(a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within fourteen (14) days after receipt of notice of such failure;

(b) such Party's failure to comply with any other material provision of this Agreement if such failure is not remedied within sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured; or

(c) such Party becomes Bankrupt.

10.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 16 with respect to a Seller Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days' notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law and in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages, whether direct or indirect. For Seller, such damages may include, without limitation, (i) lost revenues in connection with any failure by Buyer to make purchases from Seller hereunder in accordance with the terms hereof, (ii) lost revenues in connection with any inability of Seller to sell Environmental or Tax Attributes associated with such Electricity or the reduction in value of such Environmental or Tax Attributes, and (iii) accelerated payments, fees, damages and penalties under Seller's financing agreements. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right to sell electricity and associated AOBCs produced by the Facilities to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

10.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

10.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 11
CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

11.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

11.2 Utility and Regulatory Matters. Upon the termination or expiration of this Agreement for any reason, Buyer shall promptly take all actions and execute all documents, as may be necessary or reasonably requested by Seller, to facilitate the amendment of the Allocation Instructions so as to terminate as soon as practicable the allocation of AOBCs to the Buyer Recipient Accounts, and Buyer hereby grants Seller the right to act as Buyer's attorney-in-fact to take the actions required by Buyer in this sentence. To the extent that the Utility does not permit termination of allocation of AOBCs to the Buyer Recipient Accounts (as modified from time to time) as of the effective date of termination or expiration of this Agreement and instead requires termination of such allocation as of a later date, Buyer's purchase and payment obligations hereunder shall survive with respect to Electricity delivered by Seller to the Delivery Point and corresponding with AOBCs allocated to the Buyer Recipient Accounts.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its members, managers, officers, employees, agents, representatives and independent contractors, from and against all costs, claims, and expenses incurred by the other Party in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the gross negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Party's control or (ii) an Event of Default of the indemnifying Party. The indemnifying Party further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article. Should the indemnifying Party defend any such claim against the indemnified party, it shall have full control of such defense, in its reasonable discretion. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of an indemnified party.

12.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify the indemnifying Party of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the indemnifying Party that it will assume the defense and indemnification of such claim, the indemnifying Party may assert any defenses which are or would otherwise be available to the indemnified party.

12.3 Limitation on Buyer Indemnity to the Extent Prohibited by State Law. Notwithstanding any provision contained herein, the provisions of this Article 12 shall not apply to Buyer to the extent limited by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution, which prohibits municipalities from pledging their credit without prior legislative authority.

12.4 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration of this Agreement for a period of two (2) years with respect to any claims which occurred or arose prior to such termination or expiration.

ARTICLE 13
LIMITATIONS

13.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party (other than Financing Parties) and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) Limitations on Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any special or punitive damages whatsoever arising out of this Agreement or anything done in connection herewith. This Section 13.1(b) shall apply whether any such damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

13.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Seller does not warrant or guarantee the amount of Electricity to be generated by the Facilities or the quantity of associated AOBCs available hereunder.

ARTICLE 14
GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws.

14.2 Dispute Resolution.

(a) The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall

be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Seller and the Town Administrator of Buyer (or the individuals then serving as chief executives of the Parties), who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute may mutually agree to submit the dispute to mediation. The period for mediation shall commence upon the appointment of the mediator, shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation (or in the event that the Parties to not agree to submit the dispute to mediation), sole venue for judicial enforcement shall be the Superior Court for Norfolk County, Massachusetts. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise.

(e) In any judicial action, the Prevailing Party (as defined below) shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to reasonable attorneys' fees, expert witness fees and travel expenses, arising from the civil action. As used herein, the phrase "***Prevailing Party***" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

ARTICLE 15
ASSIGNMENT; BINDING EFFECT

15.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.

15.2 Permitted Assignments by Seller. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to (i) an Affiliate of Seller or, provided that Seller (or its contractor) retains responsibility for the day to day operation of the Facilities, to any other Person in connection with financing of the Facilities, or (ii) to the purchaser of all or substantially all of the assets of Seller, or to an entity that acquires ownership of one or more of the Facilities or, prior to the construction of one or more of the Facilities, the development rights thereto. In the event of any such assignment, Seller shall provide notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or, as of the effective date of such assignment, will have assumed) all or a portion of Seller's rights and obligations under this Agreement. In addition, in the event of an assignment under clause (ii) above, promptly following Buyer's request, Seller and/or such assignee shall reasonably demonstrate to Buyer the assignee's ability (itself or through use of the services of qualified third parties) to perform its obligations under this Agreement, provided that the assignee shall not be required to possess ability that exceeds that of Seller immediately prior to such assignment. Buyer agrees to promptly execute any document reasonably requested of Seller in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 15.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Seller's rights and obligations hereunder, Seller shall have no liability arising under this Agreement after the effective date of such assignment.

15.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 16
FINANCING AND RELATED MATTERS

16.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 15, Buyer specifically agrees, without any further request for prior consent, to permit Seller to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Facilities, and to sign any agreements reasonably requested by Seller or its debt or equity financing parties to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Seller of its obligations under this Agreement.

16.2 Financing Party Rights.

(a) Notice to Financing Party. Buyer agrees to give copies of any notice provided to Seller by Buyer to any assignee or transferee permitted pursuant to Section 16.1 of which it has notice (each, a "***Financing Party***") of any event or occurrence which, if uncured, would result in a Seller Event of Default.

(b) Exercise of Seller Rights. Any Financing Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Seller, shall have the right

in the place of Seller to exercise any and all rights and remedies of Seller under this Agreement. Such Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

(c) Performance of Seller Obligations. Without limiting the foregoing or any other provision hereof, a Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives such party the option to do so.

(d) Exercise of Remedies. Upon the exercise of remedies, including any sale of one or more of the Facilities by a Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Financing Party (or any transferee or assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement and Buyer shall continue to perform its obligations hereunder in favor of the assignee or transferee as if such party had thereafter been named as Seller under this Agreement. Thereafter, the Financing Party (or its agent or designee, transferee or assignee) shall have the right to exercise in the place of Seller any and all rights and remedies of Seller under this Agreement.

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

(f) Third Party Beneficiary. Buyer agrees and acknowledges that each Financing Party is a third party beneficiary of the provisions of this Article.

16.3 Cooperation Regarding Financing. Buyer agrees that it shall reasonably cooperate with Seller and its financing parties in connection with any financing or refinancing of all or a portion of the Facilities. In furtherance of the foregoing, as Seller or its financing parties request from time to time, Buyer agrees to (i) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Financing Parties or prospective Financing Parties of the accommodations set forth in this Article 16), (ii) deliver such estoppel certificates as an existing or prospective Financing Party may reasonably require, (iii) furnish such information as Seller and its financing parties may reasonably request and (iv) provide such opinions of counsel as may be reasonably requested by Seller and/or an existing or prospective Financing Party in connection with a financing, refinancing or sale of one or more of the Facilities.

16.4 Right to Cure.

(a) Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given each Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Financing Party within such period and such party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to be less than an additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Financing Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Facilities and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

16.5 Amendments and Accommodations. At Seller's request, Buyer shall agree to amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Financing Party or provide separate accommodations as may be reasonably requested by an existing or proposed Financing Party; provided, however, that the foregoing undertaking shall not obligate Buyer to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Buyer, under this Agreement (except for providing such notices and additional cure periods to Financing Parties with respect to Seller Events of Default as an existing or proposed Financing Party may reasonably request).

ARTICLE 17
CHANGE IN LAW

In the event that a change in Law occurs, including without limitation, a change in the SMART Program Rules, or the administration or interpretation thereof by DOER, DPU or the Utility (a "***Change in Law***"), which (a) materially restricts the ability of Seller to deliver Electricity generated by one or more of the Facilities to the Utility or the ability of Buyer to receive AOBCs, or (b) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including changes in Law that result in a material increase in Seller's costs of construction and installation, or continuing operation of, one or more of the Facilities, then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties. If the Parties are unable, despite good faith efforts, to reach

agreement on an amendment or restatement within thirty (30) days following the date of the notice of Change in Law, Seller may terminate this Agreement without penalty.

ARTICLE 18
NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Seller to:	2 Ice House, LLC 128 Warren Street Lowell, MA 01852 Attention: John Porter
with a copy to:	Klavens Law Group, P.C. 20 Park Plaza, #402 Boston, MA 02116 Facsimile: (888) 248-7594 Attention: Jonathan S. Klavens, Esq.
if to Buyer to:	Town of Medfield Town House 459 Main Street Medfield, MA 02052 Attention: Town Administrator

if to a Financing Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 18.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

ARTICLE 19
MISCELLANEOUS

19.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 5, 8, 10, 11, 12, 13, 14, 16, 18, and 19 shall survive the termination or expiration of this Agreement.

19.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

19.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its negotiating and entering into this Agreement, including without limitation, all attorneys' fees and expenses.

19.4 Relationship of Parties. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to make any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any similar relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

19.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

19.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

19.7 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19.8 Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

19.9 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

19.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

19.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

SELLER:

2 ICE HOUSE, LLC

By: Sunspire Solar, LLC, its Manager
By: Clean Footprint, LLC, its Manager

By: _____
Name: John Porter
Title: Manager

BUYER:

TOWN OF MEDFIELD

By: _____
Name: Gustave H. Murby
Title: Selectman

By: _____
Name: Michael J. Marcucci
Title: Selectman

By: _____
Name:
Title:

Exhibit A

PROPERTY; DELIVERY POINTS

Property

The Property shall be the real property located at 2 Ice House Road, Medfield, MA 02052.

Delivery Points

The locations at the Property where Electricity is to be delivered from the Facility and received under this Agreement shall be the Utility Meter on such Property behind which each Facility is located.

Exhibit B

RECIPIENT BUYER ACCOUNT INFORMATION

Buyer Recipient Account Information

All Utility electricity accounts of Buyer.

Upon Seller's request, in order to facilitate Seller's preparation of the initial Allocation Instructions, Buyer shall promptly provide Seller with the following information regarding each such account:

- Utility customer name
- Account billing address
- Utility account number
- Annual Utility electricity charges
- Annual kWh usage
- Percentage of Buyer Allocation Percentage to be allocated to such account

Without reducing the Buyer Allocation Percentage, Buyer may from time to time request an adjustment in the proportionate percentages of AOBCs to be allocated to each individual Buyer Recipient Account, and may remove or add individual Buyer Recipient Accounts, by providing such written request to Seller. Buyer acknowledges that any such request cannot be inconsistent with its obligations under the Agreement, including without limitation, its obligations under Section 7.5. Seller expressly agrees that a "Buyer Recipient Account" need not be an account in the name of Buyer provided that, in such event, Buyer will remain liable to Seller for payment for any AOBCs allocated to any such Buyer Recipient Account. For avoidance of doubt, any Buyer Recipient Account must be in the name of a Municipality or Other Governmental Entity (as those terms are defined in the SMART Program Rules).

Seller shall promptly review such request and coordinate with the Host Customer with respect to the filing with the Utility of amended Allocation Instructions pursuant to the then-applicable SMART Program Rules. The Parties acknowledge that the timing of the Utility's implementation of such an adjustment to the percentages set forth on the Allocation Instructions shall be in the control of the Utility and Buyer may continue to receive allocations of AOBCs under previously agreed percentages until the Utility has implemented the requested amendments. Seller shall use commercially reasonable efforts to facilitate the Utility's implementation of such amendments.

Exhibit C

CALCULATION OF AOBC PRICE

For each Billing Cycle in which AOBCs appear on the Host Account for a Facility, the price per AOBC (the "***AOBC Price***") shall be equal to the Electricity (in kWh) delivered in that Billing Cycle multiplied by an amount equal to the AOBC Rate minus the AOBC Discount.

For purposes hereof:

"***AOBC Discount***" means the greater of (i) one and a quarter cent ($0.0125) and (ii) ten percent (10%) of the AOBC Rate, provided that the AOBC Discount shall never be more than one and a half cent ($0.0150).

"***AOBC Rate***" means, with respect to a particular Billing Cycle, the dollar value of an AOBC accruable to the Host Customer of the Facility for that Billing Cycle. (Under the current SMART Tariff, the dollar value of an AOBC is equal to the Basic Service rate applicable to the Facility's rate class in effect during that Billing Cycle. The Basic Service rate is set by the Utility, with the approval of DPU, and varies over time.)

ENERGY CREDIT PURCHASE AGREEMENT

This Energy Credit Purchase Agreement is made and entered into as of February ___, 2021 (the "***Effective Date***"), by and between 2 Ice House, LLC, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("***Seller***"), and the Town of Medfield, a Massachusetts municipality ("***Buyer***"). Seller and Buyer may be referred to herein collectively as the "***Parties***" and individually as a "***Party***".

Recitals

A. Seller plans to construct at the Property (as defined in the attached Exhibit A) one or more rooftop solar photovoltaic generation facilities with an aggregate generating capacity of up to approximately 1,012 KW DC (767 KW AC) (individually, a "***Facility***" and collectively, the "***Facilities***").

B. The Parties intend that, pursuant to the SMART Program Rules (as defined below), the Facilities will be both (i) Alternative On-Bill Credit Generation Units (as defined below) and will generate Alternative On-Bill Credits or AOBCs (as defined below) and (ii) Public Entity Solar Tariff Generation Units (as defined below).

C. Pursuant to the SMART Program Rules, Seller (or its designee) will participate in the Utility's SMART Tariff (as defined below) as a Host Customer of the Facilities and, as such, intends to periodically accrue AOBCs associated with the Electricity generated by the Facilities during the Term.

D. Subject to the terms and conditions of this Agreement, Seller desires to deliver to Eversource East (the "***Utility***") all of the Electricity generated by the Facilities during the Term and Buyer desires to pay Seller for and receive one hundred percent (100%) of the AOBCs associated such Electricity (the "***Buyer Allocation Percentage***").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1
DEFINED TERMS

As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"***Affiliate***" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"***Agreement***" means this Energy Credit Purchase Agreement, including all exhibits and attachments hereto.

"***Allocation Instructions***" has the meaning set forth in Section 7.5(a)(i) of this Agreement.

"***Alternative On-Bill Credit***" or "***AOBC***" has the meaning set forth in the SMART Program Rules.

"***Alternative On-Bill Credit Generation Unit***" has the meaning set forth in the SMART Program Rules.

"***AOBC Price***" has the meaning set forth in Exhibit C attached hereto.

"***Applicable Legal Requirements***" means any Laws which may at any time be applicable to this Agreement, the Facilities, the Facility sites, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be required for the use and occupancy of the Facility sites or for the installation, operation, maintenance and removal of any of the Facilities.

"***Bankrupt***" means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

"***Billing Cycle***" means the monthly billing cycle established by the Utility (reasonably adjusted by Seller in the event that different Facilities have different Utility billing cycles).

"***Business Day***" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

"***Buyer***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Buyer Allocation Percentage***" has the meaning set forth in the recitals.

"***Buyer Recipient Accounts***" has the meaning set forth in Section 7.2(a).

"***Commercial Operation,***" with respect to a Facility, means that the Facility is ready for regular, daily operation, has been interconnected to the Utility system, has been accepted by the Utility (to the extent required), and is capable of producing Electricity and delivering it to the Delivery Point.

"***Commercial Operation Date***" means the first day on which the last Facility to achieve Commercial Operation, as defined herein, is ready for Commercial Operation, as certified in writing by Seller to Buyer in a notice of Commercial Operation Date pursuant to Section 3.3.

"***Confidential Information***" has the meaning set forth in Section 8.1 of this Agreement.

"***Construction Commencement Date***" means the date of commencement of actual preparation or construction activities in connection with the installation of the first Facility.

"***Delivery Point***" for each Facility means the Utility Meter behind which such Facility is located.

"***Facility***" has the meaning set forth in the recitals.

"***DOER***" means the Massachusetts Department of Energy Resources or its successors.

"***DPU***" means the Massachusetts Department of Public Utilities or its successors.

"***Early Termination Date***" has the meaning set forth in Section 2.3.

"***Effective Date***" is the date first set forth in the introductory paragraph of this Agreement.

"***Electricity***" means the electricity generated by the Facilities and delivered to the Delivery Points, as metered in whole kilowatt-hours (kWh) at the Seller Meters (or, in the absence of a Seller Meter, the Utility Meter).

"***Environmental and Tax Attributes***" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facilities and/or their electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facilities and/or their electricity generation. For avoidance of doubt, Environmental and Tax Attributes do not include the AOBCs purchased by Buyer under this Agreement.

"***Event of Default***" has the meaning set forth in Article 10.

"***Facilities***" and "***Facility***" have the meanings set forth in the recitals. For avoidance of doubt, the term "Facility" as used in this Agreement may, as the context requires, correspond with the term "Unit" as used in the SMART Program Rules.

"***Financing Party***" has the meaning set forth in Section 16.2(a).

"***Force Majeure***" means any event or circumstance that prevents Seller from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of Seller, and (ii) by the exercise

of reasonable due diligence, Seller is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

"***Governmental Authority***" means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

"***Host Account***" means, with respect to a particular Facility, the Utility account with respect to the Utility Meter serving such Facility.

"***Host Customer***" means, with respect to a particular Facility, the owner or authorized agent of a Facility enrolled under the SMART Tariff as an Alternative On-Bill Credit Generation Unit.

"***Interconnection Obligations***" has the meaning set forth in Section 3.4.

"***Interest Rate***" means the lesser of (a) one and one-half percent (1.5%) per month and (b) the maximum rate permitted by applicable law.

"***Invoice***" has the meaning set forth in Section 4.3.

"***kWh***" means kilowatt-hour.

"***Laws***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

"***Outside Construction Commencement Date***," means December 1, 2021, provided that the Outside Construction Commencement Date may be extended by Seller up to eighteen (18) months as long as Seller is diligently pursuing the development of one or more Facilities, and provided further that such period of time shall be extended for a period of time concurrent with the periods of time required for (i) the Utility's completion of any required Utility System upgrades or resolution of any other Utility delays, including, without limitation, the Utility's failure to comply with its interconnection tariff, and (ii) the resolution of any challenge to any permit or approval relating to a Facility.

"***Person***" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

"***Public Entity Solar Tariff Generation Unit***" has the meaning set forth in the SMART Program Rules.

"***Representatives***" shall mean a Party's Affiliates, and its Affiliates' successors and assigns, and each of their respective owners, members, directors, officers, employees, independent contractors, agents, attorneys, and other representatives, as well as existing or potential debt or equity financing parties.

"***Seller***" has the meaning set forth in the introductory paragraph of this Agreement.

"***Seller Meter***" means, with respect to each Facility, any and all revenue quality meters installed by Seller at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility and delivered to the Delivery Point.

"***SMART Program***" means the Solar Massachusetts Renewable Target Program, as embodied by the SMART Program Rules.

"***SMART Program Rules***" means, collectively and as amended from time to time, the Massachusetts SMART regulations, 225 CMR 20.00 *et seq.*, policies issued from time to time by DOER relating to the SMART Program, orders issued by DPU relating to the SMART Program, and the associated SMART Tariff of the Utility.

"***SMART Tariff***" means the Utility's tariff implementing the SMART Program, as such tariff may be amended from time to time.

"***Statement of Qualification***" means an assurance that a Facility will be an Alternative On-Bill Credit Generation Unit and a Public Entity SMART Tariff Generation Unit upon the Utility's issuance of notice of authorization to interconnect such Facility, subject to the satisfaction of certain requirements between issuance of the Statement of Qualification and such notice of authorization to interconnect.

"***Term***" has the meaning set forth in Section 2.1.

"***Termination Date***" means the earlier to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default, and (iv) the date of termination as the result of Force Majeure pursuant to Section 9.2.

"***Utility***" has the meaning set forth in the recitals.

"***Utility Meter***" means, with respect to each Facility, the Utility meter furnished, installed or monitored by the Utility for the purpose of measuring the Electricity delivered by the Utility to the Host Customer and delivered by the Host Customer to the Utility.

"***Utility System***" means the electric distribution system operated and maintained by the Utility.

ARTICLE 2
TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 Term. The term of this Agreement (including any extensions, the "***Term***") shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date.

2.2 Conditions Precedent. The commencement of the obligation of Seller to provide Electricity to the Delivery Points and to arrange for the allocation to Buyer of AOBCs generated in connection with such Electricity under the provisions of this Agreement, is subject to the fulfillment of each of the following conditions precedent except to the extent waived by Seller:

(a) Seller shall have obtained all permits and approvals required for the construction and operation of the Facilities;

(b) a Statement of Qualification shall have been issued with respect to each of the Facilities;

(c) Seller shall have obtained project financing for the Facilities on terms acceptable to Seller;

(d) Buyer shall have provided Seller with information required hereunder with respect to the Buyer Recipient Accounts sufficient to permit preparation of the Allocation Instructions;

(e) the Facilities shall have been interconnected with the Utility in accordance with the requirements of the interconnection service agreement, the SMART Program Rules and Applicable Legal Requirements;

(f) the first Facility shall have achieved Commercial Operation; and

(g) no Buyer Default or any event which, with the giving of notice or the lapse of time or both, would become a Buyer Default shall have occurred and be continuing, and Seller shall have received a certificate of a senior official of Buyer to such effect.

2.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the "***Early Termination Date***"):

(a) by Seller, at any time prior to the installation of the first solar module with respect to the Facilities, upon notice to Buyer, in the event that Seller, in its discretion, determines that the development of the Facilities should be abandoned;

(b) by Seller, at any time prior to the Commercial Operation Date, upon notice to Buyer, in the event that any of the conditions precedent set forth in Section 2.2 has not been satisfied;

(c) by Buyer, upon thirty (30) days' notice to Seller delivered no more than thirty (30) days following the Outside Construction Commencement Date, in the event that the Construction Commencement Date has not occurred by the Outside Construction Commencement Date, provided that Buyer may not exercise its right to terminate under this Section 2.3(c) after the earlier of (i) the Construction Commencement Date and (ii) the date on which Seller notifies Buyer that closing of financing for construction of all or a portion of the Facilities has occurred; or

(d) by either Party in accordance with Section 9.2 or 10.2.

Upon early termination of this Agreement in accordance with this Section 2.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE 3
DEVELOPMENT OF FACILITIES

3.1 Development of Facilities by Seller. Seller shall undertake commercially reasonable good faith efforts to obtain required permits and financing for, and to construct the Facilities.

3.2 Notice of Facilities and Designated Capacity. Prior to the Commercial Operation Date, Seller shall provide notice to Buyer of the designation of the Facilities and of the Designated Capacity by delivering to Buyer an updated Exhibit A.

3.3 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to Buyer when each Facility has achieved Commercial Operation. Seller shall in the notice of Commercial Operation for the final Facility to achieve Commercial Operation certify to Buyer the Commercial Operation Date.

3.4 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Facilities to the Utility System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("***Interconnection Obligations***"). In no event will Buyer be responsible for any Interconnection Obligations, except as set forth in Section 7.5.

3.5 Cooperation Regarding Authorizations. Seller will manage applications for all permits, approvals, registrations and other related matters with the Utility and any Governmental Authority, including the submission of applications described in this Agreement and, to the extent relevant, Seller will do so on behalf of Buyer. Buyer agrees to cooperate with

Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law, Buyer hereby designates Seller as its agent in obtaining all permits, approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby.

3.6 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Facilities and all Environmental and Tax Attributes shall be and remain with Seller.

ARTICLE 4
PURCHASE AND SALE; DELIVERY

4.1 Purchase and Sale of AOBCs. Commencing on the date the first Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Seller shall arrange for allocation to Buyer of, and Buyer shall pay for, a percentage of the AOBCs equal to the Buyer Allocation Percentage.

4.2 Price. The purchase price of each AOBC shall be calculated in accordance with Exhibit C.

4.3. Invoicing and Payment. During each monthly Billing Cycle, Seller shall provide Buyer with an invoice (the "***Invoice***") for the Buyer Allocation Percentage of the AOBCs with respect to Electricity delivered to the Delivery Points during the prior Billing Cycle at the AOBC Price. Buyer will remit payment of the amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) within thirty (30) days following Buyer's receipt of each such Invoice. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

4.4 Invoice Disputes. In the event of a good faith dispute regarding any Invoice, Buyer shall pay the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 14. Upon resolution of the dispute, any required refund or additional payment shall be made within thirty (30) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by Buyer with respect to an Invoice or an adjustment thereof is waived unless, within twelve (12) months after the invoice is rendered or such adjustment is made, Buyer notifies Seller of such dispute and states the basis for such dispute. Upon Buyer's request with respect to an Invoice, Seller, within ten (10) days, shall provide Buyer with information necessary to permit Buyer to replicate Seller's computation of the invoiced amount.

4.5 [Intentionally Omitted].

4.7 Title and Risk of Loss. Title to and risk of loss of the Electricity will pass from Seller to the Utility at the applicable Delivery Point. Title to and risk of loss of the Buyer Allocation Percentage of the AOBCs will pass from Seller to Buyer upon the appearance of such AOBCs on the Utility invoices issued with respect to the Host Account.

4.8 Creditworthiness. Buyer has been issued one or more municipal bond credit ratings within the twelve (12) month period preceding the Effective Date and provided Seller with true and accurate copies of such credit rating documents. In the event of Seller's request from time to time during the Term, Buyer agrees to promptly provide to Seller copies of any subsequent municipal bond credit rating documents.

4.9 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.

ARTICLE 5
TITLE TO ENVIRONMENTAL AND TAX ATTRIBUTES AND CAPACITY

Other than the AOBCs that are allocated to the Buyer Recipient Accounts under the SMART Program Rules, as between Seller and Buyer, Environmental and Tax Attributes and any rights or credits relating to the generating capacity of the Facilities shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Buyer shall, upon Seller's request, take whatever actions are reasonably necessary from time to time in order for the Seller to claim the benefits of all Environmental and Tax Attributes and capacity rights or credits other than the AOBCs allocated to the Buyer Recipient Accounts.

ARTICLE 6
METERS; BILLING ADJUSTMENTS

6.1 Metering Equipment. The Parties acknowledge that Seller shall arrange for the Utility to furnish and install the Utility Meters and for the Host Customer to serve as the Utility's customer of record with respect to the Utility Meters. Seller shall be responsible for arranging compliance with any Utility customer requirements relating to Utility access to the Utility Meters. In addition, Seller may install, own, operate, and maintain one or more Seller Meters.

6.2 Meter Accuracy.

(a) Utility Meter Accuracy. Upon the request of Buyer, Seller shall seek to arrange for testing by the Utility of the accuracy of the Utility Meters.

(b) Seller Meter Accuracy. Seller, at its sole cost, shall test the Seller Meters in accordance and compliance with the manufacturer's recommendations and shall provide the results of such tests to Buyer. No more than once per calendar year, Buyer shall have the right to require Seller to conduct an audit of all Seller Meter data upon reasonable notice, and any such audit shall be at Buyer's sole cost (except as set forth below). If testing of a Seller Meter pursuant to the foregoing indicates that the meter is in error by more than two percent (2%), then Seller shall promptly repair or replace the Seller Meter at no cost to Buyer (and, if testing has been performed at Buyer's request, Seller and not Buyer shall bear the cost of such testing). For avoidance of doubt, if Seller has already conducted such an audit during a calendar year on its own initiative or at the request of another entity, Seller shall not be required to conduct an additional audit during the same calendar year.

(c) Discrepancy Between Seller and Utility Meters. If at any time there is a discrepancy between a Utility Meter and the corresponding Seller Meter, including without limitation a discrepancy associated with a billing adjustment described in Section 6.3, Seller, at Buyer's request, will use commercially reasonable good faith efforts to investigate and remedy such discrepancy in consultation with the Utility.

6.3 Billing Adjustments Following Utility Billing Adjustments. If as a result of a Utility billing adjustment the quantity of AOBCs for any period is decreased, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for the Buyer Allocation Percentage of the relevant portion of such AOBCs. If as a result of such adjustment the quantity of AOBCs for any period is increased, Buyer shall pay for the Buyer Allocation Percentage of the relevant portion of such AOBCs.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;

(b) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy,

insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;

(d) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;

(e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(f) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

7.2 Additional Representations and Warranties of Buyer. In addition and without limiting any other provision herein, Buyer represents and warrants to Seller that:

(a) those of Buyer's existing utility accounts identified in Exhibit B attached hereto (the "***Buyer Recipient Accounts***") are accounts with the Utility; and

(b) Buyer, to the best of its knowledge after reasonable inquiry, has provided to Seller complete and correct records of its electricity usage and costs with respect to the Buyer Recipient Accounts.

7.3 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

7.4 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and that Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

7.5 Covenants of Buyer.

(a) SMART Program Matters.

(i) Allocation of AOBCs. Seller shall prepare the Utility's AOBC Payment/Credit Forms (the "***Allocation Instructions***"), and Buyer shall cooperate fully with Seller's preparation of such documents. At Seller's request, Buyer shall promptly take any action and execute any documents, as required, to facilitate the allocation to the Buyer Recipient Accounts of the Buyer Allocation Percentage of the AOBCs accruing to the Host Customer of the Facilities.

(ii) SMART Qualification. Buyer shall not take any action that would adversely affect any Facility's qualification, or the nature of such qualification, for participation in the SMART Program as both an Alternative On-bill Credit Generation Unit and Public Entity Solar Tariff Generation Unit.

(iii) Third-party AOBCs. Buyer may enter into one or more agreements with third parties for the purchase of AOBCs, provided that Buyer shall not allocate or permit to be allocated any AOBCs generated by any other source to the Buyer Recipient Accounts if such allocation would affect Buyer's ability to comply with its obligations under this Agreement, provided further that, whether or not such effect is anticipated, Buyer shall provide at least thirty (30) days' notice to Seller prior to undertaking or permitting any such allocation.

(iv) Consolidated Billing of Electricity Charges. In order to facilitate Buyer's ability to use AOBCs allocated to the Buyer Recipient Accounts, Buyer shall arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its Utility invoices. Notwithstanding the foregoing, Buyer shall have the right not to arrange for such consolidated billing but Buyer acknowledges that in such event it will only be able to use the AOBCs to offset those charges that appear on invoices issued by the Utility and not charges that appear separately on invoices issued by a competitive supplier.

(b) Interconnection Matters. In order to fulfill the Utility's requirements for interconnecting to the Utility System an energy generating facility that is located on the property of another party, Seller shall be party to the interconnection service agreement and Buyer agrees, promptly following Seller's request, to enter into a landowner consent agreement with the Utility in the form attached as an exhibit to the Utility's interconnection tariff (the "***Landowner Consent Agreement***").

(c) Uniform Procurement Act Exemption Filings. **Buyer shall strictly comply with the provisions of G.L. c. 30B, § 1(b)(33), which requires that, within fifteen (15) days of the signing of a contract for energy or energy related services by a covered public entity, the procuring public entity shall submit to the DPU, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract. Buyer**

shall promptly deliver to Seller a complete copy of such filings together with satisfactory evidence that the filings have been timely made.

(d) No Resale of Electricity. This Agreement is an agreement by Buyer to receive and pay for AOBCs. Nevertheless, to the extent that this Agreement is deemed to constitute an agreement for the purchase of Electricity, the Electricity deemed to be purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the Utility pursuant to the SMART Program Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not take any action which would cause Buyer or Seller to become a utility or public service company.

(e) No Right to Enter or Use Property. Buyer shall not have, nor shall it assert, any right under this Agreement to use the Facilities or enter upon or use the property on which the Facilities are located.

(f) No Assertion that Seller is a Utility. Buyer shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

(g) Contingent Allocation of Utility Cash Payment. In the event that, with respect to one or more of the Facilities, the Utility becomes entitled to, and elects to, make cash payments to the Host Customer in the amount of the AOBCs in lieu of allocating the AOBCs to the Buyer Recipient Accounts, Buyer's obligation hereunder to pay for the Buyer Allocation Percentage of the Electricity shall remain in effect but Seller shall instead cause the Host Customer to deliver to Buyer a portion of such cash payments equal to the Buyer Allocation Percentage.

ARTICLE 8
CONFIDENTIALITY

8.1 Duty of Confidentiality. To the extent permitted by law, all terms of this Agreement and all information provided by a Party or its representatives to the other Party (the "***Confidential Information***") shall be confidential and shall not be disclosed by the receiving Party without the disclosing Party's prior written consent, except that Seller may disclose Confidential Information to its Representatives. Neither Party shall be prevented from disclosing information which: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is independently developed by the receiving Party without use of the other Party's confidential information; (iii) is required to be disclosed pursuant to applicable law, government regulation or order or by the requirements of any securities exchange, or is requested to be disclosed by a governmental authority or agency or any self-regulatory organization (including, without limitation, any stock exchange authority), provided the receiving Party gives the disclosing Party reasonable prior notice of such requirement and affords such Party the opportunity to seek a protective order or other appropriate means to safeguard the confidentiality of such information.

8.2 Publicity. Except to the extent required by law, without the prior written consent of the other Party, neither Party shall make any public comment, statement, or communication with respect to this Agreement. If either Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required, and the time and place that the disclosure will be made. Notwithstanding the foregoing, following the execution of this Agreement, Seller may in its discretion prepare and issue a press release or other form of public announcement, the form of which shall be delivered to Buyer prior to release, disclosing the existence of this Agreement. Without limiting the generality of the foregoing, all public statements made by or on behalf of either Party must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental and Tax Attributes and any related reporting rights.

8.3 Survival of Confidentiality and Publicity Provisions. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination or expiration of this Agreement.

ARTICLE 9
FORCE MAJEURE

9.1 Performance Excused by Force Majeure. To the extent Seller is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement, then Seller will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Seller will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Seller is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Seller in its sole discretion. During the period in which, and to the extent that, obligations of Seller are excused by Force Majeure, Buyer will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.

9.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of twelve (12) calendar months or longer, either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

ARTICLE 10
EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. An "***Event of Default***" means, with respect to a Party (a "***Defaulting Party***"), the occurrence of any of the following:

(a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within fourteen (14) days after receipt of notice of such failure;

(b) such Party's failure to comply with any other material provision of this Agreement if such failure is not remedied within sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured; or

(c) such Party becomes Bankrupt.

10.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 16 with respect to a Seller Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days' notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law and in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages, whether direct or indirect. For Seller, such damages may include, without limitation, (i) lost revenues in connection with any failure by Buyer to make purchases from Seller hereunder in accordance with the terms hereof, (ii) lost revenues in connection with any inability of Seller to sell Environmental or Tax Attributes associated with such Electricity or the reduction in value of such Environmental or Tax Attributes, and (iii) accelerated payments, fees, damages and penalties under Seller's financing agreements. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right to sell electricity and associated AOBCs produced by the Facilities to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

10.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

10.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 11
CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

11.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

11.2 Utility and Regulatory Matters. Upon the termination or expiration of this Agreement for any reason, Buyer shall promptly take all actions and execute all documents, as may be necessary or reasonably requested by Seller, to facilitate the amendment of the Allocation Instructions so as to terminate as soon as practicable the allocation of AOBCs to the Buyer Recipient Accounts, and Buyer hereby grants Seller the right to act as Buyer's attorney-in-fact to take the actions required by Buyer in this sentence. To the extent that the Utility does not permit termination of allocation of AOBCs to the Buyer Recipient Accounts (as modified from time to time) as of the effective date of termination or expiration of this Agreement and instead requires termination of such allocation as of a later date, Buyer's purchase and payment obligations hereunder shall survive with respect to Electricity delivered by Seller to the Delivery Point and corresponding with AOBCs allocated to the Buyer Recipient Accounts.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its members, managers, officers, employees, agents, representatives and independent contractors, from and against all costs, claims, and expenses incurred by the other Party in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the gross negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Party's control or (ii) an Event of Default of the indemnifying Party. The indemnifying Party further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article. Should the indemnifying Party defend any such claim against the indemnified party, it shall have full control of such defense, in its reasonable discretion. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of an indemnified party.

12.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify the indemnifying Party of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the indemnifying Party that it will assume the defense and indemnification of such claim, the indemnifying Party may assert any defenses which are or would otherwise be available to the indemnified party.

12.3 Limitation on Buyer Indemnity to the Extent Prohibited by State Law. Notwithstanding any provision contained herein, the provisions of this Article 12 shall not apply to Buyer to the extent limited by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution, which prohibits municipalities from pledging their credit without prior legislative authority.

12.4 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration of this Agreement for a period of two (2) years with respect to any claims which occurred or arose prior to such termination or expiration.

ARTICLE 13
LIMITATIONS

13.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party (other than Financing Parties) and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) Limitations on Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any special or punitive damages whatsoever arising out of this Agreement or anything done in connection herewith. This Section 13.1(b) shall apply whether any such damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

13.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Seller does not warrant or guarantee the amount of Electricity to be generated by the Facilities or the quantity of associated AOBCs available hereunder.

ARTICLE 14
GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws.

14.2 Dispute Resolution.

(a) The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall

be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Seller and the Town Administrator of Buyer (or the individuals then serving as chief executives of the Parties), who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute may mutually agree to submit the dispute to mediation. The period for mediation shall commence upon the appointment of the mediator, shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation (or in the event that the Parties to not agree to submit the dispute to mediation), sole venue for judicial enforcement shall be the Superior Court for Norfolk County, Massachusetts. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise.

(e) In any judicial action, the Prevailing Party (as defined below) shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to reasonable attorneys' fees, expert witness fees and travel expenses, arising from the civil action. As used herein, the phrase "***Prevailing Party***" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

ARTICLE 15
ASSIGNMENT; BINDING EFFECT

15.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.

15.2 Permitted Assignments by Seller. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to (i) an Affiliate of Seller or, provided that Seller (or its contractor) retains responsibility for the day to day operation of the Facilities, to any other Person in connection with financing of the Facilities, or (ii) to the purchaser of all or substantially all of the assets of Seller, or to an entity that acquires ownership of one or more of the Facilities or, prior to the construction of one or more of the Facilities, the development rights thereto. In the event of any such assignment, Seller shall provide notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or, as of the effective date of such assignment, will have assumed) all or a portion of Seller's rights and obligations under this Agreement. In addition, in the event of an assignment under clause (ii) above, promptly following Buyer's request, Seller and/or such assignee shall reasonably demonstrate to Buyer the assignee's ability (itself or through use of the services of qualified third parties) to perform its obligations under this Agreement, provided that the assignee shall not be required to possess ability that exceeds that of Seller immediately prior to such assignment. Buyer agrees to promptly execute any document reasonably requested of Seller in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 15.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Seller's rights and obligations hereunder, Seller shall have no liability arising under this Agreement after the effective date of such assignment.

15.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 16
FINANCING AND RELATED MATTERS

16.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 15, Buyer specifically agrees, without any further request for prior consent, to permit Seller to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Facilities, and to sign any agreements reasonably requested by Seller or its debt or equity financing parties to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Seller of its obligations under this Agreement.

16.2 Financing Party Rights.

(a) Notice to Financing Party. Buyer agrees to give copies of any notice provided to Seller by Buyer to any assignee or transferee permitted pursuant to Section 16.1 of which it has notice (each, a "***Financing Party***") of any event or occurrence which, if uncured, would result in a Seller Event of Default.

(b) Exercise of Seller Rights. Any Financing Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Seller, shall have the right

in the place of Seller to exercise any and all rights and remedies of Seller under this Agreement. Such Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

(c) Performance of Seller Obligations. Without limiting the foregoing or any other provision hereof, a Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives such party the option to do so.

(d) Exercise of Remedies. Upon the exercise of remedies, including any sale of one or more of the Facilities by a Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Financing Party (or any transferee or assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement and Buyer shall continue to perform its obligations hereunder in favor of the assignee or transferee as if such party had thereafter been named as Seller under this Agreement. Thereafter, the Financing Party (or its agent or designee, transferee or assignee) shall have the right to exercise in the place of Seller any and all rights and remedies of Seller under this Agreement.

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

(f) Third Party Beneficiary. Buyer agrees and acknowledges that each Financing Party is a third party beneficiary of the provisions of this Article.

16.3 Cooperation Regarding Financing. Buyer agrees that it shall reasonably cooperate with Seller and its financing parties in connection with any financing or refinancing of all or a portion of the Facilities. In furtherance of the foregoing, as Seller or its financing parties request from time to time, Buyer agrees to (i) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Financing Parties or prospective Financing Parties of the accommodations set forth in this Article 16), (ii) deliver such estoppel certificates as an existing or prospective Financing Party may reasonably require, (iii) furnish such information as Seller and its financing parties may reasonably request and (iv) provide such opinions of counsel as may be reasonably requested by Seller and/or an existing or prospective Financing Party in connection with a financing, refinancing or sale of one or more of the Facilities.

16.4 Right to Cure.

(a) Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given each Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Financing Party within such period and such party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to be less than an additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Financing Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Facilities and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

16.5 Amendments and Accommodations. At Seller's request, Buyer shall agree to amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Financing Party or provide separate accommodations as may be reasonably requested by an existing or proposed Financing Party; provided, however, that the foregoing undertaking shall not obligate Buyer to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Buyer, under this Agreement (except for providing such notices and additional cure periods to Financing Parties with respect to Seller Events of Default as an existing or proposed Financing Party may reasonably request).

ARTICLE 17
CHANGE IN LAW

In the event that a change in Law occurs, including without limitation, a change in the SMART Program Rules, or the administration or interpretation thereof by DOER, DPU or the Utility (a "***Change in Law***"), which (a) materially restricts the ability of Seller to deliver Electricity generated by one or more of the Facilities to the Utility or the ability of Buyer to receive AOBCs, or (b) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including changes in Law that result in a material increase in Seller's costs of construction and installation, or continuing operation of, one or more of the Facilities, then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties. If the Parties are unable, despite good faith efforts, to reach

agreement on an amendment or restatement within thirty (30) days following the date of the notice of Change in Law, Seller may terminate this Agreement without penalty.

ARTICLE 18
NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Seller to:	2 Ice House, LLC 128 Warren Street Lowell, MA 01852 Attention: John Porter
with a copy to:	Klavens Law Group, P.C. 20 Park Plaza, #402 Boston, MA 02116 Facsimile: (888) 248-7594 Attention: Jonathan S. Klavens, Esq.
if to Buyer to:	Town of Medfield Town House 459 Main Street Medfield, MA 02052 Attention: Town Administrator

if to a Financing Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 18.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

ARTICLE 19
MISCELLANEOUS

19.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 5, 8, 10, 11, 12, 13, 14, 16, 18, and 19 shall survive the termination or expiration of this Agreement.

19.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

19.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its negotiating and entering into this Agreement, including without limitation, all attorneys' fees and expenses.

19.4 Relationship of Parties. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to make any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any similar relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

19.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

19.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

19.7 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19.8 Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

19.9 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

19.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

19.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

SELLER:

2 ICE HOUSE, LLC

By: Sunspire Solar, LLC, its Manager
By: Clean Footprint, LLC, its Manager

By: _____
Name: John Porter
Title: Manager

BUYER:

TOWN OF MEDFIELD

By: _____
Name: Gustave H. Murby
Title: Selectman

By: _____
Name: Michael J. Marcucci
Title: Selectman

By: _____
Name:
Title:

Exhibit A

PROPERTY; DELIVERY POINTS

Property

The Property shall be the real property located at 2 Ice House Road, Medfield, MA 02052.

Delivery Points

The locations at the Property where Electricity is to be delivered from the Facility and received under this Agreement shall be the Utility Meter on such Property behind which each Facility is located.

Exhibit B

RECIPIENT BUYER ACCOUNT INFORMATION

Buyer Recipient Account Information

All Utility electricity accounts of Buyer.

Upon Seller's request, in order to facilitate Seller's preparation of the initial Allocation Instructions, Buyer shall promptly provide Seller with the following information regarding each such account:

- Utility customer name
- Account billing address
- Utility account number
- Annual Utility electricity charges
- Annual kWh usage
- Percentage of Buyer Allocation Percentage to be allocated to such account

Without reducing the Buyer Allocation Percentage, Buyer may from time to time request an adjustment in the proportionate percentages of AOBCs to be allocated to each individual Buyer Recipient Account, and may remove or add individual Buyer Recipient Accounts, by providing such written request to Seller. Buyer acknowledges that any such request cannot be inconsistent with its obligations under the Agreement, including without limitation, its obligations under Section 7.5. Seller expressly agrees that a "Buyer Recipient Account" need not be an account in the name of Buyer provided that, in such event, Buyer will remain liable to Seller for payment for any AOBCs allocated to any such Buyer Recipient Account. For avoidance of doubt, any Buyer Recipient Account must be in the name of a Municipality or Other Governmental Entity (as those terms are defined in the SMART Program Rules).

Seller shall promptly review such request and coordinate with the Host Customer with respect to the filing with the Utility of amended Allocation Instructions pursuant to the then-applicable SMART Program Rules. The Parties acknowledge that the timing of the Utility's implementation of such an adjustment to the percentages set forth on the Allocation Instructions shall be in the control of the Utility and Buyer may continue to receive allocations of AOBCs under previously agreed percentages until the Utility has implemented the requested amendments. Seller shall use commercially reasonable efforts to facilitate the Utility's implementation of such amendments.

Exhibit C

CALCULATION OF AOBC PRICE

For each Billing Cycle in which AOBCs appear on the Host Account for a Facility, the price per AOBC (the "***AOBC Price***") shall be equal to the Electricity (in kWh) delivered in that Billing Cycle multiplied by an amount equal to the AOBC Rate minus the AOBC Discount.

For purposes hereof:

"***AOBC Discount***" means the greater of (i) one and a quarter cent ($0.0125) and (ii) ten percent (10%) of the AOBC Rate, provided that the AOBC Discount shall never be more than one and a half cent ($0.0150).

"***AOBC Rate***" means, with respect to a particular Billing Cycle, the dollar value of an AOBC accruable to the Host Customer of the Facility for that Billing Cycle. (Under the current SMART Tariff, the dollar value of an AOBC is equal to the Basic Service rate applicable to the Facility's rate class in effect during that Billing Cycle. The Basic Service rate is set by the Utility, with the approval of DPU, and varies over time.)

TAX AGREEMENT UNDER M.G.L. c. 59, § 38H(b)

THIS AGREEMENT FOR PAYMENT OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this "Agreement") is made and entered into as of _____ ___, 2021 ("Effective Date") by and between 2 Ice House, LLC, a Massachusetts limited liability company ("Developer") and the TOWN OF MEDFIELD, a municipal corporation duly established by law and located in Norfolk County, Commonwealth of Massachusetts (the "Town"). Developer and the Town may also be referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, Developer plans to construct, own and operate a canopy solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 600 KW AC (769 KW DC) (the "Project") on a portion of the real property owned by the Town and leased to Kingsbury Club Medfield, Inc. ("Sublessor") under the terms of a lease, dated as of September 1, 2007, a notice of which is recorded in the Norfolk County Registry of Deeds in Book 25170, Page 44, which portion of real property has been leased by Developer under the terms of two subleases, dated as of March 21, 2019, by and between Kingsbury Club Medfield, Inc., as Lessor, and Developer, as Lessee, notices of which are recorded in the Norfolk County Registry of Deeds in Book 36727, Page 554 and Book 36727, Page 558 (each a "Lease" and collectively the "Leases"), which real property is a portion of the property identified by the Town as Assessor's Map 56, Parcel 045 ("Parcel 045"), and is more particularly described in the Leases (the "Premises");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project in accordance with G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Sublessor, including, but not limited to, any real property taxes for Parcel 045 that may be owed by Sublessor, and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (each fiscal year, July 1-June 30). Each annual payment will be in the amount of $7,000 per MW (DC) of the Project. Assuming a Project nameplate capacity of 0.769 MW (DC) and 0.600 MW (AC) (the "Anticipated Capacity"), annual payments

shall be $5,383 per fiscal year (each such payment, an "Annual Payment"), subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments ("Quarterly Payments"), each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a "Quarterly Payment Date") of each fiscal year following the Commencement Date (defined below). The Annual Payments and schedule of Quarterly Payments based on the Anticipated Capacity is set forth on the attached Exhibit A. Each Quarterly Payment amount and due date will be noted on a bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all Quarterly Payments (for which no bill has been issued by the Town) in equal quarterly installments by the dates aforesaid.

Annual Payments shall commence with the first Quarterly Payment due on the first Quarterly Payment Date for the fiscal year following the first January 1 that is on or after the Commercial Operation Date, defined as the date on which the local utility authorizes Developer to commence operations of the Project (the "Commencement Date") and shall continue for twenty (20) full fiscal years unless sooner terminated as set forth herein. For avoidance of doubt, except as otherwise expressly set forth in this Agreement, the Parties agree that, for the period from the Effective Date through the earlier of the expiration or termination of this Agreement, no taxes shall be assessed to or due from Developer to the Town for the Project other than the Annual Payments to be paid by Developer to the Town hereunder in Quarterly Payments as provided hereunder. The Annual Payments for any partial fiscal year shall be pro-rated.

Other than as expressly set forth in this Agreement, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement; provided, however, the foregoing waiver does not apply to (i) claims that payments imposed under this Agreement are inconsistent with the terms of this Agreement or (ii) claims with respect to property taxes imposed outside of the scope of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

a. DC Nameplate Capacity Changes. If, as of the Commercial Operation Date the

installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the Anticipated Capacity set forth above, the Annual Payments shall be increased (if more) or decreased (if less) by $7,000 per MW (DC) ($7.00 per kW (DC)) for each kilowatt change in DC Capacity. If after the Commercial Operation Date, as a result of the addition, replacement, or enhancement or the removal of Project equipment, improvements or other property the installed DC Capacity is increased or decreased, the Annual Payments reflected in Exhibit A shall be increased (if more) or decreased (if less) by the $7,000 per MW (DC) ($7.00 per kW (DC)) for each kilowatt change in DC Capacity, provided that in the event of any removal, the Project equipment must have been permanently removed from the Premises without replacement.

b. Notice of Commercial Operation Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operation Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project installed as of that date as well as the amount of the Annual Payments hereunder based on such capacity. Within thirty (30) days of the addition, replacement, or enhancement or the removal or retirement of Project equipment, improvements or other property resulting in a change in DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced or removed or retired; the resulting change in DC Capacity; and the resulting adjustment to Annual Payments in accordance with this Paragraph 2.

c. Calculation of System Sizes. DC Capacity shall be calculated as the quantity of photovoltaic panels multiplied by the nameplate rating of each photovoltaic panel. Equipment related to energy storage is considered a part of the Project in connection with which Annual Payments will be made hereunder in lieu of taxes.

3. Inventory. Attached to this Agreement as Exhibit B is a preliminary State Tax Form 2 (Form of List) for the Project, representing the preliminary inventory (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with estimated fair market values for each improvement and item of equipment or property. Only property necessary or incidental to the production of electricity shall be included in the Project and Inventory. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Following the Commercial Operation Date, Developer shall submit an updated Inventory (if different from the Inventory in Exhibit B) using State Tax Form 2 (Form of List). Developer will update the Inventory annually on or about of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town. The Town acting through its officers, employees, consultants, agents and attorneys, will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and

the Inventory to verify the Inventory and Developer's compliance with this Agreement.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement and fails to cure such breach following notice within the applicable cure period under Paragraph 13 below, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer or Sublessor , including taxes for personal property not incorporated into the Project and real property taxes owed by Sublessor with respect to Parcel 045, which taxes, if any, shall be assessed by the Town in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld or conditioned, except that Developer may (i) collaterally assign this Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity to which Developer has sold or transferred all its interests in the Project (the "New Owner"), provided that, other than a collateral assignment under clause (i) above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b). Upon an assignment of this Agreement to a New Owner of the Project under clause (ii) above, provided the New Owner has agreed in writing to be bound by this Agreement, and New Owner or Developer has cured any and all defaults of Developer under this Agreement and is not in breach of Developer's obligations, Developer shall not be liable for Annual Payments or other obligations hereunder after the date of such assignment.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made. Further, the parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement pursuant to Chapter 40, Section 59 of the General Laws of Massachusetts.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

2 Ice House, LLC
128 Warren St.
Lowell, MA 01852
Attn: John Porter, Manager

With a copy that shall not
constitute notice to:

Klavens Law Group, P.C.
20 Park Plaza, #402
Boston, Massachusetts 02116
Attn: Jonathan S. Klavens, Esq.

To: Town of Medfield

Town of Medfield
459 Main St.
Medfield, MA 02052
Attn: Town Administrator

With a copy that shall not
constitute notice to:

Law Office of Mark G. Cerel

5 N Meadows Road
Medfield, MA 02052

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given as provided above by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all litigation brought hereunder shall be (solely) in the state courts or other applicable agencies of the Commonwealth of Massachusetts located either in Suffolk County, Massachusetts, or the county in which the Town is located, if not located in Suffolk County. With respect to any period in which Developer does not have a registered agent for service of process in Massachusetts on file with the Secretary of the Commonwealth of Massachusetts, Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of "Force Majeure" is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;

b. Acts of War or other civil insurrection or terrorism; or

c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that an event of Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than sixty (60) days, Developer may, at its election, terminate the Agreement following expiration of such 60-day period by written notice to the Town, and the Project will thereafter be assessed and taxed as if this Agreement does not exist, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10 except that if the Project is damaged or destroyed as a result of a Force Majeure event and the damaged or destroyed portion has been removed, and if

such removal results in a reduction in the nameplate capacity (DC) of the Project, Annual Payments shall be reduced in accordance with Paragraph 2.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer hereby certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Parties.

a. During the term of the Agreement, Developer will not do any of the following:

1. convey by sale, lease, assignment or otherwise any interest in the Premises or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third), unless such assignee assumes in writing Developer's obligation under this Agreement and such conveyance receives approval by the Medfield Board of Selectmen;

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;

3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency

or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement are true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

c. The Town represents and warrants:

1. It is a municipal corporation duly organized, validly existing and in good standing under the laws of Massachusetts.

2. This Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable laws.

3. The Medfield Board of Selectmen and Medfield Town Meeting have approved, authorized or otherwise ratified this Agreement, and the Town has taken all other necessary action to authorize and approve the execution of this Agreement.

4. The persons executing this Agreement on behalf of the Town have the full power and authority to bind it to this Agreement.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated

Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement if:

a. Developer fails to make timely payments required under this Agreement, which failure remains uncured for forty-five (45) days following notice of such failure from the Town; provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 45--day notice period;

b. In the event Developer, or its successors and assigns in this Agreement, files for bankruptcy protection this Agreement shall become null and void from and after the date of such filing, and any taxes accrued from the date of filing shall be in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, that Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all Quarterly Payments, or portions thereof, received by the Town. Developer acknowledges that in the event a bankruptcy petition is filed by Developer or its successors and assigns in this Agreement, the Town will take immediate action to create and perfect a tax lien against the Project pursuant to generally applicable law permitting perfection of the Town's interest in property.

c. Developer otherwise materially breaches this Agreement, which breach remains uncured for forty-five (45) days following notice of such breach from the Town; and/or

d. Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made, such misrepresentations have materially adversely affected the Town, and Developer has failed to remedy such adverse effect within forty-five (45) days following notice from the Town.

15. Payment of Town Costs. Upon execution of this Agreement, Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum amount of $750, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

16. Term. This Agreement shall commence on the Effective Date and notwithstanding any provision contained herein to the contrary shall terminate on the earlier of (i) the last day of the twentieth (20^{th}) fiscal year referenced in Section 1, or (ii) the date upon which the Town terminates this Agreement in accordance with terms hereof or, (iii) the date upon which Developer terminates this Agreement in accordance with Paragraph 10 (Force Majeure) or by written notice to the Town following a termination of the Lease in accordance with the terms of the Leases, provided that in the event of a termination under clause (iii), Developer shall continue

to make Annual Payments until the last day (June 30) of the fiscal year in which the Town receives the notice of termination.

17. Counterparts. This Agreement may be executed in one or more counterparts by the Parties hereto each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, provided that such value is determinable as of the date of this Agreement in accordance with M.G.L. c.59, § 38H. Each Party hereby acknowledges that it was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

[Signature Page to Follow]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF MEDFIELD	**DEVELOPER**
By: _____	**By: _____**
Title: Chair, Board of Selectmen	**Title: Manager**
Date: _____	**Date: _____**

EXHIBIT A

Annual Payments Schedule

(Based Upon DC Capacity of 0.769 MW, Subject to Adjustment under Paragraph 2)

Year	**PILOT Rate ($ per MW (DC)**	**Capacity of the Project (DC)**	**Total Annual Payment Due**
	$7,000.00	0.769 MW	$5,383
2	$7,000.00	0.769 MW	$5,383
3	$7,000.00	0.769 MW	$5,383
4	$7,000.00	0.769 MW	$5,383
5	$7,000.00	0.769 MW	$5,383
6	$7,000.00	0.769 MW	$5,383
7	$7,000.00	0.769 MW	$5,383
8	$7,000.00	0.769 MW	$5,383
9	$7,000.00	0.769 MW	$5,383
10	$7,000.00	0.769 MW	$5,383
11	$7,000.00	0.769 MW	$5,383
12	$7,000.00	0.769 MW	$5,383
13	$7,000.00	0.769 MW	$5,383
14	$7,000.00	0.769 MW	$5,383
15	$7,000.00	0.769 MW	$5,383
16	$7,000.00	0.769 MW	$5,383
17	$7,000.00	0.769 MW	$5,383
18	$7,000.00	0.769 MW	$5,383
19	$7,000.00	0.769 MW	$5,383
20	$7,000.00	0.769 MW	$5,383

EXHIBIT B

Inventory

ITEM	QTY	DESCRIPTION
Modules	1,810	Hanwha Q.PEAK DUO L-G8.2 425W
Optimizers		TBD
Inverters	12	Solectra PVI 60TL
Racking		TBD
ES Unit	2	Sungrow ST548KWH-250
Data Acquisition System		TBD
Balance of System		TBD.

TAX AGREEMENT UNDER M.G.L. c. 59, § 38H(b)

THIS AGREEMENT FOR PAYMENT OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this "Agreement") is made and entered into as of _____ ___, 2021 ("Effective Date") by and between 2 Ice House, LLC, a Massachusetts limited liability company ("Developer") and the TOWN OF MEDFIELD, a municipal corporation duly established by law and located in Norfolk County, Commonwealth of Massachusetts (the "Town"). Developer and the Town may also be referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, Developer plans to construct, own and operate a rooftop solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 767 KW AC (1,012 KW DC) (the "Project") on a portion of the real property owned by the Town and leased to Kingsbury Club Medfield, Inc. ("Sublessor") under the terms of a lease, dated as of September 1, 2007, a notice of which is recorded in the Norfolk County Registry of Deeds in Book 25170, Page 44, which portion of real property has been leased by Developer under the terms of two subleases, dated as of March 21, 2019, by and between Kingsbury Club Medfield, Inc., as Lessor, and Developer, as Lessee, notices of which are recorded in the Norfolk County Registry of Deeds in Book 36726, Page 581 and Book 36726, Page 585 (each a "Lease" and collectively the "Leases"), which real property is a portion of the property identified by the Town as Assessor's Map 56, Parcel 045 ("Parcel 045"), and is more particularly described in the Leases (the "Premises");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project in accordance with G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Sublessor, including, but not limited to, any real property taxes for Parcel 045 that may be owed by Sublessor, and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (each fiscal year, July 1-June 30). Each annual payment will be in the amount of $7,000 per MW (DC) of the Project. Assuming a Project nameplate capacity of 1.012 MW (DC) and 0.767 MW (AC) (the "Anticipated Capacity"), annual payments

shall be $7,084 per fiscal year (each such payment, an "Annual Payment"), subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments ("Quarterly Payments"), each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a "Quarterly Payment Date") of each fiscal year following the Commencement Date (defined below). The Annual Payments and schedule of Quarterly Payments based on the Anticipated Capacity is set forth on the attached Exhibit A. Each Quarterly Payment amount and due date will be noted on a bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all Quarterly Payments (for which no bill has been issued by the Town) in equal quarterly installments by the dates aforesaid.

Annual Payments shall commence with the first Quarterly Payment due on the first Quarterly Payment Date for the fiscal year following the first January 1 that is on or after the Commercial Operation Date, defined as the date on which the local utility authorizes Developer to commence operations of the Project (the "Commencement Date") and shall continue for twenty (20) full fiscal years unless sooner terminated as set forth herein. For avoidance of doubt, except as otherwise expressly set forth in this Agreement, the Parties agree that, for the period from the Effective Date through the earlier of the expiration or termination of this Agreement, no taxes shall be assessed to or due from Developer to the Town for the Project other than the Annual Payments to be paid by Developer to the Town hereunder in Quarterly Payments as provided hereunder. The Annual Payments for any partial fiscal year shall be pro-rated.

Other than as expressly set forth in this Agreement, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement; provided, however, the foregoing waiver does not apply to (i) claims that payments imposed under this Agreement are inconsistent with the terms of this Agreement or (ii) claims with respect to property taxes imposed outside of the scope of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

a. DC Nameplate Capacity Changes. If, as of the Commercial Operation Date the

installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the Anticipated Capacity set forth above, the Annual Payments shall be increased (if more) or decreased (if less) by $7,000 per MW (DC) ($7.00 per kW (DC)) for each kilowatt change in DC Capacity. If after the Commercial Operation Date, as a result of the addition, replacement, or enhancement or the removal of Project equipment, improvements or other property the installed DC Capacity is increased or decreased, the Annual Payments reflected in Exhibit A shall be increased (if more) or decreased (if less) by the $7,000 per MW (DC) ($7.00 per kW (DC)) for each kilowatt change in DC Capacity, provided that in the event of any removal, the Project equipment must have been permanently removed from the Premises without replacement.

b. Notice of Commercial Operation Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operation Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project installed as of that date as well as the amount of the Annual Payments hereunder based on such capacity. Within thirty (30) days of the addition, replacement, or enhancement or the removal or retirement of Project equipment, improvements or other property resulting in a change in DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced or removed or retired; the resulting change in DC Capacity; and the resulting adjustment to Annual Payments in accordance with this Paragraph 2.

c. Calculation of System Sizes. DC Capacity shall be calculated as the quantity of photovoltaic panels multiplied by the nameplate rating of each photovoltaic panel. Equipment related to energy storage is considered a part of the Project in connection with which Annual Payments will be made hereunder in lieu of taxes.

3. Inventory. Attached to this Agreement as Exhibit B is a preliminary State Tax Form 2 (Form of List) for the Project, representing the preliminary inventory (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with estimated fair market values for each improvement and item of equipment or property. Only property necessary or incidental to the production of electricity shall be included in the Project and Inventory. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Following the Commercial Operation Date, Developer shall submit an updated Inventory (if different from the Inventory in Exhibit B) using State Tax Form 2 (Form of List). Developer will update the Inventory annually on or about of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town. The Town acting through its officers, employees, consultants, agents and attorneys, will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and

the Inventory to verify the Inventory and Developer's compliance with this Agreement.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement and fails to cure such breach following notice within the applicable cure period under Paragraph 13 below, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer or Sublessor , including taxes for personal property not incorporated into the Project and real property taxes owed by Sublessor with respect to Parcel 045, which taxes, if any, shall be assessed by the Town in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld or conditioned, except that Developer may (i) collaterally assign this Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity to which Developer has sold or transferred all its interests in the Project (the "New Owner"), provided that, other than a collateral assignment under clause (i) above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b). Upon an assignment of this Agreement to a New Owner of the Project under clause (ii) above, provided the New Owner has agreed in writing to be bound by this Agreement, and New Owner or Developer has cured any and all defaults of Developer under this Agreement and is not in breach of Developer's obligations, Developer shall not be liable for Annual Payments or other obligations hereunder after the date of such assignment.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made. Further, the parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement pursuant to Chapter 40, Section 59 of the General Laws of Massachusetts.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

2 Ice House, LLC
128 Warren St.
Lowell, MA 01852
Attn: John Porter, Manager

With a copy that shall not
constitute notice to:

Klavens Law Group, P.C.
20 Park Plaza, #402
Boston, Massachusetts 02116
Attn: Jonathan S. Klavens, Esq.

To: Town of Medfield

Town of Medfield
459 Main St.
Medfield, MA 02052
Attn: Town Administrator

With a copy that shall not
constitute notice to:

Law Office of Mark G. Cerel

5 N Meadows Road
Medfield, MA 02052

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given as provided above by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all litigation brought hereunder shall be (solely) in the state courts or other applicable agencies of the Commonwealth of Massachusetts located either in Suffolk County, Massachusetts, or the county in which the Town is located, if not located in Suffolk County. With respect to any period in which Developer does not have a registered agent for service of process in Massachusetts on file with the Secretary of the Commonwealth of Massachusetts, Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of "Force Majeure" is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;

b. Acts of War or other civil insurrection or terrorism; or

c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that an event of Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than sixty (60) days, Developer may, at its election, terminate the Agreement following expiration of such 60-day period by written notice to the Town, and the Project will thereafter be assessed and taxed as if this Agreement does not exist, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10 except that if the Project is damaged or destroyed as a result of a Force Majeure event and the damaged or destroyed portion has been removed, and if

such removal results in a reduction in the nameplate capacity (DC) of the Project, Annual Payments shall be reduced in accordance with Paragraph 2.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer hereby certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Parties.

a. During the term of the Agreement, Developer will not do any of the following:

1. convey by sale, lease, assignment or otherwise any interest in the Premises or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third), unless such assignee assumes in writing Developer's obligation under this Agreement and such conveyance receives approval by the Medfield Board of Selectmen;

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;

3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency

or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement are true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

c. The Town represents and warrants:

1. It is a municipal corporation duly organized, validly existing and in good standing under the laws of Massachusetts.

2. This Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable laws.

3. The Medfield Board of Selectmen and Medfield Town Meeting have approved, authorized or otherwise ratified this Agreement, and the Town has taken all other necessary action to authorize and approve the execution of this Agreement.

4. The persons executing this Agreement on behalf of the Town have the full power and authority to bind it to this Agreement.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated

Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement if:

a. Developer fails to make timely payments required under this Agreement, which failure remains uncured for forty-five (45) days following notice of such failure from the Town; provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 45--day notice period;

b. In the event Developer, or its successors and assigns in this Agreement, files for bankruptcy protection this Agreement shall become null and void from and after the date of such filing, and any taxes accrued from the date of filing shall be in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, that Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all Quarterly Payments, or portions thereof, received by the Town. Developer acknowledges that in the event a bankruptcy petition is filed by Developer or its successors and assigns in this Agreement, the Town will take immediate action to create and perfect a tax lien against the Project pursuant to generally applicable law permitting perfection of the Town's interest in property.

c. Developer otherwise materially breaches this Agreement, which breach remains uncured for forty-five (45) days following notice of such breach from the Town; and/or

d. Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made, such misrepresentations have materially adversely affected the Town, and Developer has failed to remedy such adverse effect within forty-five (45) days following notice from the Town.

15. Payment of Town Costs. Upon execution of this Agreement, Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum amount of $750, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

16. Term. This Agreement shall commence on the Effective Date and notwithstanding any provision contained herein to the contrary shall terminate on the earlier of (i) the last day of the twentieth (20^{th}) fiscal year referenced in Section 1, or (ii) the date upon which the Town terminates this Agreement in accordance with terms hereof or, (iii) the date upon which Developer terminates this Agreement in accordance with Paragraph 10 (Force Majeure) or by written notice to the Town following a termination of the Lease in accordance with the terms of the Leases, provided that in the event of a termination under clause (iii), Developer shall continue

to make Annual Payments until the last day (June 30) of the fiscal year in which the Town receives the notice of termination.

17. Counterparts. This Agreement may be executed in one or more counterparts by the Parties hereto each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, provided that such value is determinable as of the date of this Agreement in accordance with M.G.L. c.59, § 38H. Each Party hereby acknowledges that it was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

[Signature Page to Follow]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF MEDFIELD	**DEVELOPER**
By: _____	**By: _____**
Title: Chair, Board of Selectmen	**Title: Manager**
Date: _____	**Date: _____**

EXHIBIT A

Annual Payments Schedule

(Based Upon DC Capacity of 1.012 MW, Subject to Adjustment under Paragraph 2)

Year	**PILOT Rate ($ per MW (DC)**	**Capacity of the Project (DC)**	**Total Annual Payment Due**
	$7,000.00	1.012 MW	$7,084
2	$7,000.00	1.012 MW	$7,084
3	$7,000.00	1.012 MW	$7,084
4	$7,000.00	1.012 MW	$7,084
5	$7,000.00	1.012 MW	$7,084
6	$7,000.00	1.012 MW	$7,084
7	$7,000.00	1.012 MW	$7,084
8	$7,000.00	1.012 MW	$7,084
9	$7,000.00	1.012 MW	$7,084
10	$7,000.00	1.012 MW	$7,084
11	$7,000.00	1.012 MW	$7,084
12	$7,000.00	1.012 MW	$7,084
13	$7,000.00	1.012 MW	$7,084
14	$7,000.00	1.012 MW	$7,084
15	$7,000.00	1.012 MW	$7,084
16	$7,000.00	1.012 MW	$7,084
17	$7,000.00	1.012 MW	$7,084
18	$7,000.00	1.012 MW	$7,084
19	$7,000.00	1.012 MW	$7,084
20	$7,000.00	1.012 MW	$7,084

EXHIBIT B

Inventory

ITEM	QTY	DESCRIPTION
Modules	2433	Hanwha Q.PEAK DUO L-G8.2 425W
Optimizers	1229	SolarEdge P850
Inverters	6	SolarEdge SE100KUS
Inverters	1	SolarEdge SE66.6KUS
Racking		TBD
ES Unit	2	Sungrow ST548KWH-250
Data Acquisition System		TBD
Balance of System		TBD.

TAX AGREEMENT UNDER M.G.L. c. 59, § 38H(b)

THIS AGREEMENT FOR PAYMENT OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this "Agreement") is made and entered into as of _____ ___, 2021 ("Effective Date") by and between 106 Adams Solar, LLC, a Massachusetts limited liability company ("Developer") and the TOWN OF MEDFIELD, a municipal corporation duly established by law and located in Norfolk County, Commonwealth of Massachusetts (the "Town"). Developer and the Town may also be referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, Developer plans to construct, own and operate a rooftop solar photovoltaic generating facility with an aggregate nameplate capacity of approximately 150 KW AC (184 KW DC) (the "Project") on a portion of the real property owned by 106 Adams Street Realty Trust, under the terms of a lease, dated as of April 29, 2019, by and between 106 Adams Street Realty Trust, as Lessor, and Developer, as Lessee, a notice of which is recorded in the Norfolk County Registry of Deeds in Book 36847, Page 523 (the "Lease"), which real property is a portion of the property identified by the Town as Assessor's Map 56, Parcel 024 ("Parcel 024"), and is more particularly described in the Lease (the "Premises");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project in accordance with G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Sublessor, including, but not limited to, any real property taxes for Parcel 024 that may be owed by Sublessor, and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (each fiscal year, July 1-June 30). Each annual payment will be in the amount of $7,000 per MW (DC) of the Project. Assuming a Project nameplate capacity of 0.184 MW (DC) and 0.150 MW (AC) (the "Anticipated Capacity"), annual payments shall be $1,288 per fiscal year (each such payment, an "Annual Payment"), subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments

("Quarterly Payments"), each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a "Quarterly Payment Date") of each fiscal year following the Commencement Date (defined below). The Annual Payments and schedule of Quarterly Payments based on the Anticipated Capacity is set forth on the attached Exhibit A. Each Quarterly Payment amount and due date will be noted on a bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all Quarterly Payments (for which no bill has been issued by the Town) in equal quarterly installments by the dates aforesaid.

Annual Payments shall commence with the first Quarterly Payment due on the first Quarterly Payment Date for the fiscal year following the first January 1 that is on or after the Commercial Operation Date, defined as the date on which the local utility authorizes Developer to commence operations of the Project (the "Commencement Date") and shall continue for twenty (20) full fiscal years unless sooner terminated as set forth herein. For avoidance of doubt, except as otherwise expressly set forth in this Agreement, the Parties agree that, for the period from the Effective Date through the earlier of the expiration or termination of this Agreement, no taxes shall be assessed to or due from Developer to the Town for the Project other than the Annual Payments to be paid by Developer to the Town hereunder in Quarterly Payments as provided hereunder. The Annual Payments for any partial fiscal year shall be pro-rated.

Other than as expressly set forth in this Agreement, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement; provided, however, the foregoing waiver does not apply to (i) claims that payments imposed under this Agreement are inconsistent with the terms of this Agreement or (ii) claims with respect to property taxes imposed outside of the scope of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

a. DC Nameplate Capacity Changes. If, as of the Commercial Operation Date the installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the Anticipated Capacity set forth above, the Annual Payments shall be increased (if more) or decreased (if less) by $7,000 per MW (DC) ($7.00 per kW (DC)) for each kilowatt change in DC Capacity. If after the Commercial Operation Date, as a result of

the addition, replacement, or enhancement or the removal of Project equipment, improvements or other property the installed DC Capacity is increased or decreased, the Annual Payments reflected in Exhibit A shall be increased (if more) or decreased (if less) by the $7,000 per MW (DC) ($7.00 per kW (DC)) for each kilowatt change in DC Capacity, provided that in the event of any removal, the Project equipment must have been permanently removed from the Premises without replacement.

b. Notice of Commercial Operation Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operation Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project installed as of that date as well as the amount of the Annual Payments hereunder based on such capacity. Within thirty (30) days of the addition, replacement, or enhancement or the removal or retirement of Project equipment, improvements or other property resulting in a change in DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced or removed or retired; the resulting change in DC Capacity; and the resulting adjustment to Annual Payments in accordance with this Paragraph 2.

c. Calculation of System Sizes. DC Capacity shall be calculated as the quantity of photovoltaic panels multiplied by the nameplate rating of each photovoltaic panel. Equipment related to energy storage is considered a part of the Project in connection with which Annual Payments will be made hereunder in lieu of taxes.

3. Inventory. Attached to this Agreement as Exhibit B is a preliminary State Tax Form 2 (Form of List) for the Project, representing the preliminary inventory (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with estimated fair market values for each improvement and item of equipment or property. Only property necessary or incidental to the production of electricity shall be included in the Project and Inventory. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Following the Commercial Operation Date, Developer shall submit an updated Inventory (if different from the Inventory in Exhibit B) using State Tax Form 2 (Form of List). Developer will update the Inventory annually on or about of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town. The Town acting through its officers, employees, consultants, agents and attorneys, will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

4. Payment Collection. In addition to such rights and remedies available in this

Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement and fails to cure such breach following notice within the applicable cure period under Paragraph 13 below, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer or Sublessor , including taxes for personal property not incorporated into the Project and real property taxes owed by Sublessor with respect to Parcel 024, which taxes, if any, shall be assessed by the Town in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld or conditioned, except that Developer may (i) collaterally assign this Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity to which Developer has sold or transferred all its interests in the Project (the "New Owner"), provided that, other than a collateral assignment under clause (i) above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b). Upon an assignment of this Agreement to a New Owner of the Project under clause (ii) above, provided the New Owner has agreed in writing to be bound by this Agreement, and New Owner or Developer has cured any and all defaults of Developer under this Agreement and is not in breach of Developer's obligations, Developer shall not be liable for Annual Payments or other obligations hereunder after the date of such assignment.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; In the event this Agreement is declared void in accordance with this Paragraph 7, any payments

due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made. Further, the parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement pursuant to Chapter 40, Section 59 of the General Laws of Massachusetts.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

106 Adams Solar, LLC
405 Atlantis Rd., Suite E 115
Cape Canaveral, FL 32920
Attn: John Porter, Manager

With a copy that shall not
constitute notice to:

Klavens Law Group, P.C.
20 Park Plaza, #402
Boston, Massachusetts 02116
Attn: Jonathan S. Klavens, Esq.

To: Town of Medfield

Town of Medfield
459 Main St.
Medfield, MA 02052
Attn: Town Administrator

With a copy that shall not
constitute notice to:

Law Office of Mark G. Cerel
5 N Meadows Road
Medfield, MA 02052

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given as provided above by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all litigation brought hereunder shall be (solely) in the state courts or other applicable agencies of the Commonwealth of Massachusetts located either in Suffolk County, Massachusetts, or the county in which the Town is located, if not located in Suffolk County. With respect to any period in which Developer does not have a registered agent for service of process in Massachusetts on file with the Secretary of the Commonwealth of Massachusetts, Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of "Force Majeure" is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;

b. Acts of War or other civil insurrection or terrorism; or

c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that an event of Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than sixty (60) days, Developer may, at its election, terminate the Agreement following expiration of such 60-day period by written notice to the Town, and the Project will thereafter be assessed and taxed as if this Agreement does not exist, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10 except that if the Project is damaged or destroyed as a result of a Force Majeure event and the damaged or destroyed portion has been removed, and if such removal results in a reduction in the nameplate capacity (DC) of the Project, Annual Payments shall be reduced in accordance with Paragraph 2.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer hereby certifies under pains and penalties of perjury that it has complied with all laws of the

commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Parties.

a. During the term of the Agreement, Developer will not do any of the following:

1. convey by sale, lease, assignment or otherwise any interest in the Premises or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third), unless such assignee assumes in writing Developer's obligation under this Agreement and such conveyance receives approval by the Medfield Board of Selectmen;

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;

3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement are true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

c. The Town represents and warrants:

1. It is a municipal corporation duly organized, validly existing and in good standing under the laws of Massachusetts.

2. This Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable laws.

3. The Medfield Board of Selectmen and Medfield Town Meeting have approved, authorized or otherwise ratified this Agreement, and the Town has taken all other necessary action to authorize and approve the execution of this Agreement.

4. The persons executing this Agreement on behalf of the Town have the full power and authority to bind it to this Agreement.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement if:

a. Developer fails to make timely payments required under this Agreement, which failure remains uncured for forty-five (45) days following notice of such failure from the Town; provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 45--day notice period;

b. In the event Developer, or its successors and assigns in this Agreement, files for bankruptcy protection this Agreement shall become null and void from and after the date of such filing, and any taxes accrued from the date of filing shall be in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, that Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all Quarterly Payments, or portions thereof, received by the Town. Developer acknowledges that in the event a bankruptcy petition is filed by Developer or its successors and assigns in this Agreement, the Town will take immediate action to create and perfect a tax lien against the Project pursuant to generally applicable law permitting perfection of the Town's interest in property.

c. Developer otherwise materially breaches this Agreement, which breach remains uncured for forty-five (45) days following notice of such breach from the Town; and/or

d. Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made, such misrepresentations have materially adversely affected the Town, and Developer has failed to remedy such adverse effect within forty-five (45) days following notice from the Town.

15. Payment of Town Costs. Upon execution of this Agreement, Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum amount of $500, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

16. Term. This Agreement shall commence on the Effective Date and notwithstanding any provision contained herein to the contrary shall terminate on the earlier of (i) the last day of the twentieth (20^{th}) fiscal year referenced in Section 1, or (ii) the date upon which the Town terminates this Agreement in accordance with terms hereof or, (iii) the date upon which Developer terminates this Agreement in accordance with Paragraph 10 (Force Majeure) or by written notice to the Town following a termination of the Lease in accordance with the terms of the Lease, provided that in the event of a termination under clause (iii), Developer shall continue to make Annual Payments until the last day (June 30) of the fiscal year in which the Town receives the notice of termination.

17. Counterparts. This Agreement may be executed in one or more counterparts by the Parties hereto each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, provided that such value is determinable as of the date of this Agreement in accordance with M.G.L. c.59, § 38H. Each Party hereby acknowledges that it was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

[Signature Page to Follow]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF MEDFIELD	**DEVELOPER**
By: _____	**By:** _____
Title: Chair, Board of Selectmen	**Title:** Manager
Date: _____	**Date:** _____

EXHIBIT A

Annual Payments Schedule

(Based Upon DC Capacity of 0.184 MW, Subject to Adjustment under Paragraph 2)

Year	**PILOT Rate ($ per MW (DC)**	**Capacity of the Project (DC)**	**Total Annual Payment Due**
1	$7,000.00	0.184 MW	$1,288
2	$7,000.00	0.184 MW	$1,288
3	$7,000.00	0.184 MW	$1,288
4	$7,000.00	0.184 MW	$1,288
5	$7,000.00	0.184 MW	$1,288
6	$7,000.00	0.184 MW	$1,288
7	$7,000.00	0.184 MW	$1,288
8	$7,000.00	0.184 MW	$1,288
9	$7,000.00	0.184 MW	$1,288
10	$7,000.00	0.184 MW	$1,288
11	$7,000.00	0.184 MW	$1,288
12	$7,000.00	0.184 MW	$1,288
13	$7,000.00	0.184 MW	$1,288
14	$7,000.00	0.184 MW	$1,288
15	$7,000.00	0.184 MW	$1,288
16	$7,000.00	0.184 MW	$1,288
17	$7,000.00	0.184 MW	$1,288
18	$7,000.00	0.184 MW	$1,288
19	$7,000.00	0.184 MW	$1,288
20	$7,000.00	0.184 MW	$1,288

EXHIBIT B

Inventory

ITEM	QTY	DESCRIPTION
Modules	425	Hanwha Q Cell, 425
Inverters	3	SMA (3) 50kW, Sunny Tripower Core 1
Racking	1	Iron Ridge, XR 100
ES Unit		N/A
Data Acquisition System		TBD
Balance of System		TBD

Informational

Commonwealth of Massachusetts

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◻ Karyn E. Polito, Lieutenant Governor ◻ Jennifer Maddox Undersecretary

Public Housing Notice 2021-01

To: Local Housing Authorities & Officials of Massachusetts Towns
From: Ben Stone, Director, Division of Public Housing
Date: February 11, 2021
Re: **Changes Pertaining to Town Appointed Tenant Board Members**

On January 14, 2021, Governor Baker signed Chapter 358 of the Acts of 2020, "An Act Enabling Partnerships for Growth" into law. Sections 70-72 and 88-91 of this law makes changes to Chapter 121B, §1, §5 and §5A regarding Tenant Board Members in Towns by providing for one member appointed by the Governor, three members elected by the Town, and one "tenant board member" to be appointed by the Town.

This notice does not apply to LHA Boards in cities, which already have a provision for City Appointed Board Members. This notice also does not apply to regional housing authority Boards.

Table of Contents

Section 1. Overview

Briefly, the law, which becomes effective on May 15, 2021, which is 120 days after its January 14, 2021 enactment, requires Towns to appoint a tenant member to a Local Housing Authority (LHA) Board from a list of names submitted to the Town by a recognized Local Tenant Organization (LTO). If there is no LTO, then the LHA is required to notify its public housing residents of the opportunity to submit their names to the Town for consideration for appointment. Where federal law as found in 42 U.S.C. 1437 and the regulation at 24 CFR Part 964, requires that a tenant in a federal housing program be on the LHA Board, preference is given to tenants in federal housing programs. LHAs with federally funded programs should consult with HUD if they are unclear whether they must have a federal tenant on the Board. Where there is no list of tenants submitted to the Town for appointment, the Town may appoint any tenant or adult authorized household member. Where the LHA has no public housing units, a participant in a rental assistance program administered by the LHA may be appointed.[1]

In accordance with prior DHCD guidance, many Towns only held elections for 3 seats on the LHA Board after Chapter 235 of the Acts of 2014 became effective, reducing the number of elected Board seats in towns to 3. The seat that would have been up for election but was left vacant after the effective date of Chapter 235 of the Acts of 2014 (November 6, 2014) will be the Town Appointed Tenant Board Member Seat.

Note that this legislation does not affect the seat of the state appointed LHA Board Member.

Table 1. Key dates

01/14/2021	**Enactment date**	LHAs and Towns begin the process of determining which seat will be the Town Appointed Tenant Board Member Seat and filling the seat
05/15/2021	**Effective date** *(120 days after enactment date)*	If there is a vacancy on the board on this date, that seat will be the Town Appointed Tenant Board Member Seat (see Section 5)
07/14/2021	**Key date for determining which seat on the LHA Board will be the Tenant Member Seat** *(60 days after effective date)*	If there was no vacancy on the board on the effective date, the elected seat with the first term to expire after this date will be the Town Appointed Tenant Board Member Seat, unless another seat has become vacant since the effective date (see Section 5)
08/13/2021	**Town Appointed Tenant Board Member should be seated** *(90 days after effective date)*	See Section 7 for details on filling the seat

[1] If an LHA has no public housing units OR rental assistance units, it may request a waiver (Waiver Type 2) from this requirement from DHCD.

Section 2. Eligibility

The Tenant Board member may be a tenant or an authorized adult household member residing in public housing in the Town or an authorized adult member of household participating in a rental assistance program administered by the LHA in the Town (all those eligible for Tenant Board member seat will be referred to in this document as "tenant").

Tenants of state-aided Section 8 New Construction/Substantial Rehabilitation public housing developments that are owned by an LHA are eligible to be appointed by the Town to the Tenant Board Member seat. Other participants of project based or mobile rental assistance programs that are not administered by the LHA are not eligible to be appointed to the Tenant Board Member seat by the Town.

Section 3. Scope of Tenant Board Member's Participation

The Town Appointed Tenant Board Member is a full member of the LHA's governing Board with all of the rights and responsibilities of an LHA Board member. A Tenant Board member must be allowed to take part in any and all decisions related to the administration, operation, and management of all LHA programs, except to the extent that it would affect their "personal interest" as proscribed by the DHCD regulation at 760 CMR 4.03(4). Tenant Board Members are not required to be identified as such on the LHA website or web page that is required by 760 CMR 4.02(1)(a), and, upon request of the Tenant Board Member, the LHA should remove any such identification of the Tenant Board Member.

Section 4. What Should LHAs do Now that Law is Enacted?

LHAs should immediately communicate the following information to the Town:[2]

- Contact information for all LTO(s).
- Any federal requirement that a federal tenant sit on the LHA Board.
- Any waivers applied for and/or received from DHCD which would postpone a Town appointment to the Tenant Board Member Seat for up to one year (see Section 8. Waivers).
- All information required to identify Tenant Board Member seat, including any vacant seats, projected expiring seats, and presence of any tenants currently on Board.

LHAs should immediately inform LTO(s) regarding:

- Any waiver received from DHCD which would postpone a Town appointment to the Tenant Board Member Seat for one year due to current tenant on Board (see Section 8. Waivers, Waiver Type 1 below).
- If the Board has a vacant seat, the date by which the LTO(s) may submit a list of eligible Tenant Board Members to the Town in the event that DHCD does not grant a waiver.

If there is no LTO, LHA should immediately communicate with all residents regarding:

[2] See Attachment A. for example letter.

- Any waiver received from DHCD which would postpone a Town appointment to the Tenant Board Member Seat for one year due to current tenant on Board (see Section 8. Waivers, Waiver Type 1 below).
- If no waiver and Board has a vacant seat, the tenants' opportunity to submit their names to the Town for consideration of appointment.

Section 5. How is the Town Appointed Tenant Member Seat on the LHA Board to be identified?

Where there is a vacant seat on the effective date (May 15, 2021)

If, on May 15, 2021, an LHA has three or fewer elected Board members, a vacant seat will become the Town Appointed Tenant Board Member Seat. The fact that a seat is or was occupied by a holdover or a temporary appointment is not considered in making the determination as to which seat is the Tenant Board Member Seat; such seats are considered to be vacant for the purposes of this determination.

In the event that there is more than one elected seat that is vacant, the Town Appointed Tenant Board Member Seat will be the seat that was vacated first (the oldest date).[3]

Where there is no vacant seat on the effective date (May 15, 2021)

In Towns that have 4 elected Board members on May 15, 2021, the elected seat having the first term to expire after July 14, 2021 shall be the Town Appointed Tenant Board Member Seat, unless another seat becomes vacant before such date, in which case the first seat that becomes vacant before such date shall be the Town Appointed Tenant Board Member Seat.

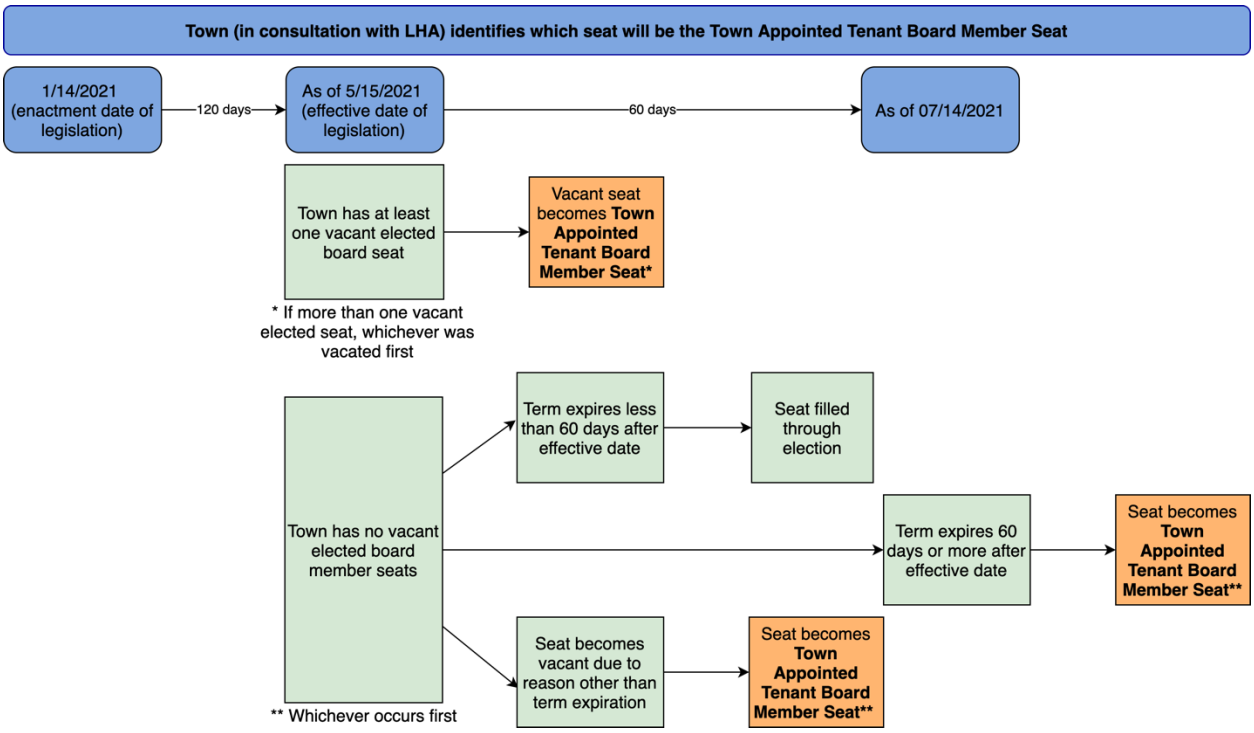
If an LHA tenant whose term is expiring currently occupies the seat that will become the Town Appointed Tenant Board Member Seat, that fact is not considered in making the determination as to which seat is the Town Appointed Tenant Board Member Seat. The LHA tenant whose term is expiring may be eligible for appointment to the Town Appointed Tenant Board Member Seat as described below.[4]

---

[3] In the unlikely event that more than one vacancy occurred on the exact same day, the Town Appointed Tenant Member Seat will be the seat corresponding to the earliest date on which the member who occupied it was sworn in.

[4] In the unlikely event that more than one term expires on the same day after July 14, 2021, the Tenant Board Member Seat will be the seat corresponding to the earliest date on which the member who occupied it was sworn in. In the unlikely event that more than one seat becomes vacant on the same day, the Tenant Member Seat will be the seat corresponding to the earliest date on which the member who occupied it was sworn in.

Figure 1. Identifying Town Appointed Tenant Board Member Seat



Section 6. What is the term of the Town Appointed Tenant Board Member Seat?

The Town Appointed Tenant Board Member is appointed to a term of 5 years. Appointments made to fill a vacant seat where the vacancy exists for a reason other than term expiration will be for the remainder of the unexpired term.

Section 7. How will the Town Appointed Tenant Board Member Seat be filled?

LHAs shall provide all necessary information for identification of seat to Town based on criteria above.[5]

Where there is a vacant seat on the effective date (May 15, 2021)

<u>With an LTO(s).</u>

- As noted above, LHAs should provide the Town with contact information for LTO(s) promptly following the passage of the Act.
- Town must give written notice of the vacancy to the LTO(s) at least 10 business days after May 15, 2021.

[5] See Attachments B. – E. for example notices.

- Town provides written notice to all LTO(s) that within 60 calendar days each LTO(s) may submit to the Town a list of 2 to 5 names of tenants who are eligible for appointment to the Town Appointed Tenant Board Member seat.
- If the Town does not receive a list from the LTO(s) within 60 days of the notice to LTOs of the vacancy, then the Town may appoint any eligible tenant who has indicated a willingness to serve of its choosing to the Town Appointed Tenant Board Member Seat.
- The Town is required to make the appointment within 60 days after the deadline for LTOs to provide a list of eligible tenants.
- If there is no person who is eligible and willing to serve as the Town Appointed Tenant Board Member then the LHA may seek a waiver from DHCD of the requirement that the Town appoint a tenant (see Section 8. Waivers).

No LTO(s).

- LHA sends written notices to each public housing tenant household and posts notices in common areas informing residents that if they wish to be considered for the Town Appointed Tenant Board Member seat, they must submit their names to the Town Clerk within 30 days. The notices must include contact information for the Town Clerk, as well as information about training programs available to Tenant Board Members.
- If the Town does not receive any names from tenants within 30 days of the notices to residents, then the Town may appoint any eligible tenant of its choosing to the Town Appointed Tenant Board Member seat.
- The Town is required to make an appointment within 30 days after the deadline for tenants to submit names.
- If there is no person who is eligible and willing to serve as the Town Appointed Tenant Board Member then the LHA may seek a waiver from DHCD of the requirement that the Town appoint a tenant (see Section 8. Waivers).

Where there is no vacant seat on the effective date (May 15, 2021)

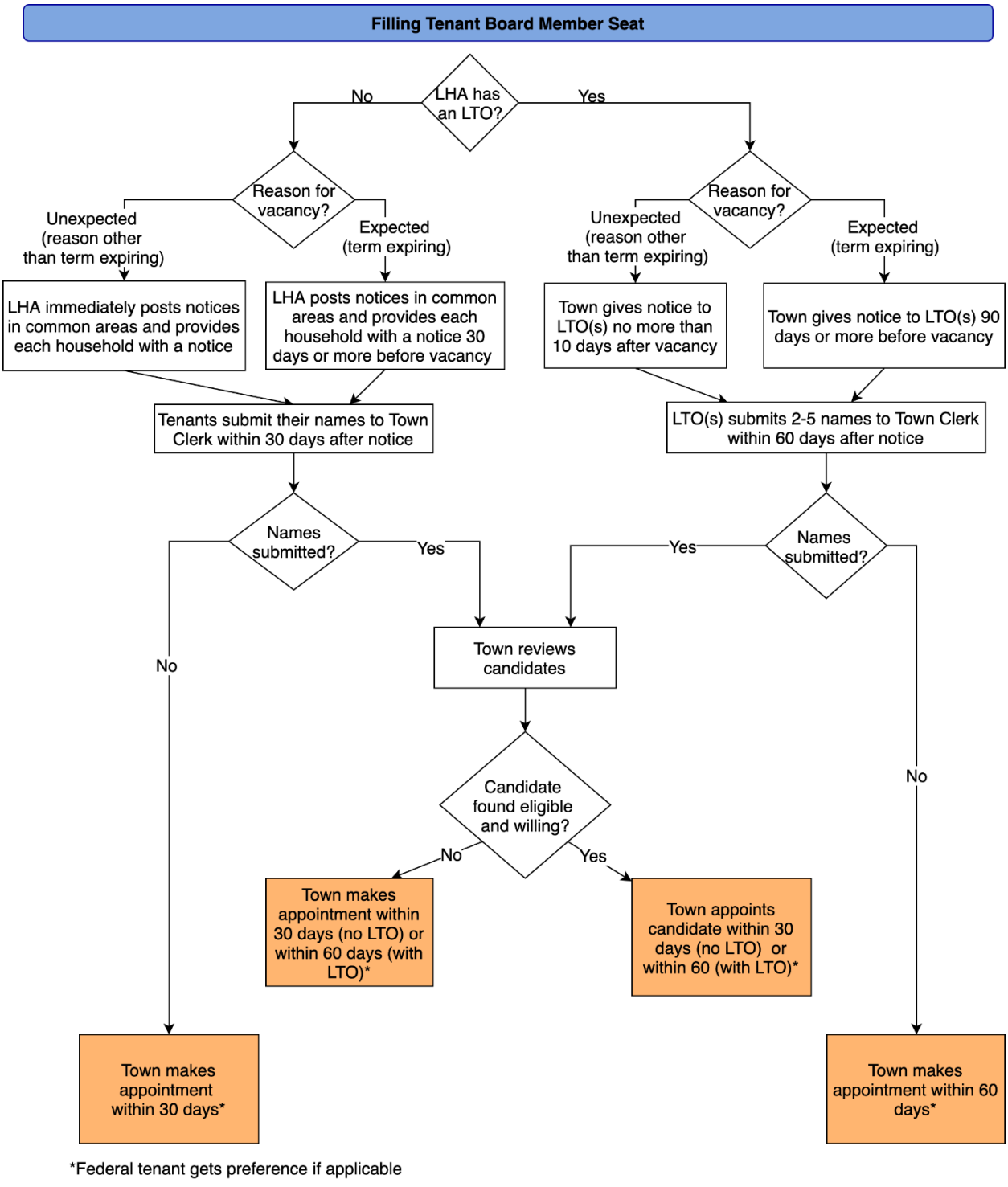
With an LTO(s).

- The Town is required to give the LTO(s) at least ninety days' written notice of the upcoming expiration of the term of the seat that is to become the Town Appointed Tenant Board Member Seat. If a vacancy occurs in the seat to become the Town Appointed Tenant Board Member Seat for some reason other than the expiration of a term, then the Town is required to give LTOs at least 10 business days written notice that the vacancy has occurred.
- Town follows procedures for "With an LTO(s)" listed above.

No LTO(s).

- LHA gives notice immediately after unexpected vacancies and at least 30 days before vacancies due to term expiration.
- LHA follows procedures for "No LTO(s)" listed above.

Figure 2. Filling Town Appointed Tenant Board Member Seat



*Federal tenant gets preference if applicable

Section 8. Waivers

LHAs may request waivers from DHCD that will temporarily postpone the appointment of the Town Appointed Tenant Board Member pursuant to this legislation. Waivers may be requested by an LHA through an online form found on the DHCD Admin Housing Applications page.[6] Waivers may be requested under two conditions:

1) LHA Board already has a Town elected or appointed Board member who is a member of a tenant household or rental assistance household; or
2) No person is eligible and willing to serve as the Town Appointed Tenant Board Member.

Note: Because it is not possible to determine the Town Appointed Board Member seat until the law becomes effective, LHAs should not request waivers from DHCD until at least May 15, 2021.

Waiver Type 1

LHA Board already has a Town elected or appointed Board member who is a member of a tenant or rental assistance household

LHAs may request a waiver where a person who is a tenant or an adult authorized household member residing in a public housing in the Town or a participant of a rental assistance program administered by the LHA is currently serving as an elected member or as a member who was appointed for the remainder of a term by the Town to fill a vacancy. The availability of such waivers is not meant to imply that there may only be one member on the LHA Board who is a tenant, but rather to allow more time for LHAs that already have one or more tenants on the Board to transition to a Town Appointed Tenant Board Member. LHAs are not expected nor required to submit a request for a waiver on these grounds, and a Town is required to appoint Tenant Board Member to an LHA that already has tenant(s) on the Board if an LHA has not received a DHCD waiver to postpone such an appointment.

Waivers granted are valid for one year and may be renewed for one year at a time until the elected or appointed member who is identified in the waiver vacates the seat or until the expiration of that member's term. At that point, the seat becomes the Town Appointed Tenant Board Member Seat and the Town and LHA should follow the appointment process described above.

In order to request a waiver on these grounds, LHA must provide the following information:

- Name of Board Member who is a tenant/rental assistance participant and date that the term of the seat that they occupy expires (end of 5-year term for which person was elected by Town or end of remainder of term if person was appointed by Town to fill vacant seat);
- Certification by the LHA and the tenant/participant that the Board Member is a tenant of the LHA and identification of the housing program in which the tenant/participant is housed;

[6] See Attachment F. for additional information.

- Agreement by the tenant/participant and the LHA to notify the Town if the Board Member is no longer a tenant/participant of LHA housing or is no longer a member of the Board.

Waiver Type 2

No person is eligible and willing to serve as the Town Appointed Tenant Board Member

If there is no person who is eligible and willing to serve as the Town Appointed Tenant Board Member after the LHA has given the required notice to its residents of the opportunity to serve, then the LHA may request DHCD to grant a waiver so that the Town may appoint a person other than a person who is eligible as a Tenant Member, who will be appointed to a one-year term.

In order to request a waiver on these grounds, an LHA must provide the following information:

- Written statement of why a waiver is being requested;
    - Identification of any LTO(s) and their contact information;
    - Date/time of meetings with all LTO(s) with brief description of meeting content;
    - LHAs must indicate to DHCD the dates and locations of posting of notices.
- Evidence of notices which may include:
    - Copies of notices posted on the LHA's web page and in the common areas of the LHA;
    - Copies of notices sent to all LHA households of tenants and rental assistance participants;
    - Notices should inform tenants of the opportunity to serve as a Board member, including contact information for the Town Clerk and describe the available technical assistance training programs available to Tenant Board Members.

Prior to granting a waiver DHCD will review the LHA's written statement and determine whether the LHA provided the required notices. Waivers may be only granted for one-year periods, but they may be renewed upon the same showing of need by the LHA.

If DHCD grants a waiver, it shall notify the LHA and the Town that a person other than a person who is eligible to be a tenant member may be appointed to the Town Appointed Tenant Board Member seat for a one-year period. The LHA must notify its LTO(s), if any, of this waiver and post the waiver online and throughout common areas of its developments.

Section 9. Tracking Town Appointed Tenant Board Members

When a Town Appointed Tenant Board Member has started their term, LHAs should record this information in the LHA Board Attendance application by marking the column "Town Tenant Board Member." A Board Member is considered a "Town Appointed Tenant Board Member" after an appointment has been made by the Town of a person who meets the definition of Tenant Member in c. 121B, sec. 1.

Section 10. Attachments

Attachment A. LHA Information to Town
Attachment B. LHA Notice to Tenants
Attachment C. Tenant to Town Clerk
Attachment D. Town to LTO Notice of Vacancy
Attachment E. LTO Names Submitted to Town
Attachment F. Requesting Waivers

Please contact your HMS with any questions regarding this notice.

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

Department of Agricultural Resources
251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr

MDAR MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

CHARLES D. BAKER, Governor
KARYN E. POLITO, Lt. Governor
KATHLEEN A. THEOHARIDES, Secretary
JOHN LEBEAUX, Commissioner

NOTICE: PUBLIC HEARINGS FOR VEGETATION MANAGEMENT PLAN

Pursuant to the Rights-of-Way Management Regulations (333 CMR 11.00) in order to apply pesticides to control vegetation to maintain Rights-of Ways, the Department of Agricultural Resources must approve a Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP). The VMP is intended to justify the need to control vegetation, identify target vegetation, describe the intended methods of control, describe methods for identifying sensitive areas, describe operational guidelines for applicators, outline a program of Integrated Pest Management (IPM) designed to reduce the use of herbicides, and describe alternative land use activities.

The following municipalities are advised that the Town of Medfield proposes to utilize herbicides to treat their Rights-of-Way,

PUBLIC HEARING SCHEDULED:
In accordance with 333 CMR 11.05 the Department of Agricultural Resources will conduct regional hearings to receive public comment on the proposed Vegetation Management Plan for the Town of Medfield.

To provide all interested parties an opportunity to comment on the proposed VMP, a public hearing will be held via ZOOM Conference at the address below:

Thursday, April 8, 2021
11:00am-11:30am
Meeting ID: 883 0727 0559
Passcode: 840582
https://us02web.zoom.us/j/88307270559?pwd=cUpWeVdjU2E4WHdZSnFDeklYMTZNQT09

Available for Public Review Prior to Hearings:
Section 11.05 (3)(d) of the Row Management Regulations provide: "At least 21 days prior to the end of the public comment period, the applicant shall send a copy of the proposed VMP to the chief elected official, the Board of Health, and the Conservation Commission in affected communities upon their request." Such request should be made to:

Robert Kennedy Jr.
Department of Public Works
55 North Meadows Road
Medfield, MA 02052

The proposed VMP is posted at http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html for reviewing. It is also available for review at the Reference Desk of the following public libraries:

Medfield Public Library, 468 Main Street, Medfield, Massachusetts 02052

Written Comments Requested
The public hearing listed above will give interested parties the opportunity to present data, views or arguments, orally or in writing concerning the proposed VMP. Persons giving testimony are also requested to provide written

comments. Written comments in advance of the hearing dates are welcome. The Department will accept written testimony concerning the Town of Medfield VMP until the close of business (5pm): Friday, April 9, 2021. Commentary should be sent to:

Rights-of -Way Program
Massachusetts Department of Agricultural Resources
251 Causeway Street, Suite 500 Boston,
Massachusetts 02114-2151

Comments must be received by close of business (5pm): April 9, 2021

TOWN OF MEDFIELD

Vegetation Management Plan

2021-2025

Prepared 8/10/2020

Town of Medfield – Department of Public Works

55 North Meadows Rd.

Medfield, MA 02052

Table of Contents

Statement of Goals and Objectives

This Vegetation Management Plan (VMP) establishes a diversified and safe series of methods to treat vegetation that poses a public safety hazard along municipal Rights-of-Way (ROW) in compliance to the regulations set in 333 CMR 11.00 as promulgated by the Massachusetts Department of Agricultural Resources (MDAR).

The primary objective of this VMP is to provide the public with safe and unobstructed ROWs while utilizing multiple control methods that will work towards achieving a long term, low maintenance management program. The success of this program will be based upon the monitoring of the areas, combining these methods of control (mechanical, physical and chemical) to reduce the need of herbicides and to promote healthy ecosystems while providing a greater natural species diversity.

Objectives of the VMP:

- Protection of the public and environment
- Maintain safe public ways
- Control of target vegetation
- Ensure all vegetation management operations are done in accordance to state, local and manufacture's rules and regulations.
- To use only certified, licensed and qualified vegetation management crews.
- Acknowledging and protecting sensitive areas.

The Town of Medfield's Department of Public Works has four licensed and certified Category 40 rights-of-way applicators to perform the vegetation management treatment program in accordance to the regulatory standards set forth in 333 CMR 11.00.

Target Vegetation

Target vegetation will be defined as vegetation that poses a safety hazard, compromises infrastructure and are a public nuisance, which includes vegetation classified as invasive that may have detrimental effects on natural resources.

1) Hazard Vegetation
   Hazard vegetation poses a risk to public safety along public ways. This may include vegetation obstructing roads, interfering with the safe travel of vehicles and pedestrians. Vegetation obstructing the view of a driver, operator or pedestrians can put them in danger. Hazard vegetation may include but is not limited to trees, shrubs and woody vegetation.

2) Nuisance Vegetation
   Nuisance Vegetation presents health problems to the general public, especially plant species that are poisonous or noxious. Target vegetation in this category is primarily poison ivy. Nuisance vegetation growing in cracks on asphalt, along guard rails, medians, sidewalks or adjacent curbing affect the structural integrity, longevity and accessibility of the public ways.

3) Invasive Vegetation
   Invasive vegetation can out-compete desirable species and eliminate the biodiversity of an area. This affects wildlife because of the change in habitat and the obstruction of natural hydrologic functions. Using mechanical methods could be ineffective and futile depending on the species. In some instances it could make the colonization stronger. In these situations, the use of an herbicide would be necessary. There may be opportunities to remove invasive vegetation and encourage growth of native species through selective application.

Integrated Vegetation Management Methods & Actions

Vegetation management methods will include both chemical and non-chemical techniques where necessary. The IVM (Integrated Vegetation Management) Program is diversified to minimize herbicide use and to control incompatible vegetation in an ecologically sound manner. The Vegetation Management may involve the following methods:

- ***Physical Control:***

Method	Example
Sustainable Landscapes	• Planting native trees, shrubs, flowers and grasses • Creating competition to undesirable vegetation
Pavement Maintenance	• Resurfacing • Patching • Sweeping areas that tend to accumulate sediment • Crack sealing

- ***Mechanical Methods:***

Method	Example
Hand Cutting	• Chain saws • Brush saws • Lopping shears • Used in environmentally sensitive areas
Mowing	• Riding mowers • Brush hogs • Line trimmers • Large roadside boom mowers
Selective Trimming	• Mechanical pruning of limbs that encroach on roadways and hamper access or visibility

- ***Chemical Control-***

Chemical control methods involve foliar treatment and cut stump surface treatment.

Method	Example
Foliar Treatments (Selective application of a water diluted herbicide to target vegetation foliage)	• Backpack sprayers • Hand-held pump sprayers
Cut Stump Treatment (Flush cutting of target species followed by application of herbicide on cut stump)	• Backpack sprayer • Hand-held pump sprayer • Squirt bottle • Hand painting

**Foliar treatments will be done when target vegetation is in full leaf and actively growing.*

**Cut stump treatment will be done during the target species' dormant stage and sap flow is less likely*

All applications will be made solely by state licensed and certified applicators in accordance with state regulations and manufacturer label recommendations.

Summary of Control Strategies

The purpose of an IVM is being able to choose from diversified treatment options that are the most appropriate for the target species, environment and target area. This is achieved through monitoring the target areas, being aware of the sensitive areas, consistent education and reliable experience of the applicators, and appropriate record keeping of treatments.

IVM Protocol

Monitoring- All public ways will be surveyed prior to any scheduled treatment. Monitoring will be done on foot or by vehicle. Monitoring may also result from public request. All monitoring records will be maintained by the town. Monitoring is a year round protocol.

Maintenance- All roads will be cleaned using a street sweeper. Cracks in asphalt, sidewalks and other ROW defects will be repaired.

Target Vegetation Control Tactics- The decision to use one or a combination of the IVM techniques will take into consideration the most efficient and environmentally responsible option.

A) Mechanical Methods
    1) Hand Cutting
    2) Mowing
    3) Selective Pruning

B) Chemical Methods
    1) Foliar Post Emergence Applications
    2) Soil Applications
    3) Cut Stem/ Cut Stump Treatments

Record Keeping- A log of surveyed areas will be kept by the town for future planning and reference. Areas maintained by either physical repair, mechanical or chemical control will be recorded. The Highway Department Supervisor or qualified individual designated to supervise the Town of Medfield's VMP will maintain the logs.

Justification of Herbicide Use

The Town of Medfield's VMP focuses on minimizing the use of herbicides within rights-of-ways. Vegetation management along public ways is necessary to control unwanted vegetation that poses a public nuisance, obstructs views and creates traffic or pedestrian hazards. By following proposed vegetation management methods and IVM protocol discussed in this plan, physical and mechanical methods control most plants that interfere with traffic visibility and safety. Chemical controls are necessary in management situations where access, growth rate, plant species, worker safety, or environmental/social concerns limit the potential for control by physical and mechanical methods.

The Town of Medfield's licensed and certified applicators will only use herbicides on the Massachusetts Department of Agricultural Resources (MDAR) sensitive area materials list. Applicator's will acknowledge sensitive areas and target sites through vigilant surveying and monitoring.

Chemical controls are often the preferred method or only method to control plants that pose a health hazard to the employee. Poison ivy for example, is extremely hazardous to handle and biologically resistant to mechanical removal. Attempting to control curbside plants and weeds by pulling or trimming can put employees in danger from traffic and is relatively ineffective for long-term control.

Herbicide applications are an effective treatment method to control invasive vegetation. Maintaining public ways by mechanical methods can prevent its establishment, however, once established some of the physical and mechanical methods used to treat the vegetation pose more of a risk to the employee than the actual use of herbicides.

The IVM promotes widely diversified practices that will not only aim to control target vegetation. It offers a "what next" approach to the management plan by creating sustainable landscapes to the target areas to reduce negative impact on surrounding natural resources. Planting native trees, grasses and shrubs to compete with the invasive species not only will be most cost effective in the long

run, but it will benefit the native wild life and reduce disturbances to the landscape.

Identification of Sensitive Areas

Sensitive areas are defined and regulated by 333 CMR 11.04 as areas within ROWs in which public and environmental concerns warrant special protection to minimize the risk of unreasonable adverse effects of herbicides. Identification of sensitive areas with respect to and in accordance with all state and local guidelines set by The Medfield Conservation Committee and MDAR allowing herbicide treatments within the proper distance, creating a safe and appropriate buffer zone. Sensitive areas will be identified and marked in the field by trained and experienced individuals. Additional sources available to identify these areas include:

- Massachusetts Department of Environmental Protection water supply maps
- Town of Medfield Water Department's most current maps, records and institutional knowledge to identify private water supplies.
- Correspondence from the Town of Medfield Conservation Committee.
- Available information from MassGIS maps.
- U.S. Fish and Wildlife Service National Wetlands Inventory Maps

Once these Sensitive areas have been identified, they will be marked and flagged in exact locations for the applicators in the field. The treatment crew will survey the areas prior to application to be aware of all boundaries. Applicators will maintain and study maps of sensitive areas and will be supervised by The Town of Medfield's Highway Department Supervisor to assure all procedures in regards to sensitive areas follow protocol. Only herbicides on MDAR's "Herbicides Recommended for Use in Sensitive Areas List" will be used. The herbicides will be applied selectively by low pressure, using foliar techniques or cut-stump treatments, or other methods approved by MDAR.

Table 1: In accordance to 333 CMR 11.04 Sensitive Area Restrictions

Sensitive Area	No Spray Area	Control Method	Time Between Applications
Public Ground Water Supply	400 ft.	Approved herbicides applied at selective low pressure.	24 months
Wetlands	10 ft.	Approved herbicides applied at selective low pressure.	12 months
Private Water Supply	50-100 ft.	Approved herbicides applied at selective low pressure.	24 months
Certified Vernal Pool	10 ft.	Approved herbicides applied at selective low pressure.	12 months
Public Surface Water Supply Class A	100 ft.	Approved herbicides applied at selective low pressure.	24 months
Public Surface Water Supply Class B	100-400 ft.	Approved herbicides applied at selective low pressure.	24 months
Inhabited and Agricultural Area	100 ft.	Approved herbicides applied at selective low pressure.	12 months

Operational Guidelines for Herbicide use:

As required by regulations, applications along ROWs requires a Category 40 pesticide certification from the Department of Agricultural Resources in which each employee on the treatment crew maintains in good standing with MDAR. All applicators will have a copy of the VMP, as well as the full label and safety data sheet of the herbicide at times to reference if needed. Applicators will abide by all rules and regulations set forth by state, local and manufacture's guidelines. Any herbicide product used must be listed on the current ROW Sensitive Materials List through MDAR. Every application will be documented and the records maintained.

Weather

- No herbicide applications will be conducted during periods of precipitation or wind speeds deemed excessive through the manufacture's guidelines of application that could cause drift. Wind speeds will be measured and recorded through the applicator's records of treatment.
- Adjuvants may be added to herbicide mixture to lower the potential of drift and to increase effectiveness of foliar treatment.
- Foliar treatment will not be conducted to target vegetation that exceeds approximately twelve feet in height. Mechanical or physical methods shall be used for such target vegetation.

Equipment Calibration

- Foliar application equipment will be calibrated prior to each application to manufacture's recommendations for accuracy and effectiveness.
- All application equipment will be inspected by the applicator prior to treatment to assure equipment's integrity.
- Foliar application equipment will be calibrated to maintain pressures not exceeding 60 psi at the nozzle.

General Guidelines

- All treatments shall be done in accordance with The Massachusetts Department of Agricultural Resources' rules and regulations in regards to ROW's and standard applicator safety practices.
- Herbicides will be mixed to estimated amount needed to treat only target area.
- Herbicide manufacturer's full label, Safety Data Sheet, the VMP, YOP, and map of sensitive areas will be on site at all times for reference.
- All applications will be recorded at time of application and accurate. All records will be stored for review and future reference.

Alternative Land Use Options

For alternative land use, options as described in 333 CMR 11.05 must meet specific criteria to apply. The alternative land use option must control target vegetation in accordance to the VMP. Monitoring the target area will determine the need for vegetation control. A written agreement between the landowner and town will outline the owner's responsibilities for vegetation control.

Qualifications of Individual Developing/submitting plan

Robert Kennedy Junior, Department of Public Works Highway Department Supervisor, has been an employee of the Town of Medfield for over thirty years. Being a lifelong resident of Medfield, he is highly aware of the areas in need of the vegetation management plan the most. He bears the experience and knowledge of such target sites making him a valuable surveyor and coordinator for the Vegetation Management Plan. As a member of the Town of Medfield Conservation Committee, his commitment to land conservation and environmental sustainability for the Town of Medfield is prevalent within the community.

Joseph Rebola has been an employee for the Town of Medfield for over five years, and a licensed pesticide applicator for four years. Upgrading his pesticide license to a category 40 Rights-Of-Way, he has been involved in the development of a vegetation management plan for the Town of Medfield. Prior to employment at the Town of Medfield, Joseph was part of an organic gardening company, as well as a commercial landscaping company servicing the greater Boston area. His work experience and licensure has been beneficial to the development of this vegetation management plan.

Plan to Address Spills and Related Accidents

Having the applicators strictly follow common safety standards and procedures set forth by the Environmental Protection Agency (EPA), Massachusetts Department of Agricultural Resources (MDAR), Occupational Safety and Health Administration (OSHA), and local officials will minimize the risk of potential problems. Only the amount needed to carry out a specific application to target site through proper calculations will be mixed at the central facility to limit waste. All herbicides will be stored at a secure town facility abiding by local rules and regulations with proper documentation. The vehicles carrying the herbicides will have DOT approved spill kits and a copy of the full label and safety data sheets at all times.

Safety meetings prior to application will be held to mitigate the risks involved and bring attention to proper accident and spill prevention. In the event of a spill immediate action will take place by:

- Containing the spill.
- Securing the area by placing barriers.
- Placing employees at strategic locations to communicate the risk.
- Cleaning the spill.

Minor spills will be cleaned with absorption materials, then swept up and put in leak proof containers to be removed from the site and disposed of properly.

The Massachusetts Department of Environmental Protection will be contacted when there is a spill of a reportable quantity, regardless of major or minor spill status and accordance with 310 CMR 40.0000 Massachusetts Contingency Plan.

Emergency first responders will be immediately notified of any size accident that is deemed a possible risk to public health, safety and the environment.

In the Event of a spill, information on safety precautions and clean up procedures may be gathered from the following sources:

EMERGENCY SERVICE OR AGENCY	TELEPHONE NUMBER	SPECIAL INSTRUCTIONS
Medfield Police Dept.	508-359-2315	
Medfield Fire Dept.	508-359-2323	
Medfield DPW	508-359-8597	
Clean Harbors Field Service	508-970-8672	
Massachusetts Pesticide Bureau	617-626-1720	
Dept. of Public Health, Environmental Toxicology Program	617-339-8351	
Mass DEP, Emergency Response Section	508-946-2700 888-304-1133 (after hours)	Contact as soon as possible, within 48 hours.
Massachusetts Poison Information Centers	800-682-9211	

Herbicide Manufactures (information subject to change as necessary)

Monsanto (Now Bayer Environmental Science)	314-694-1000
Dupont	800-441-3637
Nufarm	800-345-3330

Notification procedures

Upon approval of proposed VMP and publication in the Environmental Monitor, the public will have 45 days to comment. A copy of proposed VMP will be provided either digitally or physically upon further request. At least 48 hours prior to ROW application, the applicant will publish in a local newspaper the methods and location of the pesticide application. Along with the approximate dates of application, the name of the herbicide used and the description/purpose of the application will also be published. Contact information for a designated Town of Medfield representative will be made available within the publication as well.

Norfolk County Retirement System

February 8, 2021

To: Board of Selectmen
Town of Medfield

From: Norfolk County Retirement System

Subj: Town of Medfield
Fiscal Year 2022 Appropriation

The Norfolk County Retirement System has received several inquiries relative to the member unit appropriation amounts for Fiscal Year 2022. We have received the appropriation figures. The units have two payment options,

1) Paying the appropriation in two equal payments, one due on July 1, 2021 and the second due on January 1, 2022,
2) Paying the appropriation in a single payment on July 1, 2021 at a reduced rate, approximately 2% less than option 1.

The amounts of each are set forth below. Please note that your Fiscal Year 2022 appropriation includes prior Early Retirement Incentives (ERIs), where applicable.

Option 1: $3,162,435.00 payable in two equal payments of $1,581,217.50, the first on July 1, 2021 and the second on January 1, 2022.

Option 2: $ 3,104,509.00 due in full on July 1, 2021.

The actual appropriation bills will be sent out at a later date.

We hope the above information is helpful. Thank you.

480 Neponset Street, Building #15, Canton, MA 02021 • Tel: 781-821-0664 • 800-247-9992 • Fax: 781-821-0981
www.norfolkcountyretirement.org • Email: info@norfolkcountyretirement.org

xfinity

January 29, 2021

Via UPS

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for YE2020. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

> Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has provided a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

Please do not hesitate to contact me at Catherine_Maloney@cable.comcast.com should you have any questions.

Very truly yours,

Catherine Maloney

Catherine Maloney, Sr. Manager
Government Affairs

cc: Department of Telecommunications and Cable

Form 500 Complaint Data

Code Key: Avg. Resolution Time

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Code Key: Manner of Resolution

A. Resolved to the satisfaction of both parties.
B. Resolved, customer dissatisfied. C. Not Resolved.

Town	MEDFIELD
Year	2020
Subscribers	1604

		Total Complaints	Avg Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
				A.	B.	C.
Advertising/Marketing		0	0	0	0	0
Appointment Service Call		0	0	0	0	0
Billing		2	2	2	0	0
Customer Service		0	0	0	0	0
Equipment		2	2	2	0	0
Installation		0	0	0	0	0
Other: Damage	Damage	0	0	0	0	0
Other: Programming		1	3	0	1	0
Reception		0	0	0	0	0
Service Interruption		1	2	1	0	0

Form 500 Service Interruption Data

Code Key: Duration of Service Interruption <1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town Medfield **Year** 2020 **Subscribers** 1604

	Date of Service Interruption	Duration of Service Interruption (see Code Key above)
Medfield	9/20/2020 4:51:00 AM	1
Medfield	12/19/2020 2:14:00 AM	1
Medfield	12/16/2020 7:07:00 AM	1
Medfield	9/29/2020 10:28:00 AM	1
Medfield	7/28/2020 5:52:00 PM	1
Medfield	5/26/2020 10:56:00 AM	1
Medfield	5/9/2020 9:43:00 PM	1
Medfield	4/13/2020 4:18:00 PM	1
Medfield	11/6/2020 11:05:00 PM	1
Medfield	8/23/2020 7:03:00 PM	1

Gmail

Evelyn Clarke <eclarke@medfield.net>

Verizon Fios TV - LFA Notification - Mix & Match Rate Increase

1 message

Connors, Niall S [redacted] Fri, Feb 12, 2021 at 2:54 PM

Dear Municipal Official:

This is to notify you of an upcoming Fios® TV pricing change.

On or after May 1, 2021, the base rate for Mix and Match Fios TV packages will increase by $6 per month as depicted in the chart below. This increase helps cover a portion of the escalating annual costs many of the network providers charge to Verizon for their programming.

Mix & Match Fios TV Packages	Current Rate	Increased Rate
Your Fios TV	$50	$56
More Fios TV	$70	$76
The Most Fios TV	$90	$96
Mundo	$70	$76
Mundo Total	$90	$96

Verizon will notify subscribers of the above by bill message beginning on or after March 1, 2021. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels and verizon.com/bizfiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,

verizon

Niall Connors

Franchise Service Manager
Fios Video Franchising
Verizon Consumer Group
[redacted]
6 Bowdoin Square
Floor 10
Boston, MA 02114

Customer Notice_Mix and Match Rate Increase.pdf
83K

verizon

Fios TV Package Content Rate Increase

It is Verizon's priority and commitment to provide you with the best service and value in the industry. To continue to provide you with quality TV programming, on or after 30 days from the date of this bill, the base rate for your Fios TV plan will go up by $6 per month. This increase helps cover a portion of the escalating annual costs many network providers charge Verizon for their programming.

We offer other options that can help you get the most for your money. Go to verizon.com/myaccount to find the best value for you.

If you would like to keep your current service as is, no action is required and any credits or discounts remain in effect until their original expiration date.