



**NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH
THE PROVISIONS OF MGL 30A §18 – 25**

BOARD/COMMITTEE/COMMISSION: Board of Selectmen

DATE SUBMITTED TO TOWN CLERK: Aug 9, 2023

MEETING DATE: Tuesday, August 15, 2023 TIME: 5:00 PM

LOCATION: Town Hall, 511 Main Street, Dunstable, MA

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA

5:00	1.	<i>Call to Order</i>
5:02	2.	<i>Public Hearing: Dunstable Liquors LLC License Hearing*</i>
5:25	3.	<i>Approval of Meeting Minutes from 6/13/23 & 7/25/23*</i>
5:30	4.	<i>Facility Use Request: Dunstable Theater Collaborative, 350th Anniversary Comm*</i>
5:35	5.	<i>PFAS at the GDRSD High School and Intermunicipal Agreement with Groton*</i>
5:50	6.	<i>MCO/MUD District Land Development Agreement and Lease Agreement*</i>
6:05	7.	<i>Union Building – Contract for Adaptive Reuse Feasibility Study and Restoration Plan*</i>
6:15	8.	<i>Request to reallocate ARPA funds*</i>
6:25	9.	<i>Town Administrator Report</i>
6:35	10.	<i>New/Old Business</i>
6:45	11.	<i>Adjourn</i>

*Votes likely to be taken

(Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

You can watch Board of Selectmen meetings at the following link: <https://www.youtube.com/@townofdunstable3179/>



Town of Dunstable Board of Selectmen Meeting Minutes

Tuesday, June 13, 2023

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne, Exec. Assistant, William Farrell, Fire Chief.

The meeting was called to order at 5:30pm.

Treasurer/Collector Interviews

The Board of Selectmen interviewed two candidates for the position. These candidates were Kristin Long and Fatima West. A list of questions were asked of each candidate. The Board did not make an appointment following the interviews. A decision on whether to have another interview or to make an appointment will be made at a future meeting.

Purchase & Sales Agreement for New Firetruck*

The Chief and TA Silva have been working with Manchester by the Sea on the purchase of a Fire Truck. The purchase and sale is for \$180k. The truck will need to be outfitted with equipment and the remaining balance after purchase is likely to be used for this purpose. The truck we are purchasing will be far more useful than what was being built for the Town, and it will service the needs of the Department far more than what we had. The truck should last the Town for 20 years, and there will be a refund of \$54k.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to **approve** the purchase of the 2017 Ford from the Manchester by the Sea Fire Department to be acquired by the Dunstable Fire Department. **The vote was unanimous.**

Approval of Meeting Minutes from 6/6/23*

There were no requested changes or updates to the June 6, 2023 Meeting Minutes as presented.

On a **motion** made by Selectwoman Basbanes and **seconded** by Selectman Meehan, it was **VOTED** to **approve** the Meeting Minutes dated June 6, 2023. **The vote was unanimous.**

Facility Use Request – Lake Massapoag Rod & Gun Club*

The Rod & Gun club requested to hold their Annual Meeting on September 20, 2023 in the Main Hall of Town Hall. There were no concerns or questions.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to **approve** use of the Dunstable Town Hall (Main Hall) on September 20, 2023 from 6:30pm-9pm by the Rod & Gun Club for the purpose of holding their annual meeting. **The vote was unanimous.**

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to adjourn the meeting at 6:45pm. **The vote was unanimous.**



Respectfully Submitted,

Sue Fayne
Executive Assistant to the Town Administrator
and Board of Selectmen

DRAFT



Town of Dunstable Board of Selectmen Meeting Minutes

Tuesday, July 25, 2023 8:30am

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne, Exec. Assistant

The meeting was called to order by Chairman Mikol at 8:37am.

Public Forum

No public comments

Approval of Meeting Minutes 6/21/23, 6/27/23, & 7/11*

No changes or updates needed for the meeting minutes presented.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to **approve** the Meeting Minutes dated June 21, 2023, June 27, 2023, and July 11, 2023. **The vote was unanimous.**

Facility Use Request: Delvena Theatre Company*

Sue Fayne explained to the Board that the Delvena Theatre Company requests the use of the Main Hall for a performance of "Tea, a Crumpet, and a Gas Mask" on September 9, 2023, from 1:30-3:30pm. This performance was made possible by a Grant from the Cultural Council and is being sponsored by the Dunstable 350th Anniversary Committee.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to **approve** the use of the Dunstable Town Hall (Main Hall) on September 9, 2023, from 1:30pm-3:30pm by the Delvena Theatre Company for the purpose of performing the play, "A Cup of Tea, A Crumpet and a Gas Mask." **The vote was unanimous.**

Treasurer/Collector position*

TA Silva explained that our permanent Treasurer/Collector position has been vacant for quite some time. Bonnie Ricardelli has been a critical asset during this transition period, along with our third-party partner, who is working through the backlog of work caused by the position vacancy and transition. The cash reconciliation work should be done by mid-August. We posted the position originally for the Town of Dunstable and went through the interview process with our candidates. During the process TA Silva had some initial conversations with the Town of Pepperell to see if they had any interest in investigating a Regional/Shared Treasurer/Collector position. Pepperell wasn't ready to consider that, at that time (3-4 months ago). Pepperell is now interested in partnering on a shared position between the 2 communities. Benefits are:

- the market for municipal positions is very difficult and highly competitive.
- A 25 hr/week position is difficult to fill but upgrading the position to full time would allow us to increase the salary to some extent since we're sharing the position.



- For the right candidate, the opportunity to work in 2 communities at once could be desirable, as it would be one of very few opportunities in the state.
- The Town would have access to a fuller complement of staff and potentially benefit from increased staff coverage.

The draft Job Description presented includes everything that was in our original Job Description, plus additional items from Pepperell. The Towns can post the position, but it does not require us to hire. We still have additional details to work through, we would need an intermunicipal agreement, and many other details would need to be ironed out. Financial considerations such as breaking down costs, benefits, staff hours are also details we still need to work through.

TA Silva asked the Board for permission to work with Pepperell through the next phase of details, which can be done concurrently while the job is posted. He'd like to work on building a shared services model, which could be used for other positions if needed, such as IT. Jason & Sue have started similar conversations w/Tyngsboro about shared IT support.

Bonnie is willing to stay on in the office for some hours in a supporting role. TA Silva will work through a schedule as part of building the model, along with hours/time shared. This would be defined in the IMA.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to **authorize** the Town Administrator to work with the Town of Pepperell to finalize the posting of a joint Treasurer/Collector position to serve both the Towns of Dunstable and Pepperell. **The vote was unanimous.**

New/Old Business

TA Silva mentioned that we received one bid on our IT IFB, which was from our current vendor. However, as mentioned briefly, the Town of Tyngsboro is interested in partnering for shared IT services. They currently have 1 IT Director with significant municipal experience, and a .5 FTE IT support. Jason sent the IFB to the Town Manager, who sent a proposal back. Their IT director is on vacation, so as we work through some additional details, we may come back to the Board with more information in an upcoming meeting.

Joan Simmons asked if there were any updates on the Union Building RFP. There was a walk-through last week and one person attended. Bids are due tomorrow, 7/26/23, so more information will be available in our next meeting.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to enter into Executive Session, pursuant to M.G.L. Chap. 30A, §21(a), Clause 6, to consider the purchase, exchange, lease or value of real property: MCO Associates, MUD District Land Development Agreement and Lease Agreement negotiations and, pursuant to Clause 3, to discuss strategy with respect to collective bargaining or litigation as doing so in open session may have a detrimental effect on the government's bargaining or litigation position: Gelineau v. Dunstable ZBA. Votes may be taken, and if they are, votes will be released at a time deemed appropriate by the Board of Selectmen. The Board will reconvene in regular session at the conclusion of the Executive Session. **The vote was unanimous.**



Executive Session – Pursuant to M.G.L. Chap. 30A, §21(a), Clause 6, to consider the purchase, exchange, lease or value of real property: MCO Associates, MUD District Land Development Agreement and Lease Agreement negotiations*

Executive Session - Pursuant to M.G.L. Chap. 30A, §21(a), Clause 3, to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the government's bargaining or litigating position: Gelineau v. Dunstable ZBA*

On a **motion** made by Selectwoman Basbanes and **seconded** by Selectman Meehan, it was **voted** to exit Executive session and entered back into Public Session. **The vote was unanimous.**

Land Development Agreement and Lease Agreement with MCO Associates re: MUD District Affordable Housing Development*

Chairman Mikol explained that the agreement with MCO has one outstanding item that needs to be worked through. The draft agreement will go back to the developers and attorneys, and it could be a few more weeks until we have a final agreement. TA Silva stated that negotiations are going well, and as expected.

There was a brief discussion regarding the Blue donation bins located on Pleasant St. near the Post Office. The BOS office will discuss with the Board of Health to see if we can find a more discreet location for them.

On a **motion** made by Selectman Meehan and **seconded** by Selectwoman Basbanes, it was **VOTED** to adjourn the meeting at 10:45am. **The vote was unanimous.**

Respectfully Submitted,

Sue Fayne
Executive Assistant to the Town Administrator
and Board of Selectmen

FACILITY USE REQUEST

Name & Organization: **Dunstable Theater Collaborative - Jon Swift**

Applicant Name (if different):

Applicant Address: Groton St. Dunstable, MA

Applicant Mobile or Home Phone Number: 617-320-9761

Applicant Email Address: jonpswift@gmail.com

Facility Being Requested: Town Hall - Main Hall with Stage

Requesting Use of Piano? No

Date of Event: **November 9, 2023**

Time of Event: 7:00 pm

Length of Event: 2 hours

Purpose of Event: **Theater Production**

Estimated Attendance: 50

Admission Charged: \$10 - free Dress Rehearsal on Wednesday

Are you a Dunstable Resident? Yes

Is this a Civic Non-Profit Group? Yes

Will Food be served? No

Other Information/Comments: The performances will be Thursday, 11/9, Saturday 11/11, and Sunday 11/12. Also requesting the following rehearsal dates: M&W from 6:30-9pm the weeks of 9/4, 9/11, 9/18, 9/25, 10/2, 10/9, 10/16, 10/23, & 10/30.

Dates needed for storage of materials:

==Town of Dunstable Facility Use Policy==

Policy Agreement: I agree

The results of this submission may be viewed at:

<https://www.dunstable-ma.gov/node/32191/submission/966>

FACILITY USE REQUEST

Name & Organization: **Dunstable 350th Anniversary Committee**

Applicant Name (if different): Sue Fayne

Applicant Address: 99 Hall Street

Applicant Mobile or Home Phone Number: 9788083816

Applicant Email Address: sfayne@gmail.com

Facility Being Requested: **Town Common & Bandstand**

Will this event take place on multiple days? No

Date of Event: **September 10, 2023**

Date of Event:

Date of Event:

Date of Event:

Date of Event:

Time of Event: 12:00 pm

Length of Event: 2 hours

Purpose of Event: **Ice Cream Social**

Estimated Attendance: 250

Admission Charged: \$0

Are you a Dunstable Resident? Yes

Is this a Civic Non-Profit Group? No

Will Food be served? Yes

Other Information/Comments: **Ice Cream Social after the Parade.**

Dates needed for storage of materials:

==Town of Dunstable Facility Use Policy==

Policy Agreement: I agree

The results of this submission may be viewed at:

<https://www.dunstable-ma.gov/node/32191/submission/971>

PFAS AT THE GROTON DUNSTABLE REGIONAL HIGH SCHOOL

**MEETING OF THE SELECT BOARD
AUGUST 15, 2023**

HISTORY

- The Groton Dunstable High School is served by an on-site well, a separate public water supply, operated by the Groton Dunstable Regional School District.
- On March 2022 testing of this public water supply found PFAS(6) concentrations of 490 nanograms/liter (ng/L) at the High School. Subsequent follow-up testing at downgradient water users found concentrations up to 123 ng/L at 15 private wells in the Town of Dunstable.
- The PFAS contamination is attributable to the use of firefighting foam by the Groton Fire Department at the High School during construction of the track on June 17, 2003, to extinguish a fire.

REGULATIONS

- MassDEP requires PFAS levels lower than 20 ng/L in sum of 6 PFAS compounds in any public water supply. Currently, the EPA has proposed new regulations limiting PFAS levels to 4 ng/L, not yet in effect.

Compound	MassDEP	EPA	MassDEP Limit	EPA Limit
PFDA	X		Total of 20 ng/l (parts per trillion)	
PFHPA	X			
PFOA	X	X		4 ng/l (ppt)*
PFOS	X	X		4 ng/l (ppt)*
PFNA	X	X		Health Index
PFHxS	X	X		
PFBS		X		
GenX (HFPO-DA)		X		

* MCLG Maximum Contaminant Level Goal is non-detectable

OVERVIEW

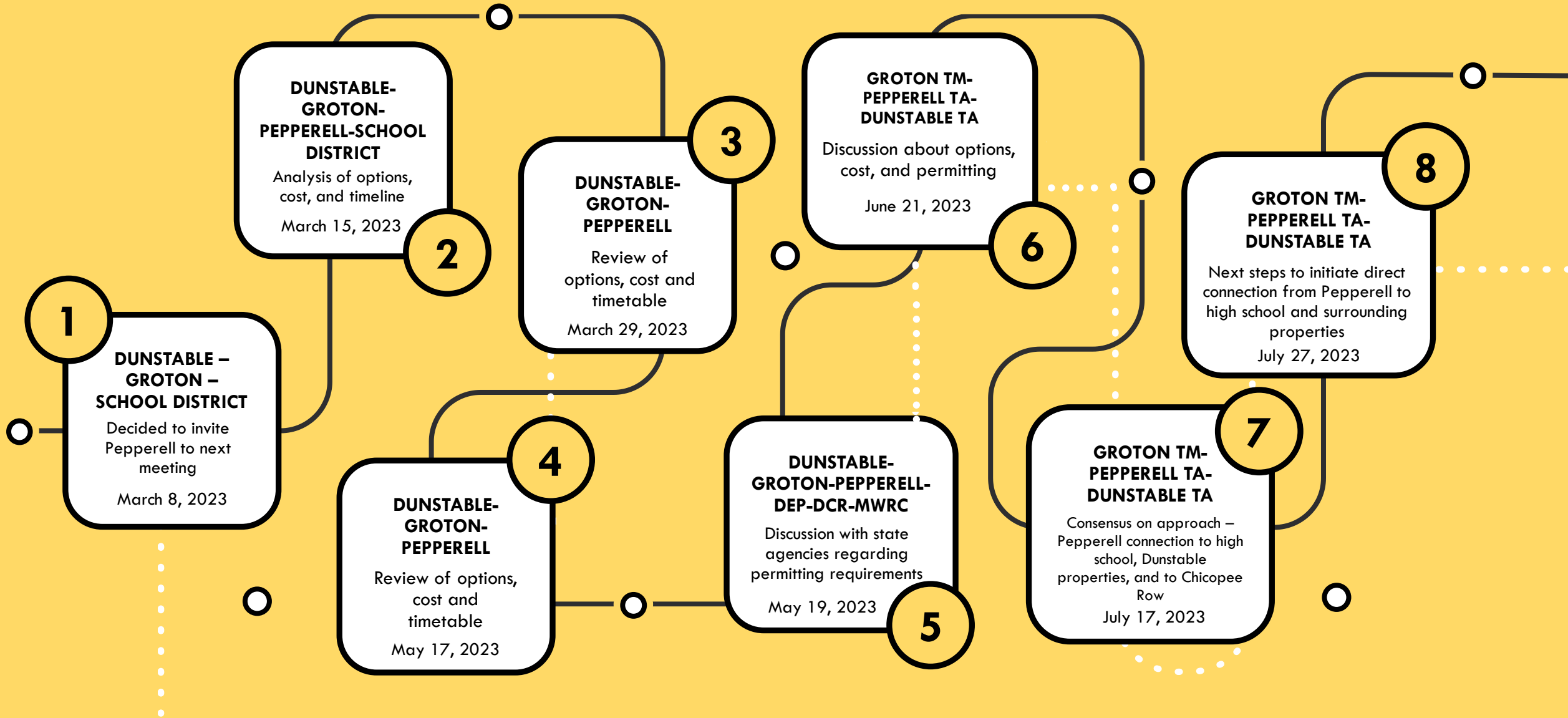
- On March 2, 2023, MassDEP issued a Notice of Responsibility to the Groton Dunstable Regional School District including interim deadlines.
- On a temporary basis, bottled water is being used at the high school and some of the surrounding properties for cooking and drinking water purposes. At one address, MassDEP installed and is maintaining a point-of-entry treatment (POET) system because PFAS levels tested above 90 ng/L.
- The Notice of Responsibility required the installation of POET systems at all residences with PFAS levels at or above 20 ng/L and a plan to maintain those systems and monitor PFAS levels.
- The School District must respond with a plan for a permanent solution by January 31, 2024.

PUBLIC WATER OPTIONS CONSIDERED

- **Dunstable/Groton Solution (water from Salmon Brook wells)**
 - From Route 113 → Groton Street → Kemp Street → Chicopee Row → GDRSD High School
- **Dunstable/Pepperell/Groton Solution (water from Pepperell and Salmon Brook)**
 - From Route 113 → Groton Street → Kemp Street → North Street → Jersey Street → GDRSD High School
- **Pepperell/Groton/Dunstable Solution (water from Pepperell)**
 - From Jersey Street → North Street → Kemp Street → Groton Street → Chicopee Row → GDRSD High School
- **Groton/Dunstable Solution (water from Groton)**
 - Chicopee Row – GDRSD High School → Kemp Street

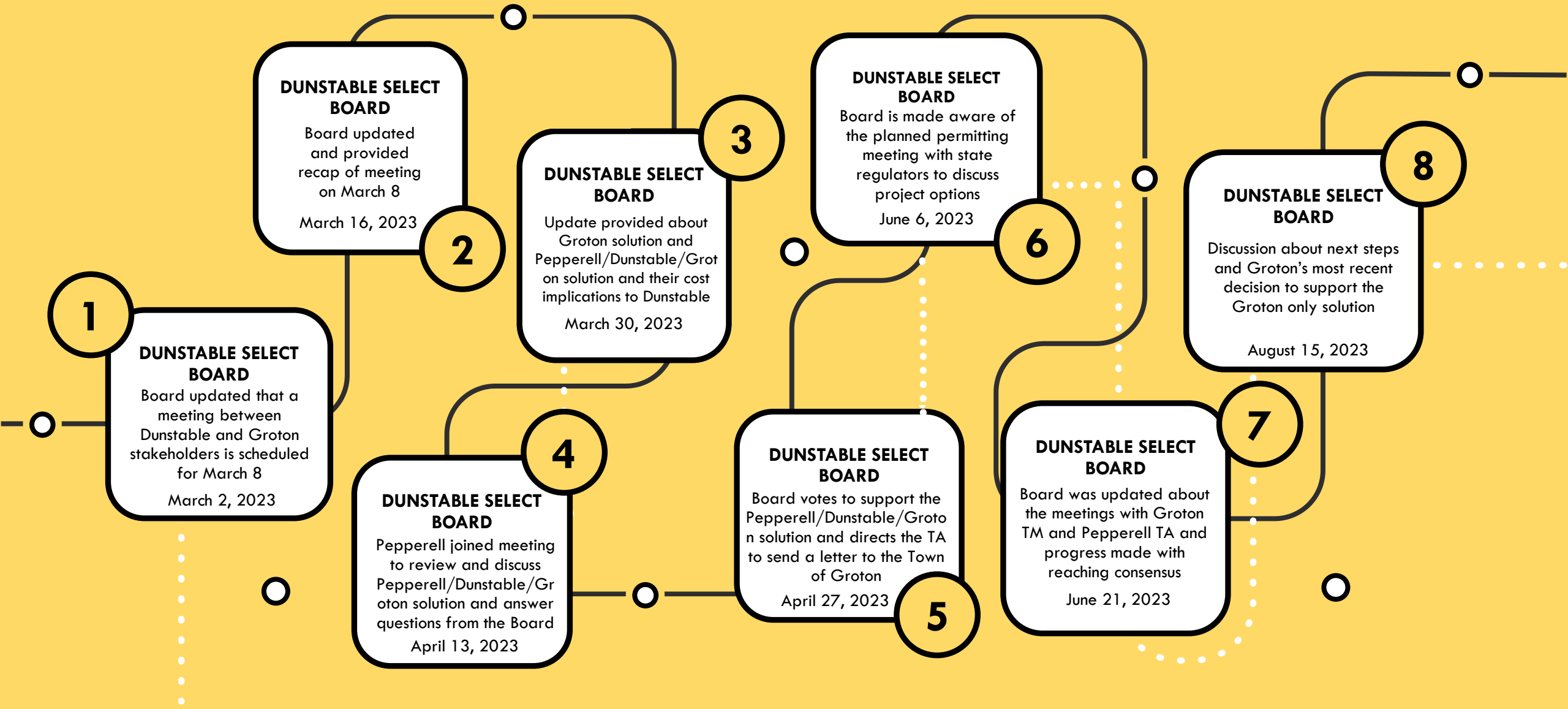
PFAS DECISION PROCESS

REGIONAL MEETINGS



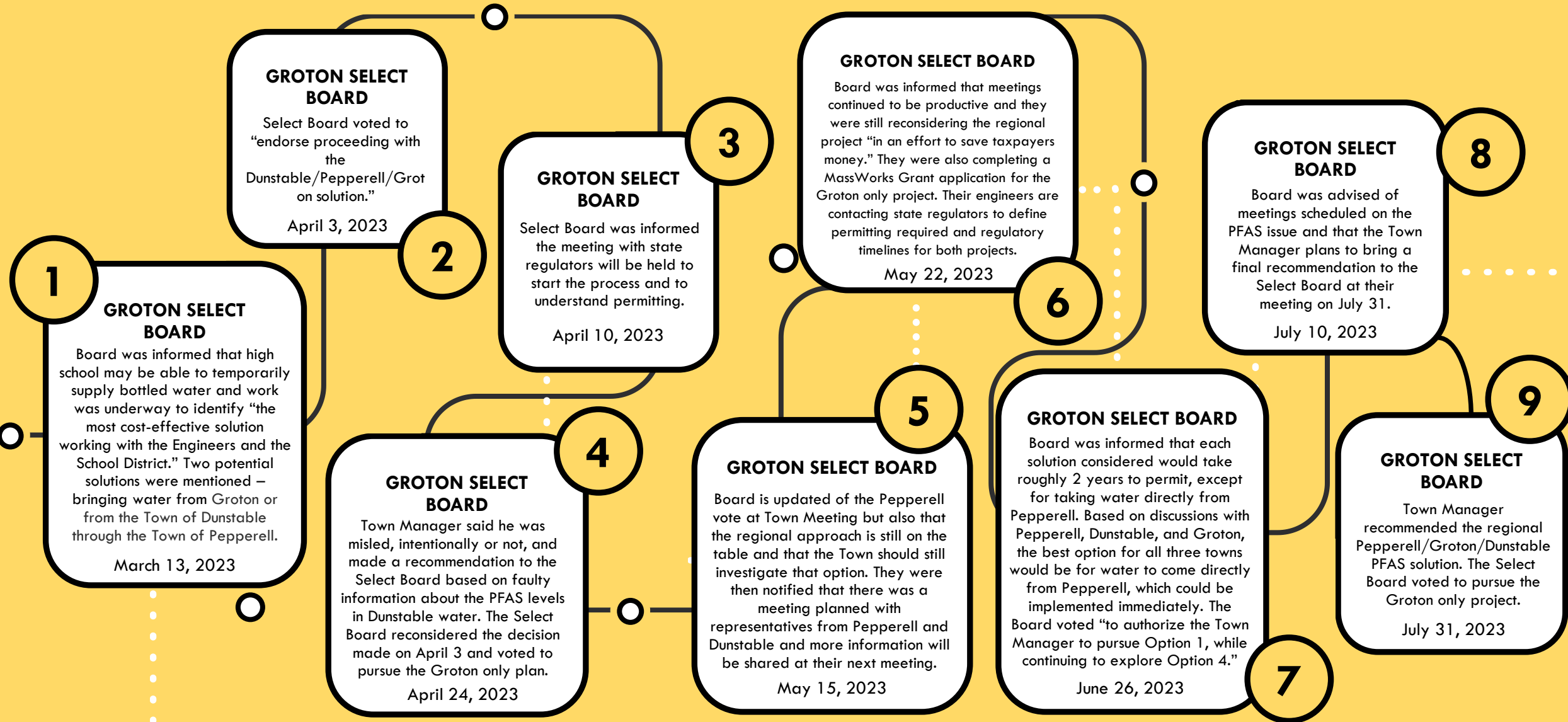
PFAS DECISION PROCESS

DUNSTABLE SELECT BOARD MEETINGS



PFAS DECISION PROCESS

GROTON SELECT BOARD MEETINGS



ANALYSIS OF OPTIONS - PERMITTING

- **Dunstable/Groton Solution (Merrimack to Nashua Water Basin)**
 - No Interbasin Transfer Determination if less than 100,000 gpd transferred
 - No Water Management Act Permit or Needs Forecast if water supplied from new Dunstable line is less than 30,000 gpd
 - No MEPA review unless more than five miles of water mains needed
 - Approximately 2-year process
- **Dunstable/Pepperell/Groton Solution (Merrimack to Nashua Water Basin)**
 - Interbasin Transfer Determination Significant if more than 100,000 gpd transferred
 - Water Management Act Permit and Water Needs Forecast required if water supplied from new Dunstable line is more than 30,000 gpd
 - MEPA review if interbasin transfer is more than 100,000 gpd or more than five miles of water mains needed
 - Approximately 2-year process

ANALYSIS OF OPTIONS - PERMITTING

- **Pepperell/Groton/Dunstable Solution (Nashua to Nashua Water Basin)**
 - No Interbasin Transfer – water remains in Nashua Basin
 - Sufficient capacity under existing Water Management Act Permit
 - No MEPA review unless more than five miles of water mains needed
 - Can start immediately, requiring local Conservation Commission approvals
- **Groton/Dunstable Solution (Merrimack to Nashua Water Basin)**
 - Any transfer to Nashua Basin in Dunstable is Significant and requires DCR and Water Resources Commission approval
 - New Water Management Act permit and Needs Forecast required for more than 90,000 gpd
 - MEPA review for Significant Interbasin Transfer
 - Approximately 2-year process

ANALYSIS OF OPTIONS - COST

- **Pepperell/Groton/Dunstable Solution (Nashua to Nashua Water Basin)**
 - Conservative estimate of \$8.5 million
 - Based on 77/23 split the cost is as follows:
 - Town of Dunstable will pay a total of \$1,950,000
 - Dunstable's annualized cost, over 30 years, is expected to be roughly \$65,000
- **Groton/Dunstable Solution (Merrimack to Nashua Water Basin)**
 - Latest estimate is \$12,801,193
 - Initial estimate was \$16,775,000
 - Based on the latest cost estimate and the 77/23 split the cost is as follows:
 - Town of Dunstable will pay a total of \$2,944,211
 - Dunstable's annualized cost, over 30 years, is expected to be roughly \$98,140

SUMMARY OF BENEFITS

- **Pepperell/Groton/Dunstable Solution (Nashua to Nashua Water Basin)**
 - **Quicker to permit**
 - Close to immediate with only local Conservation Commission approvals needed versus a 2-year permitting process
 - **Cheaper to implement**
 - \$1 million less to Dunstable and additional savings will be realized through a faster implementation (permitting costs and supply water to school)
 - **Regional solution with regional impacts**
 - Project is the first phase of a larger, regional project with the Town of Pepperell to make an interconnection with Dunstable

NEXT STEPS – SELECT BOARD

- Need decision on what project to support to solve the PFAS issue at the high school
- Need an Intermunicipal Agreement to share Town Counsel with Groton for this project
- Need an Intermunicipal Agreement to establish cost sharing for the project
- Need an Intermunicipal Agreement to allow the construction, operation and maintenance of the water connection to Dunstable properties

INTERMUNICIPAL AGREEMENT FOR SHARED LEGAL SERVICES

THIS AGREEMENT (this “Agreement”) entered into this 14th day of August, 2023 (the “Effective Date”) is by and among the **Town of Groton**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 173 Main Street, Groton, Massachusetts 01450 (“Groton”), the **Town of Dunstable**, a Massachusetts municipality acting by and through its Board of Selectmen, with a mailing address of 511 Main Street, Massachusetts 01827 (“Dunstable”), and the **Groton-Dunstable Regional School District**, Massachusetts regional school district acting by and through its Regional School Committee, with a mailing address 44 Main Street, Groton, Massachusetts 01450 (the “GDRSD”). Groton, Dunstable, and the GDRSD are collectively as the “Parties” and individually a “Party.”

WHEREAS, Groton and Dunstable are parties to a regional agreement creating the GDRSD (the “Regional Agreement”) and share the operational and capital costs of the GDRSD through annual assessments to each town in accordance with the Regional Agreement;

WHEREAS, the Parties seek a collective solution to a water supply issue concerning GDRSD’s high school property, which would be paid for by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement;

WHEREAS, the Parties are each empowered by law to retain legal counsel for various legal services, including legal advice concerning water supply issues and related legal services, which is a proper governmental function and service;

WHEREAS, both Groton and Dunstable have separately retained the law firm of Mirick, O’Connell, DeMallie & Lougee, LLP (“Mirick O’Connell”) to serve as general counsel (town counsel) to each town for the purpose of providing legal advice and representation on a variety of matters;

WHEREAS, the Parties acknowledge that they have a shared interest in a collective solution to a water supply issue concerning GDRSD’s high school property, and joint legal services provided to all three Parties on this matter would minimize the Parties’ legal fees;

WHEREAS, providing joint legal services to the Parties on a collective solution to a water supply issue concerning GDRSD’s high school property requires certain actions and a legal agreement between the Parties in order for Mirick O’Connell’s attorneys to comply with the requirements of the Conflict of Interest Law, specifically M.G.L. c. 268A, Sec. 17(a) and 17(c);

WHEREAS, the Parties may, pursuant to M.G.L. c. 40, § 4A, enter into an intermunicipal agreement to perform jointly activities or undertakings which any of the Parties is authorized by law to perform;

WHEREAS, both Groton and Dunstable have directed that as part of their official duties as town counsel to each town, Mirick O’Connell’s attorneys shall provide joint legal services to the Parties on a collective solution to a water supply issue concerning GDRSD’s high school property (the “Shared Legal Services”), with the cost for such Shared Legal Services to be paid by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement;

WHEREAS, the GDRSD has agreed to engage Mirick O’Connell’s attorneys as counsel to provide the Shared Legal Services to the Parties as part of their official duties, with the cost for such Shared Legal Services to be paid by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement:

WHEREAS, the Shared Legal Services shall consist of legal advice to the Parties concerning water supply issues and related legal services as part of a collective solution to a water supply issue concerning GDRSD’s high school property, and shall not consist of separate legal advice and legal services to the Parties, individually, on the same matter;

WHEREAS, the Parties agree to engage separate counsel for legal advice and legal in the event of a dispute among the Parties with respect to the water supply issue concerning GDRSD’s high school property; and

WHEREAS, the Parties intend that this Agreement shall set forth the terms and conditions of having Mirick O’Connell’s attorneys perform the Shared Legal Services, including the maximum financial liability of the Parties, in accordance with M.G.L. c. 40, § 4A.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. INVOICES FOR SHARED LEGAL SERVICES

1.1. For all legal work associated with the Shared Legal Services, Mirick O’Connell shall issue invoices to the GDRSD with copies to provided to Groton and Dunstable.

1.2. The GDRSD shall remit payment to Mirick O’Connell under the terms and conditions of an engagement letter with Mirick O’Connell.

1.3. The Parties acknowledge that the billing rate charged by Mirick O’Connell for the Shared Legal Services will be \$300 per hour.

2. TERM

This Agreement shall commence on the Effective Date and shall continue until the GDRSD has paid in full an invoice labeled “Final Invoice” from Mirick O’Connell for the Shared Legal Services, provided that in no event shall the term of this Agreement exceed the maximum term for an intermunicipal agreement set forth in M.G.L. c. 40, § 4A.

3. MISCELLANEOUS PROVISIONS

3.1. Liability. Pursuant to M.G.L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the other in the performance of this Agreement, and to the extent provided by M.G.L. c. 258. By entering into this Agreement, none of the Parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

3.2. Maximum Financial Liability. Pursuant to M.G.L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party's financial liability, which is a share of the cost of the Shared Legal Services assessed to Groton and Dunstable in accordance with the Regional Agreement.

3.3. Financial Safeguards. Pursuant to M.G.L. c. 40, § 4A, the GDRSD shall, upon paying in full an invoice labeled "Final Invoice" from Mirick O'Connell for the Shared Legal Services, provide to Groton and Dunstable a report or statement of all sums paid to Mirick O'Connell for the Shared Legal Services. The Parties acknowledge that Groton and Dunstable shall receive from Mirick O'Connell copies of all invoices sent to the GDRSD for the Shared Legal Services, as required by Section 1.1.

3.4. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Parties agree that the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

3.5. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

3.6. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained in this Agreement.

3.7. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by both of the Parties.

3.8. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

3.9. Assignment. No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Parties.

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

3.11. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.

3.12. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

3.13. Execution / Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

3.14. Notices. With the exception of invoices sent in accordance with Section 1.1 of this Agreement, all notices required or permitted by this Agreement shall be in writing and sent to the Parties as set forth below:

If intended for GDRSD:

Superintendent of Schools
Groton-Dunstable Regional School District
44 Main Street
Groton, MA 01450
Email: lchesson@gdrsd.org

If intended for Groton:

Town Manager
Town of Groton
173 Main Street
Groton, MA 01450
Email: townmanager@grotonma.gov

If intended for Dunstable:

Town Administrator
Town of Dunstable
511 Main Street
Dunstable, MA 01827
Email: townadministrator@dunstable-ma.gov

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives a reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set their hands and seals effective on the day and year first above written.

TOWN OF GROTON

TOWN OF DUNSTABLE

Mark Haddad, Town Manager,
Duly authorized by vote of the Groton Select
Board on _____, 2023

Jason Silva, Town Administrator
Duly authorized by vote of the Dunstable
Board of Selectmen on _____, 2023

GROTON-DUNSTABLE REGIONAL SCHOOL
DISTRICT

Laura Chesson, Superintendent of Schools,
Duly authorized by vote of the Groton-
Dunstable Regional School Committee on
_____, 2023

Acknowledged:

Mirick, O'Connell, DeMallie & Lougee, LLP

_____, _____

GROUND LEASE BY AND BETWEEN

THE TOWN OF DUNSTABLE, as Landlord

and

MCO COTTAGE RENTALS DUNSTABLE, LLC, as Tenant

GROUND LEASE

THIS GROUND LEASE (this “Lease”) is dated as of the ____ day of [_____], 2023, and is entered into by and between Landlord and Tenant named below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

1.1 Definitions. Whenever used herein, the following terms shall have the following meanings:

- Landlord: Town of Dunstable, a Massachusetts municipal corporation.
- Address of Landlord: 511 Main Street
Dunstable, MA 01827
Attention: Town Administrator
- Tenant: MCO Cottage Rentals Dunstable, LLC, a Massachusetts limited liability company.
- Address of Tenant: 206 Ayer Road, Suite 5
Harvard, MA 01451
Attention: Mark O’Hagan
- Term Commencement Date: The date of this Lease.
- Lease Term: Ninety-nine (99) years, beginning on the Term Commencement Date and ending on the day prior to the ninety-ninth (99th) anniversary of the Term Commencement Date, unless the same is earlier terminated in accordance with the terms and conditions of this Lease.
- LDA: That certain Land Development Agreement for the Premises by and between Landlord, as owner, and Tenant, as developer, dated [_____, 2023].
- Land: Certain real property, having an address of 160-164 Pleasant Street, Dunstable, Massachusetts. A legal description of the Land is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

Premises: The Land, together with any and all other structures and improvements located thereon, including but not limited to the Initial Improvements, as defined herein, and all rights, privileges easements, restrictions, encumbrances, and appurtenances thereto.

Permitted Use: Those uses permitted pursuant to the LDA, subject to full compliance with all applicable laws.

Rent: All monetary obligations of Tenant under this Lease. Provided however, Landlord acknowledges that other than 20% of the rent paid for the commercial space, as more particularly set forth herein, and the Impositions, there is no other rent due.

Impositions: All taxes including real estate taxes (which term shall include payments in lieu of real estate taxes), assessments, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time during the Lease Term may be assessed, levied, confirmed, imposed upon, or may become due and payable out of or in respect of, or become a lien upon, the Premises (including all improvements thereto).

Landlord's Mortgagee: Any party that may, following the Term Commencement Date, hold a mortgage on the Premises or any portion thereof, given as security for indebtedness owed by Landlord to the holder of the mortgage.

1.2 Effect of Reference to Definitions. Any reference in this Lease to any of the terms defined above shall be deemed, to the extent possible, to mean and include all aspects of the definition set forth above for such term.

1.3 Exhibits. The exhibits listed in this Section and attached to this Lease are incorporated by reference and are a part of this Lease.

Exhibit A: Description of the Land

ARTICLE 2

LEASE OF PREMISES

Landlord hereby leases to Tenant the Premises for the Lease Term, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, together with all easements, rights or privileges necessary in connection with the use of the Premises for the Permitted Use.

ARTICLE 3

RENT

3.1 Impositions. Tenant shall pay or cause to be paid, as Rent, all Impositions before any fines, penalties, interest or costs may be added for non-payment, such payments to be made directly to the taxing authorities where feasible, and shall promptly, upon request, furnish to Landlord copies of official receipts or other reasonably satisfactory proof evidencing such payments. If any such Imposition may, at the option of the taxpayer, lawfully be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay such Imposition (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments during the Lease Term as such installments become due and before any fine, penalty or cost may be added thereto. If any refund shall be due from any taxing authority in respect of any Imposition paid by Tenant, such refund shall be paid over to or retained by Tenant if no Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, any such refund shall be paid over to or retained by Landlord.

3.2 Lease to be Deemed Net. Tenant acknowledges and agrees that Landlord has no obligation to maintain, repair, replace, or insure the Premises under this Lease or to bear any other cost relating to the Premises during the Lease Term. This Lease shall be deemed and construed to be an absolutely triple net lease, and Tenant shall accordingly pay to Landlord, absolutely net, those amounts set forth in this Lease, free of any off-sets or deductions of any kind.

3.3 Independent Covenants. Each covenant, agreement, obligation and other provision in this Lease to be performed on Tenant's part shall be deemed and construed to be a separate and independent covenant of Tenant and not dependent on any other provision of this Lease.

3.4 Late Charge. Tenant agrees that if any monthly installment of Rent or any other sum is not paid when due, a late charge shall be imposed in an amount equal to five percent (5%) of the unpaid monthly installment(s) of Rent but this late charge shall not apply if Tenant's subtenant(s) have not actually paid their monthly rent to Tenant. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section shall in no way relieve Tenant of the obligation to pay the monthly installment(s) of Rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Landlord's remedies pursuant to Article 9 in the event said monthly installment(s) of Rent or other payment is unpaid after date due.

ARTICLE 4

SITE IMPROVEMENTS AND UTILITIES

4.1 Site Improvements. Tenant shall, at its sole cost and expense, construct the improvements at the Premises pursuant to the terms and conditions of the LDA (the "Initial Improvements"). As required under the LDA, Tenant shall obtain a tri-party agreement among Landlord, Tenant, and Tenant's lender for site work included as part of the Initial Improvements, which tri-party agreement shall be in form and substance satisfactory to Landlord. Tenant shall be responsible, at its sole cost and expense, for maintaining, repairing, replacing, operating and insuring the Premises during the Lease Term, expressly including all Capital Items. As used herein, "Capital Items" shall mean the installation, repair, and replacement of all of the following: (a) the structural components of the buildings at the Premises, including footings, foundations, roofs, and structural walls, (b) the systems and system components serving the buildings at the Premises, including

sewer or septic facilities, water lines, and other utility systems, (c) the driveways, parking areas, drainage facilities, and any other improvements at the Premises.

4.2 Utilities. Following the Term Commencement Date, Tenant shall make arrangements with the appropriate utility or service companies for its own service for any utilities or services that are to serve the Premises, all of which shall be billed to Tenant directly or to any permitted subtenants, as applicable, and Tenant shall be responsible for all costs with respect to same, such payments to be made directly to the utility or service provider or to the appropriate party charged with collecting the same, the foregoing to include all charges for such utilities or services. Landlord shall be under no obligation to furnish any utilities or services to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities or services to the Premises.

ARTICLE 5 **INSURANCE**

5.1 Required Coverage. Tenant covenants and agrees with Landlord that during the Lease Term the following insurance shall be obtained by Tenant and carried at Tenant's sole expense:

(a) Commercial general liability insurance insuring Tenant against liability for injury to persons and damage to property which may be claimed to have occurred upon the Premises and covering all Tenant's obligations under this Lease, with initial limits at least equal to \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such higher limits in any case as may reasonably be required in case of increase in risk or as may be customarily carried in the Commonwealth of Massachusetts by prudent ground tenants of similar property, as determined by Landlord in its reasonable discretion;

(b) All risk property insurance on a full replacement cost basis for the Premises and Tenant's business personal property (under a blanket policy along with the full replacement cost of all property owned and leased by Tenant) with limits, sub-limits and deductibles as are approved in writing by Landlord. Such insurance shall cover flood, environmental hazard, earthquake, loss or failure of building equipment and rental loss during the period of repairs or rebuilding, in each case with limits, sub-limits and deductibles as are customary for similar properties in the region, which Landlord shall determine in Landlord's sole and absolute discretion.

(c) Umbrella liability insurance for the total limit purchased by Tenant, but not less than a \$5,000,000 limit providing for excess coverage over all limits and coverages listed above;

(d) Business automobile liability insurance (occurrence coverage) for owned, non-owned, and hired automobiles with a minimum combined single limit of liability of \$1,000,000 each accident for bodily injury and property damage;

(e) Workmen's compensation insurance covering all Tenant's employees working at the Premises as required by applicable law and employers' liability insurance with limits of not less than \$500,000 per accident. Each contractor, subcontractor, and consultant

performing work on or relating to the Premises shall maintain the policies required under this paragraph with respect to their employees;

(f) If Tenant stores or generates Hazardous Materials as contemplated by Article 18, pollution liability insurance in an amount determined by Landlord, and naming Landlord as an additional named insured; and

(g) Such additional insurance as Landlord shall reasonably require, provided that such insurance is in an amount and of the type customarily carried in the Commonwealth of Massachusetts by prudent ground tenants of similar property. Throughout the Lease Term, Landlord may also, upon thirty (30) days' prior written notice to Tenant, increase the required limits of any insurance policies to amounts customarily carried in the Commonwealth of Massachusetts by prudent ground tenants of similar property.

5.2 Writing and Disposition of Insurance Policies. All insurance required under Section 5.1 above shall be written with companies reasonably satisfactory to Landlord and in forms customarily in use from time to time in the market area of the Premises. Tenant shall furnish Landlord with copies of said policies, and said policies, except for the workmen's compensation insurance, shall (i) name Landlord as additional insured on a primary and noncontributory basis, as its respective interests may appear, and (ii) provide that the coverage thereunder may not lapse or be cancelled without thirty (30) days' prior written notice to Landlord and Tenant.

5.3 Mutual Waiver of Subrogation. Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance that either party is required to maintain under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that any fire and extended coverage insurance policies and any commercial general liability insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra costs, or, if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other party and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

5.4 Blanket Policies. Nothing contained herein shall prevent Tenant from taking out insurance of the kind and in the amounts provided for herein under a blanket insurance policy or policies covering properties other than the Premises, provided however, that any such policy or policies of blanket insurance (a) shall specify therein, or Tenant shall furnish Landlord with the written statement from the insurers under such policy or policies specifying the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required herein, and (b) amounts so specified shall be sufficient to prevent any of the insureds from being a co-insurer within the terms of the applicable policy or policies, and provided further, however,

that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions herein.

ARTICLE 6

TENANT'S ADDITIONAL COVENANTS

Tenant covenants and agrees during the Lease Term and such further time as Tenant occupies the Premises or any part thereof:

6.1 Performing Obligations. To perform fully, faithfully and punctually all of the obligations of Tenant set forth in this Lease; and to pay when due Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

6.2 Use. To use the Premises only for the Permitted Uses, and for no other purposes. Notwithstanding the foregoing, the specific purposes for which the commercial portion of the Premises shall be used may be changed, with the prior written consent of Landlord.

6.3 Maintenance, Repair and Replacement. At Tenant's expense, to keep the Premises, including, without limitation, all Initial Improvements and Capital Items, in good order, repair and condition, and to arrange for, or enter into contracts regarding the provision of such services as are necessary to do so including, without limitation, the removal of rubbish and the removal of unreasonable accumulations of snow and ice, and to keep the Premises and such installations in as good condition, order and repair as the same may be put in following the Term Commencement Date, reasonable wear and use and damage by fire or other casualty or eminent domain only excepted, it being understood that the foregoing exception for reasonable wear and use shall not relieve Tenant from the obligation to keep the Premises and such installations in good order, repair and condition including, without limitation, all necessary and ordinary repairs, replacements and the like.

6.4 Compliance with Laws. At Tenant's sole cost and expense, to comply promptly with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officials, foreseen and unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to Tenant's use, occupancy or presence in or at the Premises, including the Americans with Disabilities Act ("ADA") and all laws with respect to the handling, storage and disposal of hazardous materials (the "Legal Requirements"), as well as the requirements of any applicable fire insurance underwriter or rating bureau and the recommendations of Landlord's engineers and consultants that relate in any manner to such Legal Requirements, without regard to whether said Legal Requirements are now in effect or become effective after the Term Commencement Date, except that Tenant may defer compliance so long as the validity of any such Legal Requirement shall be contested by Tenant in good faith and by appropriate legal proceedings, and only under the following conditions:

(a) If by the terms of such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrance of any lien, charge or liability of any kind against the Premises or any portion thereof and without subjecting

Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability or fine, and Tenant (i) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; provided, however,

Tenant may only contest as aforesaid and delay as aforesaid if such contest or delay in compliance will not constitute a default by Landlord under any lease, mortgage or other agreement, will not affect the use of all or any portion of the Premises by Landlord, and will not affect the sale, leasing, or refinancing of all or any portion of the Premises.

6.5 Payment for Tenant's Work. To pay promptly when due the entire cost of any work at or on the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; promptly to clear the record of any notice of any such lien; to procure all necessary permits and before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

6.6 Indemnity. To save Landlord harmless and indemnified from, and to defend Landlord against, all injury, loss, claims or damage (including reasonable attorneys' fees) to any person or property while on the Premises unless arising from any omission, fault, negligence or other misconduct of Landlord, or its agents, servants, employees, or contractors; and to save Landlord harmless and indemnified from, and to defend Landlord against, all injury, loss, claims or damage (including reasonable attorneys' fees) to any person or property anywhere occasioned by any act, omission, neglect or default of Tenant or Tenant's agents, servants, employees, contractors, guests, invitees or licensees. This indemnity shall survive the expiration or earlier termination of the Lease Term.

6.7 Personal Property at Tenant's Risk. That all personal property, equipment, inventory and the like from time to time upon the Premises shall be at the sole risk of Tenant; and that Landlord shall not be liable for any damage that may be caused to such property or the Premises or to any person for any reason.

6.8 Payment of Cost of Enforcement. To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease, provided that Landlord is successful in enforcing such obligation or has a right under this Lease to cure such default.

6.9 Yield Up. At the termination of the Lease Term, peaceably to yield up the Premises clean and in good order, repair and condition, and in conformance with all Legal Requirements. All Initial Improvements and any Alteration (defined below) in, on, or to the Premises made or installed by Tenant shall become a part of the realty and belong to Landlord without

compensation to Tenant upon the expiration or sooner termination of the Lease Term, at which time title shall pass to Landlord under this Lease as if by a bill of sale, unless Landlord elects otherwise with respect to any Alteration made or installed by Tenant and notifies Tenant that it shall have to remove such Alteration at the time it consents thereto (or, with respect to Alterations for which Landlord's consent is not required or is not obtained, at any time prior to the expiration of the Lease Term). Notwithstanding the foregoing, any and all trade equipment, trade fixtures, inventory and business equipment (collectively, the "Personal Property") shall remain Tenant's property and shall be removed by Tenant at the expiration or earlier termination of this Lease. Tenant shall remove, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event prior to the expiration or earlier termination of the Lease Term), any such Alterations which are required to be removed hereunder and all Personal Property, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. In the event Tenant fails so to remove any such Alterations or the Personal Property or fails to repair any such damage to the Premises, Landlord may do so and collect from Tenant the cost of such removal and repair in accordance with Section 6.8 hereof. If requested by Landlord, Tenant shall deliver to Landlord, prior to the termination of the Lease Term, at Tenant's sole cost and expense, a property condition report, prepared by an engineer or other professional approved by Landlord, assessing the condition of all improvements at the Premises. Tenant shall also deliver to Landlord, prior to the termination of the Lease Term, copies of all subleases for the Premises and any other documents, records, and information concerning such subleases as Landlord may request.

6.10 Rights of Mortgagees. To abide by the following provisions concerning the rights of Landlord's Mortgagees:

(i) This Lease shall be subordinate to any mortgage, deed of trust or similar encumbrance (collectively, a "Mortgage") from time to time granted by Landlord encumbering the Premises, unless Landlord's Mortgagee shall elect otherwise. If this Lease is subordinate to any Mortgage and Landlord's Mortgagee or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Mortgagee or other party, a "Successor"), at the election of the Successor, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than fifteen (15) days after Landlord's written request, Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as the Successor reasonably may request and which are reasonably acceptable to Tenant.

(ii) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property that includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises. In the event of any transfer of title to the Premises by Landlord, Landlord shall

thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder.

(iii) Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail to any mortgage holder whose address has been given to Tenant, and affording such mortgage holder a reasonable opportunity to perform Landlord's obligations hereunder. Notwithstanding any such attornment or subordination of a mortgage to this Lease, the holder of any mortgage shall not be liable for any acts of any previous landlord, shall not be obligated to install any tenant improvements, and shall not be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance.

6.11 Estoppel Certificates. From time to time, upon not less than fifteen (15) days' prior written request by Landlord, to execute and acknowledge and deliver to Landlord, a statement in writing certifying: (a) that this Lease is unamended (or, if there have been any amendments, stating the amendments); (b) that it is then in full force and effect; (c) the dates to which Rent and any other payments to Landlord have been paid; (d) any defenses, offsets and counterclaims that Tenant, at the time of the execution of said statement, believes that Tenant has with respect to Tenant's obligation to pay Rent and to perform any other obligations under this Lease or that there are none, if that be the fact; and (e) such other data as may reasonably be requested.

6.12 Nuisance. At all times during the Lease Term and such further time as Tenant occupies the Premises, not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise or odor; nor make any use of the Premises that is improper or contrary to any Legal Requirement or that will invalidate any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any hazardous material.

6.13 Changes and Alterations. To abide by the following provisions concerning changes and alterations to the Premises:

Except with respect to the Initial Improvement or as otherwise explicitly set forth herein, Tenant shall have no authority, without the express written consent of Landlord to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, except that Tenant shall have such authority, without the consent of Landlord, to make repairs to the Premises and do such things as are appropriate to comply with the obligations imposed on Tenant under other provisions of this Lease. Tenant shall not construct or permit any alterations, installations, additions or improvements (each an "Alteration" and collectively "Alterations") to the Premises without having first submitted to Landlord plans and specifications therefor for Landlord's approval, which approval shall not be unreasonably withheld or delayed provided that:

(i) if the Alteration involves an exterior sign or will otherwise be visible from the exterior of any buildings then the Alteration must be compatible with the architectural and aesthetic qualities of the Premises; and

- (ii) the Alteration, when completed, will not adversely affect the value of the Premises, as determined by Landlord in its sole discretion; and
- (iii) the Alteration will comply with the terms and conditions of the LDA; and
- (iv) Tenant demonstrates to Landlord's satisfaction that the Alteration will be made in accordance with all Legal Requirements using good quality materials and good quality construction practices and will not result in any liens on the Premises; and
- (v) as soon as such work is completed, Tenant will have prepared and provide Landlord with "as-built" plans (in form acceptable to Landlord) showing all such work; and
- (vi) Tenant will comply with any rules or requirements reasonably promulgated by Landlord in connection with the doing of any work, and if requested by Landlord, Tenant will obtain and maintain Builder's Risk insurance in connection with such work; and
- (vii) Tenant requires any contractor involved in the work to designate Landlord as additional insured on their policies of commercial general liability insurance.

Notwithstanding the foregoing, Tenant shall have the right to make minor Alterations from time to time in the Premises without obtaining Landlord's prior written consent therefor, provided that (a) all of such work conforms to all of the above requirements in all respects; (b) Tenant provides Landlord with a written description of such work (and such other data as Landlord may request) prior to commencing any such Alteration; and (c) the cost of such Alteration may not exceed \$100,000 and the aggregate cost of such Alterations within any twelve (12) month period may not exceed \$300,000.

ARTICLE 7

PUBLIC ACCESS

Tenant acknowledges that Tenant is required to provide public access to a parking area for public usage to allow access to riverfront trails as more particularly set forth in the LDA and agrees that any such public access shall not constitute a breach of any of Tenant's rights under this Lease.

ARTICLE 8

DAMAGE AND EMINENT DOMAIN

8.1 **Fire and Other Casualty.** In the event of any casualty damage to the Premises, Tenant shall proceed at its expense and with reasonable diligence to repair and restore the Premises to substantially the same condition they were in immediately prior to such casualty.

8.2 **Eminent Domain.** Except as expressly set forth herein, Landlord reserves for itself all rights to any damages or awards with respect to the Land and the leasehold estate hereby created by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; but Tenant reserves for itself all rights to any

damages or awards with respect to the improvements on the Land, and by way of confirmation Tenant grants and assigns to Landlord all Tenant's rights to such damages so reserved for the Land, except as otherwise provided herein and Landlord grants and assigns to Tenant, all Landlord's right to such damages so reserved for the improvements. If all the Premises are taken by eminent domain, this Lease shall terminate when Tenant is required to vacate the Premises or such earlier date as Tenant is required to begin the payments of rent to the taking authority. If a partial taking by eminent domain results in so much of the Premises being taken as to render the Premises or a material portion thereof unsuitable for Tenant's continued use and occupancy, as determined by Landlord in its reasonable discretion, either Landlord or Tenant may elect to terminate this Lease as of the date when Tenant is required to vacate the portion of the Premises so taken, by written notice to the other given not more than sixty (60) days after the date on which Tenant or Landlord, as the case may be, receives notice of the taking. If a partial taking by eminent domain does not result in such portion of the Premises as aforesaid being taken, then this Lease shall not be terminated or otherwise affected by any exercise of the right of eminent domain. Whenever any portion of the Premises shall be taken by any exercise of the right of eminent domain, and if this Lease shall not be terminated in accordance with the provisions of this Section 8.2, Tenant shall, at its expense, proceeding with all reasonable dispatch, do such work as may be required to restore the Premises or what remains thereof as nearly as may be to the condition they were in immediately prior to such taking. A just proportion of the Rent payable hereunder, according to the nature and extent of the taking shall be abated from the time Tenant is required to vacate that portion of the Premises taken.

ARTICLE 9

DEFAULTS BY TENANT AND REMEDIES

9.1 Tenant's Default. Each of the following shall be an event of default ("Event of Default") hereunder: (A) if Tenant shall fail to pay any installment of Rent, and such failure shall continue for a period of fifteen (15) days following Landlord's notice of same to Tenant, provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable law, and provided further Landlord shall be obligated to give only two (2) such notices per any twelve (12) month period, with subsequent payment default to be an Event of Default if such failure to pay shall continue for a period of five (5) days from the date such payment is due (without any notice); (B) if Tenant or any guarantor or surety of Tenant's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) become the subject of any such proceeding which is not dismissed within sixty (60) days after its filing or entry; (C) if Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Tenant receives notice that any such lien or encumbrance is filed against the Premises; (D) if there is any lapse in or cancellation of the insurance policies required to be carried by Tenant under this Lease that is not cured within one business day of notice from Landlord to Tenant; (E) if Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to hereinabove and, except as otherwise expressly provided therein, such default shall continue for more than sixty (60) days after Landlord shall have given Tenant written notice of such default, or such longer period if such default cannot be reasonably cured

within such sixty (60) day period, provided that Tenant diligently commences the cure within the sixty (60) day period and diligently prosecutes such cure to completion; and (F) if Tenant defaults under the LDA beyond any applicable cure period. Upon the occurrence of an Event of Default, defined as aforesaid, then in any such case, notwithstanding any waiver or other indulgence of any prior default, Landlord may terminate this Lease by written notice to Tenant sent at any time thereafter, but before Tenant has cured or removed the cause for such termination. Such termination shall take effect on the later of (i) the last day of the month in which Tenant receives the notice, or (ii) twenty-one (21) days after Tenant receives the notice, and shall be without prejudice to any remedy Landlord might otherwise have for any prior breach of covenant.

9.2 Landlord's Election. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter, at its election by written notice to Tenant: (i) terminate this Lease or Tenant's right of possession, but Tenant shall remain liable as hereinafter provided; and (ii) pursue any remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord terminates this Lease or terminates Tenant's right of possession, Landlord may recover from Tenant the sum of (i) all Rent accrued hereunder to the date of such termination, (ii) the costs set forth in Section 9.3 below,

9.3 Reimbursement of Landlord's Expenses. In the case of termination of this Lease or termination of Tenant's right of possession pursuant to Section 9.2, Tenant shall reimburse Landlord for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Tenant under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if Landlord is successful in its litigation), (ii) all customary and necessary expenses incurred by Landlord in attempting to relet the Premises or parts thereof (including advertisements, brokerage commissions, tenant's allowances, lease inducements, costs of preparing space, and the like), and (iii) all Landlord's other expenditures necessitated by the termination. The reimbursement from Tenant shall be due and payable within thirty (30) days following written notice from Landlord that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.

9.4 Termination of Right of Possession. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate this Lease (even though it has terminated Tenant's right of possession), and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due. Any such payments due Landlord shall be made on the dates that Rent would otherwise come due under this Lease, and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such termination of possession only, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

9.5 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by

reason of the termination, an amount equal to the maximum allowed by the statute of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage that Landlord has suffered.

9.6 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to cure, at any time, any default by Tenant under this Lease after the applicable notice and cure period (if any) has expired. In curing such defaults, Landlord may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious injury to persons or property, Landlord may cure such default without notice. All costs and expenses incurred by Landlord in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest that Landlord may charge to Tenant without violating any applicable law from the day of payment by Landlord shall be paid by Tenant to Landlord on demand. Landlord may use the Security Deposit to effectuate any such cure.

9.7 No Waiver. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender or termination can be effected only by the written agreement of Landlord and Tenant. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies that Landlord may have against Tenant.

9.8 Default Interest. If any payment of Rent shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest that Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute Rent payable hereunder. Notwithstanding the foregoing, no such interest shall be due or payable if Tenant does not receive the rent payment owed by Tenant's subtenant.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

10.1 Prohibition. Tenant covenants and agrees that, except as expressly set forth herein, neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be

assigned, mortgaged, pledged, encumbered or otherwise transferred, and that the controlling ownership interest in the Tenant will not be changed, and that neither the Premises, nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied, by anyone other than Tenant, or for any use or purpose other than as stated herein, without the prior written consent of Landlord in each and every case. Prior to the issuance of the Notice of Final Completion, as defined in the LDA, Landlord may withhold its consent for any reason not contrary to law. Prior to the issuance of the Notice of Final Completion, as defined in the LDA, Landlord shall not unreasonably withhold, condition, or delay its consent. Without limiting any of the foregoing, Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing no later than sixty (60) days in advance of the proposed effective date of such proposed assignment or sublease, which request shall be accompanied by the following information (the "Required Information"): (i) the name, current address and business of the proposed assignee or subtenant; (ii) the precise square footage and location of the portion of the Premises proposed to be so subleased or assigned; (iii) the effective date and term of the proposed assignment or subletting; and (iv) the rent and other consideration to be paid to Tenant by such proposed assignee or subtenant. Tenant also shall promptly supply Landlord with such financial statements and other information as Landlord may request, prepared in accordance with generally accepted accounting principles, not more than ninety (90) days old when delivered to Landlord, indicating the net worth, liquidity and credit worthiness of the proposed assignee or subtenant in order to permit Landlord to evaluate the proposed assignment or sublease. Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting.

10.2 Conditions to Consent. Without limiting Landlord's discretion to withhold its consent under the preceding Section, Landlord may also condition its consent to any proposed assignment or sublease on the requirement that the assignee or subtenant shall promptly execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee or subtenant shall agree to be bound by and upon the covenants, agreements, terms, provisions and conditions set forth in this Lease other than the payment of Rent hereunder.

10.3 No Waiver; Liability. Except as expressly provided otherwise herein, if this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting. No assignment, subletting or use of the Premises shall affect the Permitted Use hereunder. Except as expressly provided herein, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of all sums payable hereunder and for compliance with all the obligations of Tenant hereunder. Notwithstanding the foregoing, in the event that Tenant requests, and Landlord consents in writing, to an assignment of this Lease, and the assignee assumes in writing the obligations of Tenant under this Lease in a form acceptable to Landlord, then the assignor shall not be liable for any obligations first arising following the effective date of such assignment.

10.4 Permitted Subleasing. Notwithstanding anything contained herein to the contrary, Tenant may, without Landlord's consent, sublease (a) the residential housing units at the Premises pursuant to the terms and conditions of the LDA and subject to compliance with all applicable laws, and Tenant shall have no obligation to provide Landlord with information regarding such subtenants, and (b) the commercial building at the Premises on Pleasant Street. With respect to the sublease of the commercial building set forth in clause (b) above, Tenant shall be required to furnish Landlord with a truthful and accurate copy of the sublease agreement and any subsequent modifications to the same and shall pay to Landlord as Rent twenty percent (20%) of the net rent or other consideration received by Tenant no later than (30) days following Tenant's receipt of such payments. As used in this Section 10.4, "net rent" shall mean all rent paid to Tenant ~~(i) less any amounts paid to Tenant as reimbursement for the costs incurred by Tenant for taxes, insurance, and operating expenses properly allocable to the leased portion of the commercial building at the Premises, and (ii) less any amounts that Tenant pays to Tenant's lender to cover that portion of Tenant's mortgage allocable to the leased portion of the commercial building at the Premises.~~

ARTICLE 11 **NOTICES**

All notices, consents, approvals, or other communication required by the provisions of this Lease to be given to Landlord or Tenant shall be in writing and given by registered or certified mail or by Federal Express or other recognized overnight courier, addressed to the address of the party set forth in Section 1.1 hereof or to such other address as the party shall have last designated by notice. The customary receipt shall be conclusive evidence of compliance with this Article 11. Notice shall be deemed given on the earlier of the date of actual receipt, or the third (3rd) business day following the date when deposited in the U.S. mail or on the first (1st) business day following the date when deposited with such courier, postage paid.

ARTICLE 12 **NOTICE OF LEASE**

Tenant agrees that it will not record this Lease. Landlord and Tenant shall execute, acknowledge, and deliver a recordable notice of this Lease. At Landlord's request, promptly upon expiration of or earlier termination of the Lease Term, Tenant shall execute and deliver to Landlord a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Tenant hereby appoints Landlord Tenant's attorney-in-fact, coupled with an interest, to execute any such document if Tenant fails to respond to Landlord's request to do so within fifteen (15) days. The obligations of Tenant under this Article 12 shall survive the expiration or any earlier termination of the Lease Term.

ARTICLE 13 **APPLICABLE LAW, SEVERABILITY, CONSTRUCTION**

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease, and the application of such provisions in other circumstances, shall

not be affected thereby. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant.

ARTICLE 14
SUCCESSORS AND ASSIGNS, ETC.

14.1 Covenants Run With The Land. It is understood and agreed that the covenants and agreements of the parties hereto shall run with the land and that no covenant or agreement of Landlord, expressed or implied, shall be binding upon Landlord except in respect of any breach or breaches thereof committed during Landlord's seisin and ownership of the Premises. If Landlord acts as a Trustee or Trustees of a trust in making this Lease only the estate for which Landlord acts shall be bound hereby, neither any such Trustee executing this Lease as Landlord nor any shareholder or beneficiary of such trust shall be personally liable for any of the covenants or agreements of Landlord expressed herein or implied hereunder or otherwise because of anything arising from or connected with the use and occupation of the Premises by Tenant. Reference in this Lease to "Landlord" or to "Tenant" and all expressions referring thereto, shall mean the person or persons, natural or corporate, named herein as Landlord or as Tenant, as the case may be, and the heirs, executors, administrators, successors and assigns of such person or persons, and those claiming by, through or under them or any of them, unless repugnant to the context. If Tenant is a partnership or a firm of several persons, natural or corporate, the obligations of each person executing this Lease as Tenant shall be joint and several. Any person who signs this Lease for Tenant or for Landlord in a representative capacity personally warrants and represents that he or she is duly authorized to do so.

14.2 Limitation on Landlord's Liability. It is further understood and agreed that Tenant shall look solely to the estate and property of Landlord in the Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord and any other obligations of Landlord created by or under this Lease, and no other property or assets of Landlord or Landlord's partners, beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

14.3 Limitation on Tenant's Liability. It is further understood and agreed that Landlord shall look solely to the estate and property of the entity named herein as Tenant for the satisfaction of Landlord's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Tenant in the event of any default or breach by Tenant with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Tenant and any other obligations of Tenant created by or under this Lease, and no other property or assets of Tenant's partners, beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Landlord's remedies. The foregoing shall not limit Landlord's remedies expressly set forth herein, including but not limited to the provisions of the tri-party agreement required herein.

ARTICLE 15

LANDLORD'S ACCESS

Subject to compliance with applicable law, including but not limited to laws concerning the rights of residential tenants, Landlord and its authorized agents, employees, contractors and representatives shall have the right to enter the Premises at any time during emergencies (Landlord agrees to use reasonable efforts to notify Tenant of any such emergency) and at all reasonable times with prior notice for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease and the LDA; (b) to do any necessary maintenance and to make such repairs, alterations, improvements or additions in or to the Premises as Landlord has the right to perform, as Landlord may be required to do or make by law, or as Landlord may from time to time deem necessary or desirable; and (c) any other reasonable purpose.

ARTICLE 16 **CONDITION OF PREMISES**

Tenant accepts the Premises on the Term Commencement Date in its "AS-IS" condition, subject to all applicable laws, ordinances, regulations, covenants and restrictions, and Landlord shall have no obligation to perform or pay for any repair or other work therein. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. TENANT ACKNOWLEDGES THAT, EXCEPT AND UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN "AS IS, WHERE IS" CONDITION, (2) THE IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (3) THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES. Except as otherwise may expressly be provided herein, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was delivered.

ARTICLE 17 **LEASEHOLD MORTGAGE PROVISIONS**

17.1 Leasehold Mortgage. As used herein, the term "Leasehold Mortgage" shall mean any mortgage, deed of trust, deed to secure debt, assignment, security interest, pledge, financing statement or any other instrument(s) or agreement(s) intended to grant security for any obligation (including a purchase-money or other promissory note) encumbering Tenant's leasehold estate hereunder, as entered into, renewed, modified, consolidated, amended, restated, extended or

assigned from time to time during the Lease Term. Notwithstanding anything contained in Article 10 or any other provision of this Lease to the contrary, Tenant's interest in this Lease and the leasehold interest created hereby may at any time and from time to time be, directly or indirectly, subjected to one or more Leasehold Mortgages upon prior notice to Landlord, but without the consent of Landlord, and Tenant's interest in this Lease may at any time, directly or indirectly, be assigned to a Leasehold Mortgagee (as hereinafter defined) as collateral security; provided, that notwithstanding anything to the contrary contained in this Article 17 or elsewhere in this Lease: (i) no Leasehold Mortgage or any extension thereof shall be a lien or encumbrance upon the estate or interest of Landlord in and to the Premises (collectively, the "Superior Interests"); (ii) such Leasehold Mortgage shall be subject and subordinate at all times to such Superior Interests; and (iii) there shall be no obligation of Landlord whatsoever to subordinate its interest in any of the Superior Interests to any Leasehold Mortgage or to "join in" any Leasehold Mortgage. Notwithstanding the foregoing, Tenant may assign any or all subleases entered into by Tenant in accordance with Article 10 to a Leasehold Mortgagee as collateral security for the obligations of Tenant under such mortgage and, in such event, the interest of the Leasehold Mortgage in any such subleases and the rents and other income derived therefrom, shall be superior to such Superior Interests. No such Leasehold Mortgage shall be entitled to the benefits of this Article 17, unless and until a true copy of the original of each instrument creating and effecting such mortgage and written notice containing the name and post office address of the Leasehold Mortgagee thereunder shall have been delivered to Landlord. As used herein, the term "Leasehold Mortgagee" shall mean the holder of a Leasehold Mortgage.

17.02 Notice and Opportunity to Cure.

(a) If Tenant shall mortgage its interest in this Lease and the leasehold interest created hereby, Landlord shall give to each Leasehold Mortgagee whose name and address shall have theretofore been provided to Landlord a copy of each notice of default given to Tenant and each notice of termination of this Lease at the same time as, and whenever, any such notice of default or notice of termination shall thereafter be given by Landlord to Tenant, and no such notice of default or notice of termination by Landlord shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee shall (A) thereupon have a period of ten (10) business days more in the case of a default in the payment of Rent and thirty (30) days more in the case of any other default which is capable of being cured by the Leasehold Mortgagee, after notice of such default is given to such Leasehold Mortgagee, for curing the default, causing the same to be cured by Tenant or otherwise, or causing action to cure a default to be commenced, than is given Tenant after such notice is given to it, and (B) within such period and otherwise as herein provided, have the right to cure such default, cause the same to be cured by Tenant or otherwise or cause an action to cure a default to be commenced, and, subject to Section 17.03, Landlord shall not have the right to terminate this Lease or reenter the Premises under the provisions of Article 9, or to otherwise terminate this Lease or exercise any other rights or remedies under this Lease by reason of a default by Tenant, until the cure period has expired without a cure having been made; provided however that nothing contained herein shall be deemed to impose upon any Leasehold Mortgagee the obligation to perform any obligation of Tenant under this Lease or to remedy any default by Tenant hereunder. Landlord shall accept performance by a Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder

with the same force and effect as though performed by Tenant. Notwithstanding anything to the contrary contained herein, no performance by or on behalf of a Leasehold Mortgagee shall cause it to become a “mortgagee in possession” or otherwise cause it to be deemed to be in possession of the Premises or bound by or liable under this Lease.

(b) Notwithstanding the provisions of Section 17.02(a), Landlord shall not have the right to terminate this Lease or reenter the Premises under the provisions of Article 9, or to otherwise terminate this Lease, reenter the Premises or exercise any other rights or remedies under this Lease by reason of a default by Tenant, as long as:

(i) a Leasehold Mortgagee, in good faith, shall have commenced promptly to cure the default in question and prosecutes the same to completion with reasonable diligence and continuity, subject to Force Majeure, which for purposes of this Section 17.02(b) shall include causes beyond the control of such Leasehold Mortgagee instead of causes beyond the control of Tenant, or

(ii) if possession of the Premises is required in order to cure the default in question, a Leasehold Mortgagee, in good faith, (A) shall have entered into possession of the Premises with the permission of Tenant for such purpose or (B) shall have notified Landlord of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and within thirty (30) days of the giving of such notice commences such foreclosure proceedings, and thereafter prosecutes such proceedings with reasonable diligence and continuity (subject to Force Majeure) or receives an assignment of this Lease in lieu of foreclosure from Tenant, and, upon obtaining possession pursuant to clause (A) or clause (B) above, commences promptly to cure the default in question and prosecutes the same to completion with reasonable diligence and continuity (subject to Force Majeure), or

(iii) if the Leasehold Mortgagee is the holder of the Leasehold Mortgage in question by collateral assignment and the foreclosure of its collateral assignment is required in order to act under clause (i) or clause (ii) above, a Leasehold Mortgagee, in good faith, shall have notified Landlord of its intention to institute proceedings to foreclose such collateral assignment and within thirty (30) days of the giving of such notice commences such foreclosure proceedings, and thereafter prosecutes such proceedings with reasonable diligence and continuity (subject to Force Majeure) or receives a direct and absolute assignment from the assignor under the collateral assignment of its interest in such mortgage, in lieu of foreclosure, and upon the completion of such foreclosure or the obtaining of such assignment commences promptly to act under clause (i) or clause (ii) above, or

(iv) a Leasehold Mortgagee, in good faith, shall have proceeded pursuant to clause (ii) or clause (iii) above and during the period such Leasehold Mortgagee is proceeding pursuant to clause (ii) or clause (iii) above, such default is cured;

provided, that the Leasehold Mortgagee shall have delivered to Landlord its non-binding notice of intention to take the action described in clause (i), clause (ii) or clause (iii) above, and that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Tenant under this Lease, to the extent they are

susceptible of being performed by the Leasehold Mortgagee, including the payment of Rent, are being duly performed within any applicable grace periods.

Notwithstanding the foregoing, at any time after the delivery of the aforementioned notice of intention, the Leasehold Mortgagee may notify Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them, and in such event, the Leasehold Mortgagee shall have no further right to so cure the default referred to in such notice pursuant to this Section 17.02(b) after the date it delivers such notice to Landlord and thereupon, Landlord shall give notice thereof to the next Leasehold Mortgagee entitled to such notice under Section 17.03(e). Unless such default has been cured or Tenant's time period to cure under Article 9 has not expired as of the date that is ten (10) days after the giving of such notice to such other Leasehold Mortgagee, Landlord shall thereafter have the unrestricted right, subject to and in accordance with all of the terms and provisions of this Lease, to terminate this Lease and to take any other action it deems appropriate by reason of any default by Tenant, and upon any such termination the provisions of Section 17.03 shall apply. For all purposes of this Lease, the term "foreclosure proceedings" shall include, in addition to proceedings to foreclose a mortgage, where applicable, any foreclosure or similar proceedings commenced by a collateral assignee thereof with respect to its collateral assignment.

(c) From and after the date upon which Landlord receives notice of any mortgage by Tenant of its interest in this Lease, Landlord and Tenant shall not modify or amend this Lease in any respect or cancel or terminate this Lease other than as provided herein without the prior written consent of the Leasehold Mortgagee(s) specified in such notice.

(d) Notwithstanding anything contained in Section 17.02(b) or elsewhere in this Lease to the contrary, any default of Tenant under any provision of this Lease which would not be susceptible of being cured by the Leasehold Mortgagee, even after completion of foreclosure proceedings or the Leasehold Mortgagee otherwise acquiring title to Tenant's interest in this Lease, shall be treated as if it were a default for which "possession of the Premises is required in order to cure" for purposes of clause (ii) of Section 17.02(b) and shall be automatically waived by Landlord upon the completion of the events described in clause (ii) or clause (iii) of Section 17.02(b), provided that during the pendency of such events all of the other obligations of Tenant under this Lease, to the extent they are susceptible of being performed by the Leasehold Mortgagee, including the payment of Rent, are being duly performed within any applicable grace periods. Notwithstanding anything in Section 17.02(b) to the contrary, no Leasehold Mortgagee shall have any obligation to cure any such default described above nor shall any Leasehold Mortgagee be required to agree in writing to cure such default in order to proceed under clause (ii) or clause (iii) of Section 17.02(b).

17.03. New Lease.

(a) In case of termination of this Lease or a reentry into the Premises under the provisions of Article 9 or otherwise, Landlord, subject to the provisions of Section 17.03(e), shall give prompt notice thereof to each Leasehold Mortgagee under a Leasehold Mortgage whose name and address shall have theretofore been given to Landlord, which notice shall be given as

provided in Section 17.02(a). Landlord, on written request of such Leasehold Mortgagee made any time within fifteen (15) days after the giving of such notice by Landlord and at such Leasehold Mortgagee's expense, shall execute and deliver within fifteen (15) days thereafter a new lease of the Premises to the Leasehold Mortgagee, or its nominee or designee, for the remainder of the Term, upon all the covenants, conditions, limitations and agreements herein contained; provided that the Leasehold Mortgagee or its nominee or designee shall (i) pay to Landlord, simultaneously with the delivery of such new lease, all unpaid Rent due under this Lease up to and including the date of the commencement of the term of such new lease and all expenses including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (ii) deliver to Landlord a statement, in writing, acknowledging that Landlord, by entering into a new lease with the Leasehold Mortgagee or its nominee or designee, shall not have or be deemed to have waived any rights or remedies with respect to defaults existing under this Lease (other than those not susceptible of being cured in accordance with Section 17.02(d)), notwithstanding that any such defaults existed prior to the execution of the new lease, and that the breached obligations which gave rise to the defaults and which are so susceptible of being cured by Leasehold Mortgagee or its nominee or designee are also obligations under said new lease, but such statement shall be subject to the proviso that the applicable grace periods, if any, provided under the new lease for curing such obligations shall begin to run as of the first day of the term of said new lease.

(b) Any such new Lease and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority and protection as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence (or if such new lease cannot, as a matter of law, continue to maintain such priority and protection, Landlord shall not terminate this Lease on account of Tenant's default, and both Landlord and Tenant shall cooperate with the Leasehold Mortgagee (and/or its nominee or designee) to effectuate an assignment of this Lease by Tenant to the Leasehold Mortgagee (or its nominee or designee) such that the resulting lease between Landlord and the Leasehold Mortgagee (or such nominee or designee) will maintain such priority and protection). Concurrently with the execution and delivery of such new lease, Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to Landlord which Tenant would have been entitled to receive but for the termination of this Lease or Landlord's exercise of its rights under Article 9.

(c) Upon the execution and delivery of a new lease under this Section 17.03, all subleases of the Premises which have become direct leases between Landlord and the sublessee thereunder pursuant to Article 10 or pursuant to a Landlord's Non-Disturbance Agreement entered into by Landlord with such sublessee shall thereupon be assigned and transferred by Landlord to the tenant named in such new lease, and Landlord shall enter into Landlord's Non-Disturbance Agreements with respect to any such subleases that became a direct lease with Landlord pursuant to a pre-existing Landlord's Non-Disturbance Agreement. Between the date of termination of this Lease and the earlier of (i) the date of execution and delivery of the new lease and (ii) the date such Leasehold Mortgagee's option to request a new lease pursuant to this Section 17.03 expires if such Leasehold Mortgagee does not exercise such option, Landlord shall not enter into any new leases or subleases of the Premises, cancel or modify any then-existing

subleases, or accept any cancellation, termination or surrender thereof without the prior written consent of the Leasehold Mortgagee.

(d) Notwithstanding anything contained in this Section 17.03 to the contrary, a Leasehold Mortgagee shall have no obligation to cure any default by Tenant under any provision of this Lease which is not susceptible of being cured.

(e) If there is more than one Leasehold Mortgage, Landlord shall recognize the Leasehold Mortgagee whose mortgage is senior in lien (or any other Leasehold Mortgagee designated by the Leasehold Mortgagee whose mortgage is senior in lien) as the Leasehold Mortgagee entitled to the rights afforded by Section 17.02 and this Section 17.03 for so long as such Leasehold Mortgagee shall be exercising its rights under this Lease with respect thereto with reasonable diligence, subject to Force Majeure, and thereafter Landlord shall give notice that such Leasehold Mortgagee has failed or ceased to so exercise its rights to the Leasehold Mortgagee whose mortgage is next most senior in lien (and so on with respect to each succeeding Leasehold Mortgagee that is given such notice and either fails or ceases to so exercise its rights), and then only such Leasehold Mortgagee whose mortgage is next most senior in lien shall be recognized by Landlord, unless such Leasehold Mortgagee has designated a Leasehold Mortgagee whose mortgage is junior in lien to exercise such right. If the parties shall not agree on which Leasehold Mortgage is prior in lien, such dispute shall be determined by a then current certificate of title issued by a title insurance company licensed to do business in the Commonwealth of Massachusetts chosen by Landlord, and such determination shall bind the parties.

(f) Notwithstanding anything to the contrary contained herein, Landlord shall not commence an action for, nor require Tenant to pay damages calculated in accordance with the provisions of Article 9 prior to the date upon which the rights of any Leasehold Mortgagee to cure Tenant's default and to request and receive a new lease have expired.

17.04. Other Provisions.

(a) Notwithstanding anything to the contrary herein, any foreclosure under any Leasehold Mortgage, or any exercise of rights or remedies under or pursuant to any Leasehold Mortgage, including the appointment of a receiver, shall not be deemed to violate this Lease or, in and of itself, entitle Landlord to exercise any rights or remedies. Notwithstanding any other provision of this Lease to the contrary, this Lease may be assigned (i) by Tenant to a Leasehold Mortgagee (or its nominee or designee) at any time that Tenant is in default under this Lease or under such Leasehold Mortgage and (ii) by a Leasehold Mortgagee (or its nominee or designee) at a foreclosure sale or by an assignment in lieu thereof, in either case without the consent of Landlord, and the provisions of Article 10 shall be inapplicable to any such assignment.

(b) In the event of any lawsuit, arbitration, appraisal or other dispute resolution proceeding, or any proceeding relating to the determination of rent or any component thereof, between Landlord and Tenant, (i) Landlord shall notify each Leasehold Mortgagee of whom Landlord shall have been given notice of the commencement thereof, which notice shall enclose copies of all notices, papers, and other documents related to such proceeding to the extent given

or received by Landlord, and (ii) except to the extent provided otherwise in the Leasehold Mortgage, each Leasehold Mortgagee shall be entitled to participate in such proceeding. Such participation may, to the extent so desired by the Leasehold Mortgagee, include (x) receiving copies of all notices, demands, and other written communications and documents at the same time they are served upon or delivered to Tenant, (y) filing any papers contemplated or permitted by such proceedings, and (z) attending and participating in all hearings, meetings, and other sessions or proceedings relating to such dispute resolution.

(c) Any assignment of subleases and/or the rents thereunder (i.e., an assignment of rents and leases) given to a Leasehold Mortgagee and/or any security interest in equipment or any other personal property given to a Leasehold Mortgagee shall, for all purposes of this Lease be deemed to be "collateral to" a mortgage and made "in connection with" a mortgage, notwithstanding that such assignment or security interest secures an obligation to the Leasehold Mortgagee that is different from, or in addition to, that secured by the mortgage held by such Leasehold Mortgagee.

(d) Tenant's making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall any Leasehold Mortgagee, as such, or in the exercise of its rights under this Lease, be deemed to be an assignee or transferee of this Lease so as to require such Leasehold Mortgagee, as such, to assume or otherwise be obligated to perform any of Tenant's obligations hereunder except when, and then only for so long as, such Leasehold Mortgagee has acquired ownership and possession of Tenant's leasehold estate pursuant to a foreclosure or other exercise of rights or remedies under its Leasehold Mortgage or assignment in lieu of foreclosure (as distinct from its rights under this Lease to cure defaults of Tenant hereunder). Notwithstanding anything to the contrary contained in this Lease, no Leasehold Mortgagee, or any person acting for or on behalf of a Leasehold Mortgagee, or any person acquiring Tenant's leasehold estate pursuant to any foreclosure or other exercise of a Leasehold Mortgagee's rights under its Leasehold Mortgage or assignment in lieu of foreclosure, shall have any liability under or with respect to this Lease or a new lease except during such period as such person is Tenant under this Lease or a new lease. Notwithstanding anything to the contrary herein, such person's liability shall not in any event extend beyond its interest in this Lease or a new lease and shall terminate upon such person's assignment or abandonment of this Lease or the new lease.

(e) No Leasehold Mortgage shall affect or reduce any rights or obligations of either party under this Lease. All such rights and obligations shall continue in full force and effect notwithstanding any Leasehold Mortgage.

(f) There shall be no limitation whatsoever on the amount or nature of any obligation secured by a Leasehold Mortgage, the purpose for which the proceeds of any such financing may be applied, the nature or character of any Leasehold Mortgagee, the subsequent assignment, transfer or hypothecation of any Leasehold Mortgage, or the creation of participation or syndication interests with respect to any Leasehold Mortgage.

(g) Landlord shall, at Tenant's request and expense, acknowledge receipt of the name and address of any Leasehold Mortgagee (or proposed Leasehold Mortgagee) and confirm to

such party that such party is or would be, upon closing of its loan, a Leasehold Mortgagee with all rights of a Leasehold Mortgagee under this Lease, which acknowledgment shall, if requested, be in recordable form.

(h) Upon request by Tenant or by any existing or prospective Leasehold Mortgagee, Landlord shall deliver to the requesting party, at such requesting party's cost and expense, such documents and agreements as the requesting party shall reasonably request to further effectuate the intentions of the parties with respect to Leasehold Mortgages as set forth in this Lease, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of specified Leasehold Mortgagee(s), any or all rights of Leasehold Mortgagees.

(i) If a Leasehold Mortgagee's Leasehold Mortgage expressly limits such Leasehold Mortgagee's exercise of any rights and protections provided for in this Lease, then as between Tenant and such Leasehold Mortgagee the terms of such Leasehold Mortgage shall govern. A Leasehold Mortgagee may, by notice to Landlord, temporarily or permanently waive any specified rights of a Leasehold Mortgagee under this Lease, and any such waiver shall be effective in accordance with its terms, but any such waiver shall not bind any subsequent Leasehold Mortgagee under a subsequent Leasehold Mortgage. Tenant's default as mortgagor under a Leasehold Mortgage shall not constitute a default under this Lease except to the extent that Tenant's actions or failure to act in and of itself constitutes a breach of its obligations under this Lease.

ARTICLE 18

HAZARDOUS MATERIALS

18.1 Compliance. Tenant shall comply in all respects with all federal, state and local Environmental Laws.

18.2 Release, Storage, Use, or Generation of Hazardous Materials.

(a) Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises. Tenant shall give to Landlord immediate (no later than 24 hours) written notice of Tenant's release, or discovery of the release or presence of any Hazardous Material in, on, under or migrating onto or from the Premises. In the event of a release of Hazardous Material during the Lease Term (other than allowed by Environmental Law), Tenant shall (a) report such release to any governmental authority, and (b) immediately remove and remediate such release, all as required by Environmental Law. Tenant shall promptly provide Landlord with any reports or other documentation related to its response to any such release.

(b) Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by Environmental Law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought into the Premises any such Hazardous Materials except for use in the ordinary course of Tenant's business.

(c) Tenant shall provide written notice to Landlord of the identity of any Hazardous Materials it generates, stores, uses or disposes of at the Premises, and on an annual basis, shall provide to Landlord an inventory of the amounts of any Hazardous Material stored and any wastes, whether or not Hazardous Material, generated. In addition, Tenant shall execute affidavits, representations and the like at Landlord's request, concerning the presence of Hazardous Materials in the Premises or any portion thereof, including and other information reasonably requested by Landlord.

(d) If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials at the Premises, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges but only if such requirement applies to the Premises or may be the result of the acts or omissions of Tenant or any person acting under Tenant. Landlord expressly reserves the right to enter the Premises to perform regular inspections.

(e) Hazardous Materials shall include, without limitation, any material or substance that is (i) petroleum or petroleum product, (ii) asbestos-containing material, (iii) designated or defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any Environmental Law. "Environmental Laws" means, collectively, all applicable federal, state and local laws (including common law), statutes, codes, ordinances, by-laws, regulations, rules, directives, Permits, judgments, orders, judicial or administrative decrees, and covenants and similar restrictions, governing safety, public health and protection of the environment, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended ("CERCLA"); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.* ("RCRA"); the Clean Water Act, 33 U.S.C. 1251 *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. 300f through 300j; state or commonwealth equivalents of the foregoing federal statutes; and applicable state, county and municipal or local laws or requirements.

18.3 Permits. Tenant shall obtain any and all Permits necessary for the operation of its Business at the Premises, including those required by applicable Environmental Law. "Permits" shall mean any approvals, permits, licenses, registrations or other authorizations from Government Authorities.

18.4 Notices; Communication with Governmental Authorities. Tenant shall promptly provide Landlord with copies of any notices received by any federal, state or local governmental authority or another third party alleging a violation of or requesting information pursuant to of Environmental Laws, as related to or with respect to the Premises. Tenant shall simultaneously provide Landlord with copies of any communications from Tenant or anyone acting on behalf of Tenant to any governmental authority arising under or related to Environmental Laws.

18.5 Removal of Hazardous Materials. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove, to the extent required by applicable Environmental Laws, from the Premises, at its sole cost and expense, any and all Hazardous Materials, including, without

limitation, any equipment or systems containing Hazardous Materials that are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises by Tenant or any Tenant Parties from or after the Term Commencement Date. Without limiting the generality of the preceding sentence, Tenant agrees to close in accordance with applicable law any hazardous waste storage area, and provide to Landlord prior to the end of the Lease Term a copy of the report prepared by an environmental consultant documenting such closure.

18.6 Indemnity. In all events, Tenant shall indemnify and save Landlord harmless from any release or threat of release or the presence or existence of any Hazardous Materials in or on the Premises, excepting only Hazardous Materials first introduced to the Premises following the later of the expiration of the Lease Term and Tenant's occupancy of the Premises.

18.7 Survival. The within covenants and indemnity shall survive the expiration or earlier termination of the Lease Term.

ARTICLE 19 **FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder other than the payment of any Rent by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant.

ARTICLE 20 **SIGNAGE**

Tenant shall be permitted to erect signage at the Premises, at Tenant's sole cost and expense, subject to compliance with the LDA and with applicable laws. Tenant shall be required to repair, replace and restore its signage at its sole cost and expense. Tenant shall also be required to pay for any and all utilities consumed by such signage. At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove or leave in place the various signs at the Premises as Landlord shall direct.

ARTICLE 21 **SECURITY DEPOSIT**

Upon the execution and delivery of this Lease, Tenant shall deliver to Landlord a security deposit in the amount of five thousand and 00/100 Dollars (\$5,000.00) (the "Security Deposit"). Landlord acknowledges that the Five Thousand and 00/100 Dollars (\$5,000.00) paid as a deposit under the LDA shall be utilized for use as the Security Deposit and Tenant shall have no

obligation to pay any additional Security Deposit. Except as provided for in this Article 21, Landlord shall hold the same throughout the Lease Term as security for the performance by Tenant of all obligations on the part of Tenant hereunder. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit, or any part thereof, to Landlord's damages arising from, or to cure, any default by Tenant of its obligations hereunder beyond the expiration of any applicable grace periods. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to be held as security hereunder. Landlord shall return the Security Deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Article 21, to Tenant on the expiration or earlier termination of the Lease Term and the surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no default of Tenant beyond any applicable notice or cure period (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute a default of Tenant). While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, shall be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Article 21 and the return thereof in accordance herewith.

ARTICLE 22 **MISCELLANEOUS**

22.1 No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

22.2 No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant.

22.3 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

22.4 Waiver of Jury Trial. To the maximum extent permitted by law, Landlord and Tenant each waive right to trial by jury in any litigation arising out of or with respect to this Lease.

22.5 Time of Essence. Time is of the essence of this Lease and each and every one of its provisions.

22.6 Joint and Several Liability. If Tenant is a general partnership or a joint venture (whether or not acting pursuant to a partnership or joint venture agreement), then each such general partner or joint venturer shall be jointly and severally liable for Tenant's obligations under this Lease.

22.9 Corporate Approval. If Landlord requests, then concurrently with its execution of this Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance reasonably satisfactory to Landlord's counsel) authorizing the entering into and consummation of the transactions contemplated by this Lease and designating the corporate or other officer or officers to execute this Lease on behalf of Tenant. In any event, Tenant hereby represents and warrants to Landlord that the person(s) signing this Lease on behalf of Tenant are duly authorized to do so.

22.10 No Brokers. Tenant warrants and represents that it has had no dealings with any broker or agent in connection with this Lease and covenants to defend, with counsel approved by Landlord, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to Tenant's dealings in connection with this Lease or the negotiations hereof.

22.11 Rules of Construction. The terms "include," "including" and "such as" shall be construed as if followed by the phrase "without being limited to." The words "herein," "hereof," "hereby," "hereunder" and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Article or Section unless expressly so stated. Neither the expiration or sooner termination of this Lease shall be asserted as a defense against Landlord's enforcement of those Tenant obligations that by their nature are performable after, or might be enforced by Landlord after, the expiration of this Lease, and in all such circumstances this Lease shall be deemed to have inserted the words "such provision shall survive the expiration or sooner termination of this Lease," whether such words in fact appear or not. This Lease has been negotiated by both parties, each of whom is a sophisticated business entity, and shall be construed as the product of both of them equally. The use of the singular shall include the plural and vice versa, as appropriate in the circumstances. The term "repair" and "maintenance" shall include restoration, rebuilding and replacement as may be necessary to achieve and maintain good working order and condition. All rights of Tenant under this Lease, other than the right to use the Premises (unless Landlord elects to exercise its rights under Article 9 hereof to re-take possession of the Premises following an Event of Default), are conditioned upon Tenant not being in an Event of Default, and accordingly all such rights (other than such use of the Premises) shall be deemed modified by the words "so long as Tenant is not in an Event of Default hereunder", regardless of whether such words in fact appear or not. If at any time there is a guarantor of this Lease then no right otherwise given to Tenant (or any party associated with Tenant) may be exercised if exercise of such right would compromise, in any manner, the continuing full force and effect of such guaranty in accordance with all of its terms and provisions, and this requirement shall be deemed inserted with respect to each and every such right otherwise granted to Tenant (or any party associated with Tenant) in this Lease, whether or not in fact so stated.

22.12 Survival. All obligations of the Tenant that shall have accrued under this Lease at or prior to the expiration of the Lease Term or earlier termination of this Lease or of Tenant's right to possession of the Premises, shall survive such expiration or termination, as shall also all

obligations of the Tenant to be paid, performed or observed subsequent to such expiration or termination pursuant to the terms of this Lease.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

EXECUTED as an instrument under seal as of the date first set forth above.

LANDLORD:

TOWN OF DUNSTABLE, acting by and through its Board of Selectmen

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

TENANT:

MCO & ASSOCIATES, INC.

By: _____
Name:
Title:
Hereunto Duly Authorized

EXHIBIT A

DESCRIPTION OF THE LAND

~~[NOTE TO DRAFT: To be added.]~~ The land in the Town of Dunstable, Commonwealth of Massachusetts, shown as Lot 1, Lot 2 and Parcel A on a plan entitled “Plan of Land, Location: Pleasant Street, Dunstable, MA.” prepared by Howe Surveying Associates, Inc., dated February 1, 1999, and recorded with the Middlesex North District Registry of Deeds in Plan Book 199, Plan 108 (the “Plan”), together with an easement to pass and repass and for all purposes for which public ways are ordinarily used in the Town of Dunstable, over the area within Lot 3 denominated as “Access Easement” as shown on the Plan. For avoidance of doubt, expressly excluded from the foregoing land is the land shown on the Plan as Parcel B, containing 3,781 square feet.

LAND DEVELOPMENT AGREEMENT

BETWEEN

THE TOWN OF DUNSTABLE,

AS OWNER,

AND

MCO COTTAGE RENTALS DUNSTABLE, LLC

AS DEVELOPER

PREMISES: 160-164 Pleasant Street, Dunstable, Massachusetts

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EXHIBITS TO LDA

<u>Exhibit A</u>	Legal Description
<u>Exhibit B</u>	Developer's Proposal Update Affidavit
<u>Exhibit C</u>	Project Requirements
<u>Exhibit D</u>	Architect's/Engineer's Certificate Regarding Notice of Final Completion
<u>Exhibit E</u>	Form of Notice of Final Completion
<u>Exhibit F</u>	Architect's/Engineer's Certificate Regarding Notice of Partial Completion
<u>Exhibit G</u>	Form of Notice of Partial Completion
<u>Exhibit H</u>	Beneficial Interest Disclosure Statement
<u>Exhibit I</u>	Project Timeline-Phases/Components
<u>Exhibit J</u>	Form of Ground Lease

SECTION 2 PRE-LEASE COMMENCEMENT SUBMISSIONS

- A. Owner agrees to lease to Developer, and Developer agrees to lease and develop, the Premises upon the terms set forth in this Agreement.
- B. Developer shall develop the Premises consistent with Developer's response to the RFP titled "160-164 Development Proposal" ("***Developer's Proposal***") except as otherwise set forth in this Agreement.
- C. At least sixty (60) days prior to the Lease Commencement Date, Developer shall deliver to Owner for approval the following submissions (collectively, the "***Developer's Pre-Lease Commencement Submissions***"), all in form and substance reasonably satisfactory to Owner, and in compliance with the requirements set forth in this Agreement:
 1. A set of schematic plans and specifications for the proposed improvements to be constructed at the Premises as part of the Project (the "***Proposed Improvements***");
 2. An affidavit in the form of Exhibit B, updating in detail all changes and modifications to Developer's Proposal ("***Developer's Proposal Update Affidavit***");
 4. Written confirmation addressed to Owner from Developer that the Proposed Improvements are consistent with the requirements of the RFP, the requirements set forth in Exhibit C attached hereto (the "***Project Requirements***"), and the provisions of this Agreement;
 5. A certificate addressed to Owner from a registered architect or registered engineer duly licensed under the laws of the Commonwealth of Massachusetts and reasonably acceptable to Owner, in form and substance substantially and customarily delivered to construction lenders in the area of the Premises, certifying, without limitation, the compliance of the Proposed Improvements and other site alterations under applicable federal, state and local building codes, laws and requirements and all applicable permits and approvals relating to the proposed site alterations and construction, including, without limitation, to the extent applicable, zoning and subdivision ordinances and the State Building Code;
 6. A tri-party agreement among Owner, Developer, and Developer's lender covering all site work involved in the Project, which shall be in form and substance satisfactory to Owner; and
 7. Evidence reasonably satisfactory to Owner that Developer has sufficient debt or equity funding or both available (or indicating Developer's anticipated funding sources for future phases), for the lease of the Premises and construction of the Proposed Improvements accompanied by development pro formas (including hard and soft costs) showing the Project through to completion.

- D. In the event that Owner determines that Developer's Pre-Lease Commencement Submissions do not comply with the above requirements, Owner shall notify Developer within thirty (30) days after receipt of Developer's Pre-Lease Commencement Submissions specifying the deficiencies with particularity. Developer shall thereupon promptly respond to Owner with further information and support for Developer's Pre-Lease Commencement Submissions and with revised Developer's Pre-Lease Commencement Submissions. After receipt of such supplemental materials, Owner shall notify Developer of any remaining deficiencies. Developer and Owner shall engage in any necessary further exchanges of information and responses, in the fashion described in this Section, as shall be required to the reasonable satisfaction of Owner to finalize Developer's Pre-Lease Commencement Submissions (the version of Developer's Pre-Lease Commencement Submissions approved in writing by Owner shall be referred to herein as the "**Approval Documents**").
- E. Developer shall develop the Proposed Improvements in accordance with the timetable shown on Exhibit I attached hereto and made a part hereof. Upon the timely completion of each phase or component in the form attached to this Agreement as Exhibit I, Developer shall be entitled to submit to Owner the Architect/Engineer's Certificate Regarding Notice of Partial Completion in the form attached to this Agreement as Exhibit G. Notwithstanding the foregoing, if required due to a force outside of Developer's reasonable control as set forth in Section 21(D), upon written request of Developer, Developer shall be entitled to modify the construction schedule or shift the order of phases or components of construction of the Project.

SECTION 3 DEPOSIT

Upon the execution of this Agreement, Developer shall deposit five thousand and 00/100 dollars (\$5,000.00) (the "**Deposit**") with Mirick, O'Connell, DeMallie & Lougee, LLP (the "**Escrow Agent**") to secure the performance of Developer's obligations under this Agreement. Upon the Lease Commencement, the Deposit shall be applied as a credit towards the Security Deposit required under the Ground Lease. In the event that Developer terminates this Agreement prior to the Due Diligence Termination Date as hereinafter defined, or Owner defaults under this Agreement or the Ground Lease, the Deposit shall be returned to Developer.

SECTION 4 LEASE OF THE PREMISES; AS IS

Developer hereby acknowledges and agrees as follows:

- A. Developer has not been influenced to enter into this transaction. So long as Developer does not terminate this Agreement prior to the Due Diligence Termination Date as hereinafter defined, Developer further acknowledges that Developer is leasing the Premises **AS IS**, with all faults (whether known or unknown) and without representation or warranty of any kind whatsoever. Except as otherwise expressly provided in this Agreement, Owner shall not be responsible for, nor bear any portion of the cost of, any work on the Premises, and all costs to complete the Project in accordance with the Approval Documents shall be borne by Developer.

- B. Subject to the terms of this Agreement, Developer shall have a period of ninety (90) days in which to perform a due diligence investigation of the Premises (“**Developer’s Due Diligence**”), and in this regard Developer shall have the full opportunity to (i) inspect, take measurements, conduct surveys and perform tests, including tests for the presence of Hazardous Materials, (ii) show the Premises to contractors, architects, surveyors, engineers, insurers, banks and other lenders and investors, and (iii) make legal, financial, zoning, engineering, accounting and other reviews or investigations of the Premises, and in connection with the foregoing to access the Premises with vehicles, equipment and personnel. Notwithstanding the foregoing, Developer shall not perform any invasive testing at the Premises without Owner’s prior approval and Owner shall have the right to be present at and to impose any limitations concerning invasive testing at the Premises. As used in this Agreement, “**Hazardous Materials**” means all chemicals, materials, substances, pollutants, contaminants and wastes, including, without limitation, oil, petroleum, petroleum containing substances, PCBs, asbestos containing materials, mold, mildew, fungus, microbial contaminants or pathogenic organisms or any other chemicals, materials, substances, pollutants, contaminants or wastes regulated under the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, Chapter 21E and Chapter 21C of the Massachusetts General Laws, all regulations promulgated under the foregoing and any other federal, state or local law, ordinance, bylaw or regulation applicable to the Premises. Developer shall, immediately at the conclusion of Developer’s investigation of the Premises, at Developer’s sole cost and expense, restore the Premises to as near the condition which existed immediately prior to Developer’s investigations as is reasonably possible. Developer, its employees, agents, contractors, subcontractors, consultants and other representatives (“**Developer’s Representatives**”) shall take all reasonable precautions to minimize the impact of Developer’s investigations on the Premises.
- C. If Developer is not satisfied with Developer’s Due Diligence for any reason or no reason, Developer may terminate this Agreement by written notice to Owner delivered not later than 5:00 p.m. on that date which is ninety (90) days following the Date of Agreement (the “**Due Diligence Termination Date**”), in which case the Deposit in full shall be promptly refunded to Developer. In the event Developer does not terminate this Agreement by the Due Diligence Termination Date, Developer’s right of access to the Premises shall continue. Additionally, after the Due Diligence Termination Date, Developer shall have the right to advertise the commercial space for rental.
- D. Within sixty (60) days following the Date of Agreement, Developer shall provide Owner with written notice describing all federal, state and municipal permits, licenses and approvals, including, without limitation, zoning relief, variances, special permits, site plan approval, ANR endorsement, orders of conditions, demolition permits and historic approvals, deemed necessary by Developer for Developer’s intended use of the Premises and that Developer desires to obtain before the Lease Commencement. If Developer obtains the permits licenses and approvals described in the foregoing notice, with all applicable appeals periods having expired (collectively, the “**Approvals**”), Developer shall promptly provide Owner with written notice thereof (the “**Approvals Notice**”). Notwithstanding anything

contained herein to the contrary, once Developer has obtained the Approvals and delivered the Approvals Notice to Owner, Developer shall have no further right to terminate this Agreement pursuant to this Section 4(D). In the event that, despite using diligent efforts, Developer is not able to obtain (or determines that in no event will Developer be able to obtain) the Approvals on or before the day that is one year following the Date of Agreement (the “**Approvals Contingency Date**”), then Developer may terminate this Agreement by written notice delivered to Owner before 5:00 p.m. on the Approvals Contingency Date, provided, however, Developer shall not be entitled to a return of the Deposit, which shall remain nonrefundable and fully earned by Owner. If Developer shall not have terminated this Agreement by written notice delivered to Owner before 5:00 p.m. on the Approvals Contingency Date, then Developer shall have no right to terminate this Agreement pursuant to this Section 4(D), and for purposes of this Agreement, the “**Approvals Date**” shall be the earlier of (I) the date that Developer delivers the Approvals Notice to Owner, and (II) the Approvals Contingency Date. From time to time upon Developer’s request, Owner shall update Developer on Owner’s progress towards obtaining the Approvals. Notwithstanding the foregoing, in the event that Developer has been unable to obtain the Approvals by the Approvals Contingency Date despite Developer’s reasonable efforts, or in the event any of Developer’s Approvals are appealed, the Approvals Contingency Date shall be automatically extended so long as Developer continues to diligently pursue the Approvals, or until the resolution of such appeal.

- E. Developer intends to pursue financing for the Project as more particularly set forth in Developer’s Proposal. If Developer is not satisfied with its ability to obtain financing for the Project, then Developer may terminate this Agreement by written notice delivered to Owner before 5:00 p.m. on the day that is thirty (30) days following the Approvals Date (the “**Financing Contingency Date**”). If Developer shall not have terminated this Agreement by written notice delivered to Owner before 5:00 p.m. on the Financing Contingency Date, then Developer shall have no right to terminate this Agreement pursuant to this Section 4(E). If Developer terminates this Agreement as set forth in this Section 4(D), the Deposit shall remain nonrefundable and fully earned by Owner.
- F. Except as expressly provided in this Section 4 or unless due to Owner’s inability to deliver the Premises in accordance with the provisions of this Agreement, if the Ground Lease as contemplated herein is not consummated, then, with no recourse against Owner, all deposits paid by Developer to Owner hereunder shall be retained by, and become the property of, Owner, as liquidated damages and this shall be Owner’s sole remedy at law or in equity for any default by Developer under this Agreement, provided that Owner shall retain all of its remedies available at law and in equity relating to Developer’s restoration and indemnity obligations.

SECTION 5 LEASEHOLD ESTATE

- A. The Premises shall be leased to Developer pursuant to a Ground Lease Agreement (the “**Lease**”) in the form attached hereto as Exhibit J, subject only to changes acceptable to Owner. Developer’s leasehold estate in the Premises shall include easements and rights which benefit the Premises, including any and all rights of ways or other access

easements necessary or required to access the Premises by foot and by vehicle sufficient for the Project, and such leasehold estate shall be subject to the following permitted exceptions to title:

1. Provisions of then-existing laws, rules and regulations including, without limitation, building, zoning and environmental laws;
 2. Any liens for municipal betterments assessed after the Date of Agreement;
 3. Rights in party walls that are not the subject of written agreement, if any;
 4. Easements, restrictions and reservations of record, if any;
 5. Reservation of rights and easements by Owner (collectively, the “**Reserved Easements**”) as Owner may reasonably determine are necessary without materially and adversely affecting the use of the Premises in accordance with the Approval Documents. Upon the request of Developer or subsequent title holders, Developer and subsequent title holders shall retain the right to relocate any Reserved Easements from time to time on the Premises so long as the relocation does not result in any material negative impact on the benefited land or party;
 6. All other restrictions as set forth in this Agreement, including, without limitation, Developer’s Surviving Covenants, as defined in Section 16 below; and
 7. Permitted Encumbrances, as defined herein.
- B. Developer shall be entitled to review and object to title matters only as follows:
1. Developer may, at Developer’s expense, obtain an ALTA Title Insurance Commitment showing all matters affecting title to the Premises (the “**Title Commitment**”). Developer shall furnish to Owner a copy of the Title Commitment and any amendments to the Title Commitment promptly upon Developer’s receipt of the same. Developer may also, at Developer’s expense, employ a surveyor or surveying firm, licensed in Massachusetts, to prepare a survey of the Premises (the “**Survey**”). Developer shall furnish to Owner a copy of the Survey and any amendments to the Survey promptly upon Developer’s receipt of the same;
 2. Developer may furnish to Owner a written statement specifically identifying any liens, encumbrances, encroachments or other objections to the title to the Premises identified by Developer (“**Developer’s Title Notice**”). A copy of the Title Commitment and the Survey shall accompany Developer’s Title Notice if the same have not been previously provided to Owner. Developer may not object to the matters set forth in Section 5(A)(1) through Section 5(A)(6). If Owner does not receive Developer’s Title Notice on or before 5:00 p.m. on the day that is sixty (60) days following the Date of Agreement, then Developer shall be deemed to have waived Developer’s right to object to matters of title or matters of survey that were of record or in existence on the Date of Agreement.

3. If objections appear on Developer's Title Notice, then Owner, within thirty (30) days following Owner's receipt of Developer's Title Notice, shall send written notice to Developer indicating which, if any, of the objections Owner has elected to eliminate prior to the Lease Commencement ("**Owner's Title Notice**"). Developer, within seven (7) days following Developer's receipt of Owner's Title Notice, shall either (i) elect to terminate this Agreement, in which case the Deposit shall be returned to Developer, or (ii) elect to accept a leasehold interest in the Premises subject to the title and survey matters Owner has elected not to remove. If Owner fails to send Owner's Title Notice within said thirty (30) day period, then Owner shall be deemed to have elected to remove none of the objections listed on Developer's Title Notice. If Developer fails to make Developer's election within said seven (7) day period, then Developer shall be deemed to have elected clause (ii) above. All title and survey matters that Developer agrees, or is obligated to lease subject to, as set forth in this Section 5(B), shall be referred to herein as "**Permitted Encumbrances**." All title and survey matters that Owner agrees to cure prior to the Lease Commencement shall be referred to herein as "**Owner's Title Curing Obligations**."
4. Developer shall have the right to object to any title matters or survey matters that first arise after the effective date of the Title Commitment or the Survey, as the case may be, in which case said matters shall be resolved in the manner set forth in this Section 5(B) and, if required, the Lease Commencement Date shall be extended to provide the parties with the time periods set forth above. Developer shall raise any new qualifying title or survey matters in a new Developer's Title Notice delivered to Owner within seven (7) days following Developer's discovery of the qualifying title or survey matters.
5. If Owner fails to cure any of Owner's Title Curing Obligations hereunder by the Lease Commencement Date, by written notice to Owner, Developer may elect between the following remedies, which shall be the exclusive remedies therefor:
 - (a) to waive any uncured Owner's Title Curing Obligations and lease the Premises subject thereto; or
 - (b) to terminate this Agreement, in which case the Deposit shall be returned to Developer.

Except as expressly provided above, nothing in this Agreement shall require Owner to make any efforts or to spend any monies to remove any title exception with respect to the Premises.

SECTION 6 PLANS

If Developer's financing sources require that the Ground Lease reference a recordable plan defining the Premises, Developer shall prepare and deliver such plan in form adequate for recording or registration prior to Lease Commencement, and the recording and registering of such plan shall be paid for by Developer.

SECTION 7 LEASE COMMENCEMENT

- A. The commencement (including the execution thereof by Developer and Owner) of the Ground Lease (the “***Lease Commencement***”) shall occur on the day that is fourteen (14) days following the Financing Contingency Date (the “***Lease Commencement Date***”).
- B. Upon Lease Commencement, this Agreement shall be recorded with the Middlesex North Registry of Deeds, prior to the Notice of Ground Lease, at Developer’s expense, and that the Notice of Ground Lease shall reference that the lease of the Premises is made subject to the terms and conditions of this Agreement.

SECTION 8 EXTENSION TO CONFORM

- A. If Owner shall be unable to grant the leasehold estate or to deliver possession of the Premises, all as herein stipulated, then the Deposit shall be refunded to Developer and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Owner, without any obligation to do so, elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for such period of time as may be specified by Owner, but in no event more than ninety (90) days. The use of reasonable efforts by Owner shall not require the expenditure of any money whatsoever by Owner.
- B. If, at the expiration of the extended time, Owner shall have failed to remove said defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all the obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.
- C. Developer shall have the election, at either the original or any extended time for Lease Commencement, to accept such title to the leasehold estate as Owner can grant for the Premises in its condition at the time of Lease Commencement, in which case Owner shall grant such leasehold estate for the Premises in its condition at the time of Lease Commencement.

SECTION 9 LEASE COMMENCEMENT CONDITIONS

- A. One or before the Lease Commencement Date, and as a precondition of the Lease Commencement occurring, Developer shall deliver the following to Owner (the “***Lease Commencement Documents***”), all in form and substance reasonably satisfactory to Owner:
 - 1. A counterpart original of the Ground Lease executed by Developer;
 - 2. A counterpart original of the Notice of Ground Lease executed by Developer;

3. Developer's Proposal Update Affidavit, as more particularly described in Section 2(C)(2) and attached to this Agreement as Exhibit B;
 4. To the extent necessary, as determined by Owner, an updated executed original of the M.G.L c. 7 C, Section 38 Beneficial Interest Disclosure Statement, in the form attached to this Agreement as Exhibit H;
 5. Corporate, good standing, authority documents, encumbering certificate and votes for Developer and for Guarantor (if applicable);
 6. The due authority legal opinion described in Section 12(A) for Developer;
 7. The tri-party agreement described in Section 2(C)(6); and
 8. Such other documents as Owner deems reasonably necessary or appropriate that are customary and usual.
- B. At the Lease Commencement, Owner shall deliver the following documents to Developer:
1. A counterpart original of the Ground Lease executed by Owner;
 2. A counterpart original of the Notice of Ground Lease executed by Developer;
 3. Such other documents as Owner, Developer, Developer's lenders or Developer's title insurance company deems reasonably necessary or appropriate, which are customary and usual (it being understood and accepted by Developer, however, that Owner does not provide indemnities and has its own forms of affidavits that cannot be modified to satisfy any of the foregoing).
- C. As part of the Lease Commencement, Developer shall make a payment to Owner for real estate taxes for the remaining portion of the then-current fiscal year and next succeeding fiscal year as may be required by applicable law.
- E. Subject to Section 9(C) above, following lease of the Premises to Developer and until they are assessed to Developer, Developer shall be responsible for paying any real estate taxes to the Town of Dunstable Tax Collector's Office at the time or times such taxes are due in the amounts that would be payable as current taxes on the Premises (including the improvements, if any) for such tax year.
- E. Owner shall deliver possession of the Premises on the Lease Commencement Date, free of any persons in possession of the Premises.

SECTION 10 NO ADJUSTMENTS

- A. No adjustments shall be made at Lease Commencement for real estate taxes, if any, or other matters.
- B. Developer shall pay all costs incurred in connection with recording this Agreement, the Notice of Ground Lease and any other recordable documents required as part of Lease Commencement.

SECTION 11 ENVIRONMENTAL CONDITION

- A. Prior to the Lease Commencement Date, except as otherwise provided herein, Developer may terminate this Agreement if Developer discovers a Release (as defined herein), provided that such Release was not negligently caused by Developer or its agents, contractors or employees.
- B. Effective as of the time of Lease Commencement and to the extent allowed by applicable law, Developer for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, and successors, and for their respective successors, heirs and assigns, including without limitation each present and future ground lessee, and tenant of all or any portion or interest in the Premises (collectively, the “**Releasing Parties**”), hereby remises, releases and forever discharges Owner and its heirs, successors, and assigns of each of them (collectively, the “**Released Parties**”) of, to, and from all Claims (as defined herein) that the Releasing Parties, or any of them, to the extent such claims arise out of, are connected with, or in any way relate to any Hazardous Materials (as defined herein) that have (i) existed or exist on or at the Premises; (ii) been released from the Premises to any abutting property; or (iii) migrated onto the Premises from any abutting property, unless it is ascertained in a court of competent jurisdiction that the Owner or the Released Parties have caused the presence of the Hazardous Material following the Date of Agreement. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Claim. Effective as of the date of Lease Commencement, Developer shall, at its sole cost and expense, defend, hold harmless and indemnify Owner and each of the other Released Parties from and against any and all Claims, including, without limitation, from and against all Claims and Costs (as defined herein) arising from any release of Hazardous Materials at or from the Premises prior to Developer’s ownership of the Premises, during Developer’s ownership of the Premises (or any portion thereof) (unless it is ascertained in a court of competent jurisdiction that the Owner or the Released Parties have caused the presence or release of the Hazardous Material following the Date of Agreement), or any party claiming by, through or under Developer, and from any failure of Developer to comply with all Legal Requirements (as defined herein) in connection with Developer’s ownership, use or operation of the Premises.
- C. For the purposes of this Section 11, the following terms shall have the following meanings set forth below:

“**Claims**” means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

“**Costs**” shall include without limitation any and all fees, costs, disbursements and expenses (including but not limited to reasonable attorneys’ and reasonable experts’ fees, disbursements, and expenses) that may be imposed upon, incurred by, or asserted or awarded against the Released Parties in connection with any Claims.

“**Hazardous Material**” means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances that could lead to any liability, costs, damages, or penalties under any Legal Requirements.

“**Legal Requirements**” shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

“**Release**” shall mean release as defined in Massachusetts General Laws Chapter 21E, as amended, EXCEPT that a release shall NOT include any asbestos or asbestos-containing materials on the Premises.

The covenants set forth in this Section 11 shall survive the Lease Commencement.

SECTION 12 DEVELOPER’S INTEREST

- A. Developer hereby represents and warrants, and will also deliver at the Lease Commencement, an opinion of its legal counsel that Developer is an entity duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, that Developer has the legal right, power and authority to enter into this Agreement and all Lease Commencement Documents and perform all of its obligations hereunder and thereunder, and that the individuals executing this Agreement and all Lease Commencement Documents have been duly authorized by all requisite actions of Developer to execute the same on behalf of, and to bind, Developer.
- B. Developer hereby agrees that, commencing on the Date of Agreement and continuing until the completion of construction of the Project in its entirety as demonstrated by the delivery of a Notice of Final Completion, no transfer (by sale, assignment, conveyance, lease or other transfer) of all or any part of Developer's rights under this Agreement or of Developer's interest in the Premises or the Project shall be made without the consent of Owner, which consent shall be in Owner's sole discretion, provided, however, Developer shall be entitled to admit equity partners into the ownership entity. A transfer in breach of the foregoing restrictions shall, at the option of Owner, be deemed to be a default and such transfer shall be void. In any event, and notwithstanding any such transfer, Developer shall continue to remain liable for the performance of all of the obligations of Developer hereunder.
- C. Notwithstanding anything to the contrary provided herein, Developer may, in order to obtain the financing necessary to acquire the leasehold estate in the Premises and construct the Project, use the leasehold estate in the Premises and Project as security for such financing, by way of a mortgage or other similar instrument. Neither the Premises nor any of the Project shall be used as security or collateral for any other purpose.
- D. Notwithstanding the foregoing, after the issuance of any Notice of Partial Completion, more fully described in Section 17 with respect to any residential unit, Developer may lease said residential unit under the applicable Notice of Partial Completion, provided that any such lease shall be subject to the surviving covenants, easements and use restrictions contained herein, in the Ground Lease, or related to the Project.
- E. After the completion of the Project and the issuance of a Notice of Final Completion, Developer may sell, assign, convey, lease or transfer its interests in the Premises and the Project, with Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, subject to the covenants, easements and use restrictions contained in this Agreement, in the Ground Lease or related to the Project, which survive the recording of such Notice of Final Completion, and in such event, Developer shall not continue to remain liable for the performance of all of the obligations of Developer hereunder.

SECTION 13 INFORMATION AND ACCESS

- A. At the reasonable request of Owner, Developer shall, from time to time, provide Owner with status reports with respect to the development of the Premises.

- B. Until delivery of a Notice Final of Completion, more fully described in Section 17 below, with respect to the entire Premises, Developer shall permit Owner and any of its contractors, agents, employees, consultants and designees to have access to the Premises at all reasonable times for any purpose relating to the redevelopment of the Premises, monitoring of Developer's compliance with the terms and conditions of this Agreement, and for any other public purpose, so long as same does not interfere with Developer's ability to complete its obligations as set forth in this Agreement and the Ground Lease.

SECTION 14 CONSULTATION AND COOPERATION

- A. Developer shall establish and maintain communication with officials of Owner with respect to the development of the Project.
- B. Upon request of Owner, Developer shall, from time to time, provide Owner with information evidencing Developer's activities with respect to the Project.

SECTION 15 DEFAULT; REMEDIES

- A. This Agreement is contingent upon the timely and full satisfaction by Developer of all of the terms and conditions set forth in this Agreement. The terms of this Agreement will not be extended, except by written agreement of the parties.
- B. If Developer shall fail to fulfill Developer's pre-Lease Commencement agreements contained in this Agreement or satisfy other Lease Commencement conditions and lease the Premises in accordance with this Agreement, as the case may be, and Developer has not terminated this Agreement by the Due Diligence Termination Date, Owner shall be entitled to terminate this Agreement upon written notice delivered to Developer. In such event, the Deposit paid by Developer to Owner hereunder shall be retained by Owner as liquidated damages and this Agreement shall terminate and be of no further force and effect and this shall be Owner's sole remedy in law or in equity, provided that Owner shall retain all of its remedies available at law and in equity relating to Developer's restoration and indemnity obligations.
- C. Owner reserves the right, in its sole discretion, to accept at any time "back-up" proposals (and enter into agreements, subject to the terms of this Agreement) or solicit further bids from other bidders who have submitted bids for the Premises, or from the public at large, all upon such terms as Owner, in its sole and absolute discretion, shall determine. Owner further reserves the right to re-advertise or to negotiate with another ground lessee if the selected Developer does not satisfy the conditions for the lease of the Premises specified by Owner.
- D. From and after the Lease Commencement Date, if Developer fails to perform Developer's obligations as set forth in this Agreement, Owner may give written notice to Developer of any such default, and Developer shall have a sixty (60) day period beginning on the date of receipt of Owner's notice to cure such default. If the nature of

the default is such that it cannot be cured within said time, then Developer shall commence to cure the default within said sixty (60) days and thereafter diligently and continuously prosecute such cure to completion (within a time period proposed by Developer and acceptable to Owner in Owner's sole discretion). If Developer fails to cure such default within the specified period, then Owner shall have the right to terminate this Agreement, all deposits paid by Developer shall be retained by Owner as liquidated damages and the parties shall have no further recourse hereunder, provided that Owner shall retain all of its remedies available at law and in equity relating to Developer's restoration and indemnity obligations, and provided further, if Developer has acted in bad faith, or if Developer breaches the provisions of Section 12(B) of this Agreement, subject to mortgagee's cure rights in Section 18 below, Owner shall have a reversionary interest to terminate Developer's leasehold estate in the Premises. If Developer disputes in good faith the factual or legal basis upon which Owner has determined that a Developer default exists, then Owner agrees to use good faith efforts for at least thirty (30) days to negotiate a resolution of the purported default before terminating Developer's leasehold estate in the Premises. All such rights and remedies shall be cumulative and may be exercised by Owner simultaneously or consecutively from time to time, at Owner's option.

- E. In the event Owner elects pursuant to the terms hereof to terminate this Agreement as a result of a default by Developer, all cure periods having passed, Owner, with thirty (30) days' notice to Developer, shall unilaterally have the right to record a certificate on which all third parties may rely without further inquiry, signed under the pains and penalties of perjury, stating that this Agreement has terminated.
- F. Any failure or delay by Owner to terminate this Agreement or exercise any other remedies shall not constitute a waiver by Owner of any of Owner's right and remedies at law or in equity.
- G. The provisions of this Section 15 shall survive the Lease Commencement.

SECTION 16 DEVELOPER'S SURVIVING COVENANTS

- A. Developer covenants and agrees to be bound by the following Construction Period Surviving Covenants and Perpetual Surviving Covenants (collectively, the "***Developer's Surviving Covenants***"), all of which are intended to operate as covenants binding all successors and assigns.
 - 1. Construction Period Surviving Covenants.
 - (a) Construction of renovations to structures and improvements on the Premises and other initial work for the Project shall commence in accordance with the timetable shown on Exhibit I attached hereto or at such earlier time as is necessary to prevent the expiration of the building and other permits for the Project, and the Project shall be diligently and continuously prosecuted to completion as required by this Agreement; provided, however, in the event that

Developer has pending before an approval granting agency, board or court, an application, appeal or pleading with respect to any major discretionary approval required for the Premises that is consistent with the plans and specifications for the Premises approved by Owner and, only if the lack of such approval prevents the commencement of construction, then the time period in which construction must commence shall be extended by Owner for such reasonable amount of time as is necessary to obtain such final, unappeasable major discretionary approval.

- (b) The Project shall comply with all applicable federal, state and local codes, laws and regulations as interpreted and enforced by the relevant regulating agency or agencies and all permits and approvals issued thereunder, and the requirements of the Project development.
- (c) No site preparation or construction shall be conducted in violation of any Activity and Use Limitations, if any, affecting the Premises.

2. Surviving Covenants.

- (a) The Premises and the Project shall be used solely for purposes approved by Owner, consistent with the Project Requirements, the Approval Documents, applicable zoning laws, rules, regulations and by-laws which purposes shall continue in perpetuity. The purposes for which the Premises and the Project shall be used may be changed, with the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned.
- (b) Not less than twenty-five percent (25%) of the residential units on the Premises shall be made available as affordable income housing as defined by, and in accordance with, the regulations of the Executive Office of Housing and Livable Communities (“*EOHLC*”). Such units shall be designated as “affordable” units by affordable housing restriction under a recorded covenant pursuant to a restriction or mechanism acceptable to Owner and EOHLC.
- (c) No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by Developer whereby the Premises or any of the Project thereon, are restricted by Developer upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, rental, lease, use, or occupancy thereof, and that Developer shall not discriminate upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, lease or rental or in the use or occupancy of the Premises or any Project erected or to be erected thereon.

B. Any of Developer’s Surviving Covenants set forth in this Section, except the covenant described in Section 16(A)(2)(c) above, may be waived, annulled, changed or modified by an amendment to this Agreement consented to by Owner, and, if executed after Lease Commencement, by the filing of an appropriate instrument with the Middlesex North Registry of Deeds.

- C. The Construction Period Surviving Covenants set forth in Section 16(A)(1) above shall survive Lease Commencement but shall terminate with respect to one or more portions of the Premises upon the recording by Developer of a Notice of Partial Completion delivered by Owner pursuant to Section 17(C) below, and with respect to the Premises in their entirety, upon the recording by Developer of a Notice of Final Completion delivered by Owner pursuant to Section 17(B) below. The Surviving Covenants set forth in Section 16(A)(2) above shall survive throughout the duration of the Ground Lease. All assignments or other instruments of conveyance of any interest in the Premises shall include (or incorporate by recorded reference) all of Developer's Surviving Covenants (to the extent the same are still in force and applicable) which shall run with the land, shall bind all of Developer's successors and assigns and anyone having an interest in the Premises during the period of time such parties hold an interest in the Premises and shall continue to be effective whether or not they are included in the Ground Lease.
- D. Developer covenants and agrees that Owner reserves the right to amend or modify the Reserved Easements and to create additional Reserved Easements, so long as same do not prohibit, interfere and materially affect Developer's use and development of the Premises.
- E. Developer's Surviving Covenants provided in this Section shall be binding upon Developer and its successors and assigns, and shall be enforceable by Owner, to the extent permitted by law.

SECTION 17 NOTICES OF COMPLETION

- A. The Project, or portions thereof, shall be deemed completed when built substantially in accordance with the Approval Documents and all applicable federal, state and local codes, laws and regulations and all permits and approvals issued thereunder or as otherwise approved by Owner except for (i) minor items of work and adjustments of equipment and fixtures, which can be completed after occupancy has been taken (i.e., so-called punchlist items); (ii) landscaping and other similar work, which cannot then be completed because of seasonal climatic conditions; and (iii) with respect to commercial tenant or licensee spaces, items of work normally left for completion pursuant to the requirements of specific leases or occupancy agreements.
- B. Promptly after completion of all of the Project, Developer shall furnish Owner with a copy of the final certificate of occupancy issued by the building inspector of the Town of Dunstable, together with a certificate from a registered architect duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit D and a certificate from a registered engineer duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit D. Provided that such certifications are in form and substance satisfactory to Owner, WITHOUT EXCEPTIONS TAKEN BY THE CERTIFIER, Owner shall provide to Developer, upon written request, within thirty (30)

days following its receipt of such certifications, a “**Notice of Final Completion**” which notice shall (i) be in the form attached to this Agreement as Exhibit E (and otherwise in recordable form); (ii) have a copy of the architect’s or engineer’s certificate upon which it is based; and (iii) state that it constitutes a conclusive determination of satisfaction and termination of the same with respect to the obligation to construct the Project on the Premises, subject to any exceptions, as provided in the preceding paragraph, which are set forth in the Notice; provided that Owner shall not be estopped from asserting any of its rights to the extent that Developer’s architect’s or engineer’s certification is materially inaccurate, incomplete or untrue when provided. Developer acknowledges and agrees that Owner may, without any independent investigation or examination, rely on such certifications in issuing a Notice of Final Completion. Developer will indemnify and save harmless the Released Parties against any and all liability, loss, damages, expenses (including without limitation reasonable attorneys’ fees), costs of action, suits, interest, fines, penalties, claims and judgments arising from or relating to Owner’s reliance on such certifications in issuing a Notice Final of Completion.

- C. If at any time prior to the issuance of the Notice of Final Completion, Developer has completed construction of a portion of the Premises and is entitled to partial certificate of occupancy for a portion of the Premises, then Developer may deliver a copy of the partial certificate of occupancy issued by the building inspector of the Town of Dunstable, together with a certificate from a registered architect duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit F and a certificate from a registered engineer duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit F. Provided that such certifications are in form and substance reasonably satisfactory to Owner, WITHOUT EXCEPTIONS TAKEN BY THE CERTIFIER, Owner shall provide to Developer, upon written request, within thirty (30) days following its receipt of such certifications, a notice in the form attached to this Agreement as Exhibit G and otherwise in recordable form (“**Notice of Partial Completion**”), provided that Owner shall not be estopped from asserting any of its rights to the extent that such architect’s or engineer’s certifications are materially inaccurate, incomplete or untrue when provided. Developer acknowledges and agrees that Owner may, without any independent investigation or examination, rely on such certifications in issuing a Notice of Partial Completion. Developer will indemnify and save harmless the Released Parties from and against any and all liability, loss, damages, expenses (including without limitation reasonable attorneys’ fees), costs of action, suits, interest, fines, penalties, claims and judgments arising from or relating to Owner’s reliance on such certifications in issuing a Notice of Partial Completion.
- D. If Owner shall fail to provide a Notice of Final Completion or a Notice of Partial Completion, as the case may be, in accordance with the provisions of this Section after a written request by Developer, Owner shall, within thirty (30) business days after receipt of a written request by Developer, provide Developer with a written statement, indicating in reasonable detail in what respects Developer has failed to complete the Project and what measures or acts will be necessary, in the opinion of Owner, for

Developer to take or perform in order to obtain a Notice of Final Completion or Notice of Partial Completion, as the case may be.

E The provisions of this Section 17 shall survive the Lease Commencement.

SECTION 18 RIGHTS AND DUTIES OF MORTGAGEES

- A. Whenever Owner shall deliver any written notice or demand to Developer with respect to a default by Developer in its obligations hereunder or under the Ground Lease, Owner shall at the same time deliver a copy of such written notice or demand to each holder of any mortgage on the leasehold estate in the Premises to which such default relates who files a written request for such notification with Owner in the manner specified in this Agreement at the address of such holder shown in such request. Each holder of any such mortgage shall have the right, at its option, within ninety (90) days from the expiration of any applicable default notice and grace period, if any, to cure or remedy such default to the extent that it relates to the Premises; provided, that if the default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require such holder, before taking possession, foreclosure or action in lieu thereof, whichever occurs first, to undertake or continue the construction or completion of the Project.
- B. If, prior to the completion of the Project to be constructed, a mortgagee takes possession of or acquires the leasehold estate in the Premises, through the operation of its mortgage, by foreclosure, or by voluntary conveyance in lieu of foreclosure, the mortgagee shall be bound by this Agreement and, except as otherwise provided herein, shall complete the construction of the Project in accordance with the terms hereof, in which event such mortgagee shall be entitled to a Notice of Partial Completion or Notice of Final Completion provided that the applicable conditions in Section 17 have been satisfied. Notwithstanding the foregoing or any other restriction in this Agreement, such mortgagee may, at its option, sell, assign or transfer the leasehold estate in the Premises to one or more purchasers, assignees or transferees, who shall expressly and directly assume in writing to Owner with respect to the interests in the Premises so conveyed, (i) all of the covenants, agreements, and obligations of Developer under this Agreement then in effect, including, without limitation, Developer's Surviving Covenants; and (ii) the obligation to complete construction of the Project in accordance with the Approval Documents.
- C. Each of Developer's successors as ground lessees of the Premises shall be obligated by the provisions of this Agreement (i) to construct or complete the Project to be constructed on the Premises; (ii) to devote the Premises to the uses permitted hereunder; (iii) to cure any defaults under this Agreement existing at the time it acquires title to or takes possession of the Premises, the Project or any portion thereof within the time period allowed as extended hereunder; and (iv) to develop, own and operate the Premises subject to, and in compliance with, the Approval Documents and the terms of this Agreement.

D. The provisions of this Section 18 shall survive the Lease Commencement. In the event that the potential holder of any mortgage on the Leasehold Estate requires additional covenants or agreements in order to provide financing for the Project, Owner agrees to modify this Agreement to reflect same, provided that no such changes shall increase the obligations, risks or liabilities of Owner, decrease the benefits afforded Owner, or decrease the obligations of Developer.

SECTION 19 NOTICES AND DEMANDS

Any notice, request, or other communication under this Agreement shall be in writing and shall be given by either party or their respective attorneys (i) by reputable express courier service (with receipt); (ii) by registered or certified mail; or (iii) by reputable overnight delivery service,

to Developer:

at the address specified in Section 1 of this Agreement with a copy to Developer's attorney, if notice information for Developer's attorney has been provided to Owner in writing.

to Owner:

at the address specified in Section 1 of this Agreement with a copy to Town Counsel for Owner pursuant to notice information provided to Developer.

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Any notice shall be effective when sent, provided that the sender has evidence of delivery, which may include written receipt, written evidence of attempted delivery or confirmation of receipt.

SECTION 20 REQUEST FOR PROPOSALS

Except as specifically set forth herein, all of the terms and conditions of the Request for Proposals for Long-Term Lease of Land for Rental Housing Development dated August 17, 2022 (the "*RFP*"), incorporated by reference into this Agreement, as if fully set forth herein, including, without limitation, the RFP, its appendices, exhibits, attachments and supplements in hard copy, facsimile, electronic or online, or available upon request or from other sources. Developer acknowledges and agrees, however, that the information provided by Owner is provided for convenience only and cannot be relied upon, without outside, independent investigation and verification. 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. Capitalized terms not otherwise defined herein shall have the same meaning as in the RFP. In the event of any inconsistency between the terms of RFP and this Agreement, the terms of this Agreement shall control.

SECTION 21 MISCELLANEOUS

- A. Owner shall, with reasonable promptness, but in any event within thirty (30) days after receipt of a written request therefor by Developer, any mortgagee, or lessee or purchaser of the Project or the Premises, which request has been made in connection with the Lease Commencement or financing of the Project or the Premises or any portion thereof, provide a certificate in writing that, to Owner's actual knowledge, this Agreement or any particular section hereof or exhibit hereto specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force and effect or has been modified, and whether or not Owner has actual knowledge of any default of Developer under this Agreement and, if so in what respects. In providing such certificate, Owner shall have the right to receive and rely upon a certificate from Developer as to Developer's compliance with this Agreement, and Owner's certification shall provide that Owner shall not be estopped from exercising its rights in the event that Developer's certification is materially incomplete, untrue or misleading.
- B. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and the remaining provisions shall continue in full force and effect.
- C. Except as to obligations to be performed at or prior to the Lease Commencement, the provisions of this Agreement shall survive the Lease Commencement, whether or not specified as surviving in the Agreement.
- D. Neither Developer nor Owner shall be considered in breach of its obligations with respect to the duties and obligations required to be performed by this Agreement in the event of delay in the performance of such obligations out of Developer's control due to acts of God, acts of the public enemy, court orders, casualties, fires, floods, epidemics, labor disputes, strikes, and unusual and severe weather conditions, unavailability of materials (provided that Developer had ordered such materials sufficiently in advance and uses best efforts to find alternatives and to adjust the work schedule around the lack of materials), the time for performance shall be extended for the period of delay from such cause or causes. In no event shall any financing difficulty of Developer or unavailability of mortgage financing be a cause for an as-of-right extension hereunder.
- E. Any caption on any section of this Agreement is inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.
- F. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be cancelled, modified or amended only by written instrument executed by the parties hereto.
- G. Time is of the essence for this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them. If any date or period for performance by Developer or Owner under this

Agreement falls or expires on a Saturday, Sunday or legal holiday in the Town of Dunstable, said date or period shall be deemed to fall or expire on the first succeeding business day in the Town of Dunstable after said Saturday, Sunday or holiday.

- H. The Lease Commencement shall be deemed to be a full performance by Owner with respect to the Premises and shall discharge every agreement and obligation of Owner herein contained and expressed, except such as are, by the terms hereof, to survive the Lease Commencement.
- I. This Agreement and every provision herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, legal representatives and agents.
- J. The provisions of this Section 21 shall survive the Lease Commencement.

[Remainder of Page Left Intentionally Blank]

WITNESS the execution hereof under seal as of the day and year first above written.

OWNER:

TOWN OF DUNSTABLE, acting by and through its Board of Selectmen

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

DEVELOPER:

MCO & ASSOCIATES, INC.

By: _____
Name:
Title:
Hereunto Duly Authorized

DRAFT

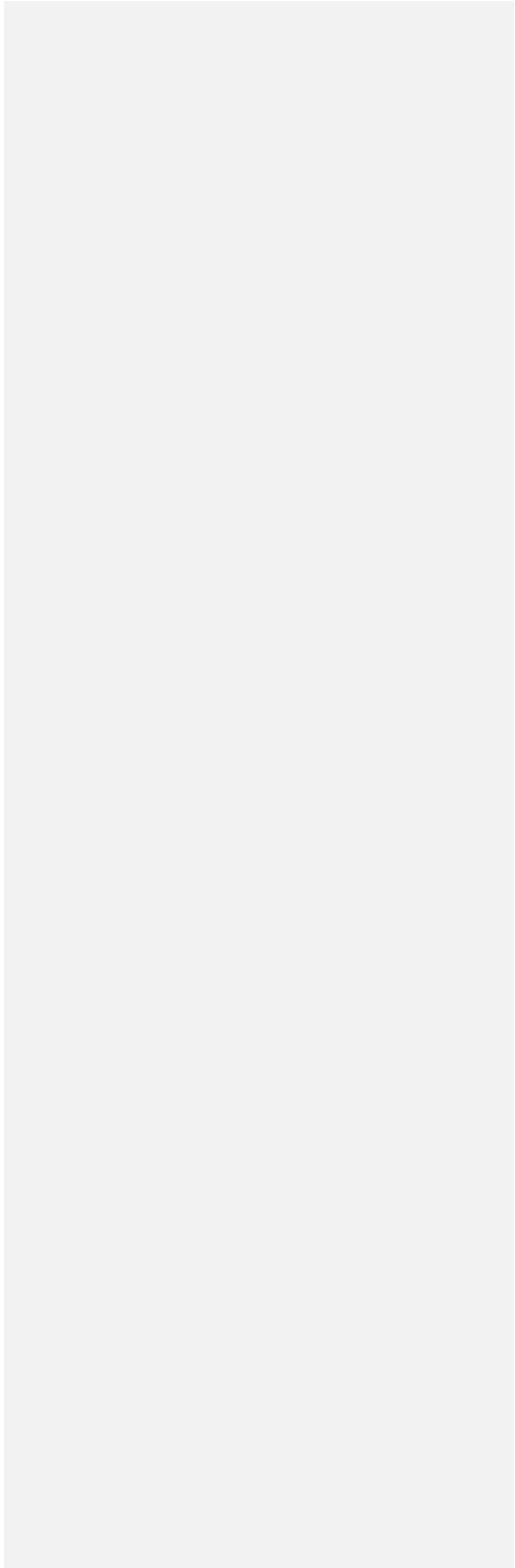


EXHIBIT A

LEGAL DESCRIPTION

The land in the Town of Dunstable, Commonwealth of Massachusetts, shown as Lot 1, Lot 2 and Parcel A on a plan entitled "Plan of Land, Location: Pleasant Street, Dunstable, MA." prepared by Howe Surveying Associates, Inc., dated February 1, 1999, and recorded with the Middlesex North District Registry of Deeds in Plan Book 199, Plan 108 (the "Plan"), together with an easement to pass and repass and for all purposes for which public ways are ordinarily used in the Town of Dunstable, over the area within Lot 3 denominated as "Access Easement" as shown on the Plan. For avoidance of doubt, expressly excluded from the foregoing land is the land shown on the Plan as Parcel B, containing 3,781 square feet.

DRAFT

EXHIBIT B

DEVELOPER'S PROPOSAL UPDATE AFFIDAVIT

As of: _____

REFERENCE is hereby made to the Land Development Agreement ("LDA"), dated _____, by and between the Town of Dunstable (the "Owner") and _____ (the "Developer").

All capitalized terms not otherwise defined herein shall have the same meanings as in the LDA.

1. The undersigned, as Developer under the LDA, hereby warrants and represents that:
 - A. except as disclosed on **Schedule A** attached hereto and made a part hereof, Developer's Proposal remains unchanged and are accurate and complete as of the date first-above written (if NONE, please indicate NONE on **Schedule A**);
 - B. for each of the modifications (the "**Submission Modifications**") included on **Schedule A** to Developer's Proposal, Developer has provided to Owner updates of all documents and information initially required, including, without limitation, to the Submission Requirements; and
 - C. information as required under the RFP shall be submitted for every development team member that has changed, including financing and ownership; design and construction; and operation of the Project.
2. Developer acknowledges and agrees that all Submission Modifications are subject to all of the terms and conditions of Section 2 of the LDA, including, without limitation:
 - A. information and documentation in form and substance reasonably satisfactory to Owner;
 - B. in compliance with the requirements set forth in the LDA;
 - C. subject to Developer making reasonable changes and adjustments as required by Owner;
 - D. review and verification by Owner of the modifications to the development team submissions, including, without limitation, requesting additional information from Developer and contacting references, as Owner deems necessary; and
 - E. deficiency notice issued by Owner, and Developer's ability to correct, or if, despite Developer's good faith efforts, not reasonably acceptable to Owner, then Owner may terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

DRAFT

EXECUTED under seal as of the date first-above written.

DEVELOPER: _____

By: _____

Name: _____

Title: _____

Hereunto Duly Authorized

DRAFT

EXHIBIT C

PROJECT REQUIREMENTS

Without limiting any of the requirements set forth in this Agreement concerning Developer's development of the Premises, the Proposed Improvements shall include the following work, substantially as shown on the following preliminary site plan:

1. Construction of 44 rental housing units.
2. 25% of rental housing units shall be made available to applicants with incomes at or below 80% of the area median income, adjusted for household size, in conjunction with the DHCD's Local Initiative Program.
3. To the extent allowable by DHCD, 70% of rental housing units shall be subject to local preference.
4. Provision of a parking area for public usage to allow access to riverfront trails.
5. Construction and lease of a commercial building on Pleasant Street, provided that 20% of the net rent received from such lease shall be paid by Developer to Owner, as more particularly set forth in the Ground Lease.

EXHIBIT D

**ARCHITECT'S/ENGINEER'S CERTIFICATE
REGARDING NOTICE OF FINAL COMPLETION**

The Town of Dunstable
511 Main Street
Dunstable, MA 01827

RE: _____

Sir/Madam:

The undersigned acknowledges that the Town of Dunstable (the "**Owner**") will rely on the matters set forth herein in its issuance of a Notice of Final Completion with respect to certain construction performed by _____ ("**Developer**"). For good and valuable consideration, the undersigned hereby consents to such use and reliance upon this Certificate.

The undersigned hereby certifies that to the best of our knowledge and belief:

1. The Project has been constructed for the purposes for which they are intended in a good and workmanlike manner in substantial accordance with the Approval Documents and comply with all applicable federal, state and local laws, ordinances, by-laws, codes, rules, regulations and requirements of every nature and description relating to the construction and intended use thereof including without limitation the State Building Code of the Commonwealth of Massachusetts, and all permits and approvals issued thereunder.

2. The Project has been inspected and approved by all required public authorities including, without limitation,

3. Adequate and proper access and utilities are now available at the Premises in kind and quantity adequate to permit the use of the Premises and the Project for their intended purposes, including, without limitation, electricity, telephone, water, on-site sanitary sewer system, storm drain system and driveways.

4. The undersigned is a registered [architect/engineer] duly licensed under the laws of the Commonwealth of Massachusetts.

5. All defined terms not otherwise defined herein shall have the same meaning set forth in the Land Development Agreement dated _____ by and between Owner and Developer for the acquisition of the subject property, which Agreement (or notice thereof) has been recorded with the Middlesex North Registry of Deeds in Book _____, Page _____.

[SIGNATURE PAGE FOLLOWS]

Executed under seal as of _____, 20__.

[Architectural/Engineering Firm]

By: _____

Name:
Title:

DRAFT

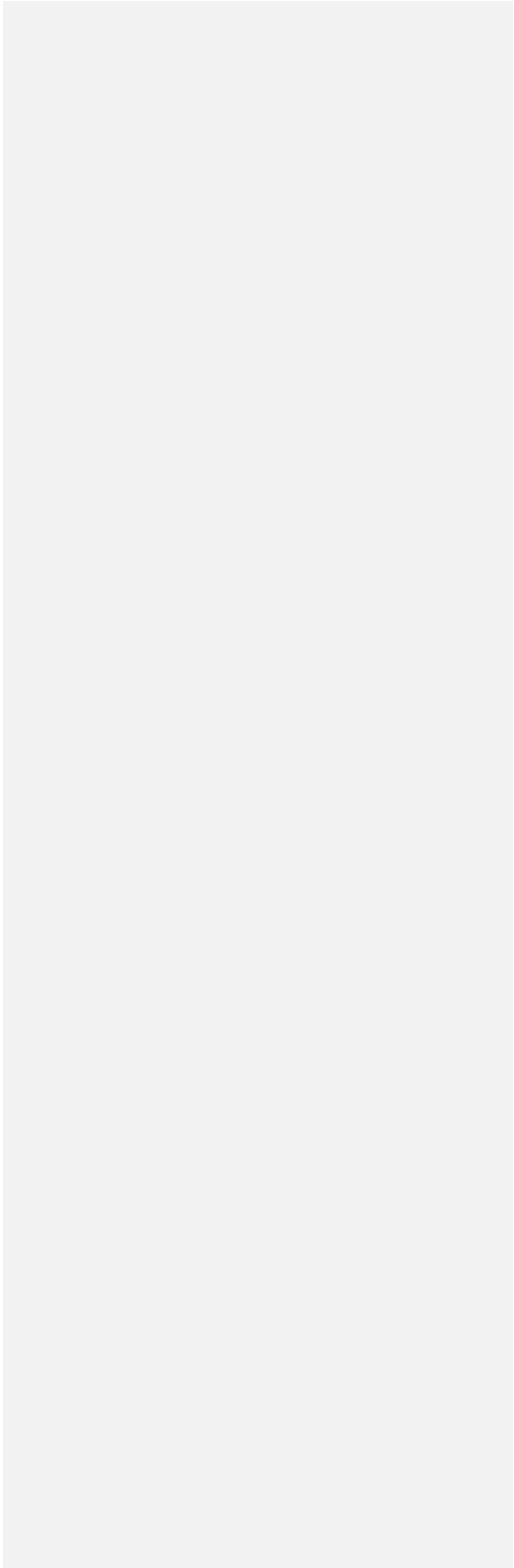


EXHIBIT E

FORM OF NOTICE OF FINAL COMPLETION

Pursuant to that certain Land Development Agreement dated _____ (the "*Agreement*") by and between the Town of Dunstable (the "*Owner*") and _____, a _____ (the "*Developer*"), which Agreement (or notice thereof) is recorded with the Middlesex North Registry of Deeds in Book _____, Page _____, Owner hereby issues this Notice of Final Completion with respect to the Premises and the Project as described in the Agreement.

In issuing this Notice of Final Completion, Owner relies upon the certificate(s) attached hereto and recorded herewith.

By its issuance of this Notice of Final Completion, Owner hereby releases the Premises and the Project from the Construction Period Surviving Covenants set forth in Section 18(A)1 of the Agreement. This Final Notice constitutes a conclusive determination of satisfaction and termination of the same with respect to the obligation to construct the Project on the Premises, subject to the following exceptions, if any:

All remaining terms and conditions of the Agreement, including, without limitation, the provisions of Section 16(A)(2) and Section 17 of the Agreement, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 20__.

The Town of Dunstable

By: _____
Name
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

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

Notary Public: _____
Print Name: _____
My commission expires: _____

EXHIBIT F

**ARCHITECT'S/ENGINEER'S CERTIFICATE
REGARDING NOTICE OF PARTIAL COMPLETION**

The Town of Dunstable
511 Main Street
Dunstable, MA 01827

RE: 160-164 Pleasant Street, Dunstable, Massachusetts

Ladies and Gentlemen:

The undersigned acknowledges that the Town of Dunstable ("**Owner**") will rely on the matters set forth herein in its issuance of a Notice of Partial Completion with respect to certain construction performed by _____ ("**Developer**"). For good and valuable consideration, the undersigned hereby consents to such use and reliance upon this Certificate.

The undersigned hereby certifies that:

1. _____ [**insert building reference or references**] of the Project (as defined in that certain Land Development Agreement dated _____ by and between Owner and Developer (the "**Agreement**"), has been constructed for the purposes for which it/they are intended in a good and workmanlike manner in substantial accordance with the Approval Documents (as defined in the Agreement) and comply with all applicable federal, state and local laws, ordinances, by-laws, codes, rules, regulations and requirements of every nature and description relating to the construction and intended use thereof including without limitation the State Building Code of the Commonwealth of Massachusetts, and all permits and approvals issued thereunder.

2. The portion(s) of the Project described in Item #1 has/have been inspected and approved by all required public authorities including, without limitation, _____

3. Adequate and proper access and utilities are now available for the portion(s) of the Premises (as defined in the Agreement) described in Item #1 in kind and quantity adequate to permit the use of said portion(s) for its/their intended use(s), including, without limitation, electricity, telephone, water, on-site sanitary sewer system, storm drain system and driveways.

4. The undersigned is a registered [architect/engineer] duly licensed under the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

Executed under seal as of _____, 20__.

[Architectural/Engineering Firm]

By: _____

Name: _____

Title: _____

DRAFT

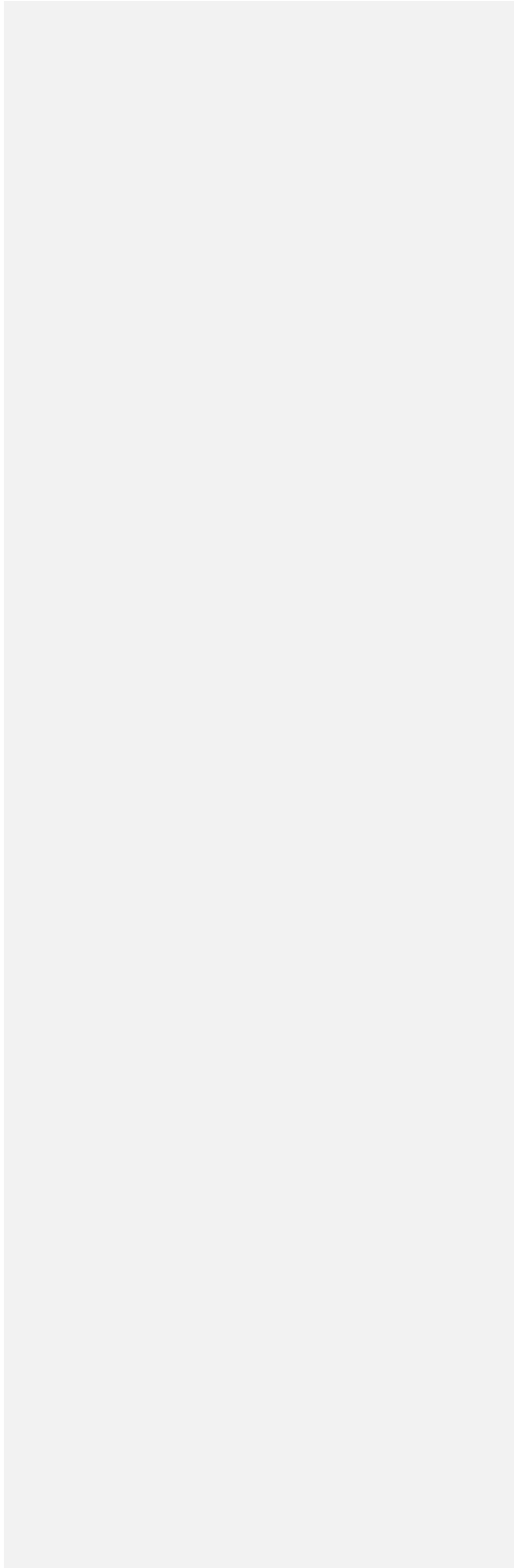


EXHIBIT G

FORM OF NOTICE OF PARTIAL COMPLETION

Pursuant to that certain Land Development Agreement dated _____ (the "**Agreement**") by and between the Town of Dunstable ("**Owner**") and _____, a _____ (the "**Developer**"), which Agreement (or notice thereof) is recorded with the Middlesex North Registry of Deeds in Book _____, Page _____, Owner hereby issues this Notice of Partial Completion with respect to the following portions of the Premises and the Project as described in the Agreement:

[insert lot or other references]

In issuing this Notice of Partial Completion, Owner relies upon the certificate(s) attached hereto and recorded herewith.

By its issuance of this Notice of Partial Completion, Owner hereby releases the portion of the Premises and the Project described above, but not other portion of the Premises or the Project, from the Construction Period Surviving Covenants set forth in Section 16(A)1 of the Agreement.

All remaining terms and conditions of the Agreement, including, without limitation, the provisions of Sections 18(A)1 and 2 and Section 16(C) of the Agreement, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 20__.

The Town of Dunstable

By: _____
Name
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

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

Notary Public: _____
Print Name: _____
My commission expires: _____

EXHIBIT H

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Town of Dunstable (“Owner”) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by Owner of a Disclosure Statement for filing does not constitute Owner’s approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors’ parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party’s role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert “inhabitants of the (name of public entity).” If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check “NONE” in the box if none of the persons mentioned in Section 6 is employed by Owner or an official elected to public office in the Commonwealth of Massachusetts. Otherwise

list any parties disclosed in Section 6 that are employees of Owner or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

Owner's acceptance of a statement for filing does not signify any opinion by Owner that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

The Town of Dunstable
511 Main Street
Dunstable, MA 01827

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, OR DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING IN TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord

Lessee/Tenant

Owner/Grantor

Developer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Town of Dunstable or an official elected to public office in the Town of Dunstable, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest

in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY
(from Section 4, above)

AUTHORIZED SIGNATURE OF DISCLOSING PARTY
DATE: _____

PRINT NAME & TITLE OF AUTHORIZED SIGNER

EXHIBIT I

TIMETABLE – PHASES AND COMPONENT

[NOTE TO DRAFT: Developer to provide timetable]

1. Submit LIP Application for Dunstable Board of Selectmen Review and Approval – MCO to submit within 30 Days of execution of Land Development Agreement (LDA) with Town.
2. BOS Execution of LIP Application – est time 30 Days
3. MCO Submittal to DHCD of Executed LIP Application – MCO to submit within 14 Days
4. DHCD Review and Approval of LIP Application – est time 120 to 150 Days
5. MCO to Submit Application for Comprehensive Permit to Dunstable ZBA within 30 Days of DHCD Issuance of Site Approval
6. Issuance of Comprehensive Permit from ZBA – est time 120 to 180 Days
7. Secure Septic Permits and Order of Conditions for Approved Project – Within 60 Days of Issuance of Comprehensive Permit
8. MCO to File for DHCD Final Approval within 30 days of Issuance of Comprehensive Permit.
9. MCO would plan to initiate construction activities within 60 days of receiving Final Approval from DHCD, depending on the Time of year. (For example – MCO would likely not start construction in January if Final Approval was received in November or December. In that circumstance MCO would initiate construction as weather permits in the Spring.
10. From the Start of Construction, MCO estimates the time to substantially complete the project will be 14 months. Pending potential weather delays, supply chain issues and/or market conditions, the construction time frame could be extended to 24 months.
11. MCO intends to keep the Town informed of scheduling as MCO proceeds, advising the Town of any anticipated delays.

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EXHIBIT J

FORM OF GROUND LEASE

[NOTE TO DRAFT: To be attached.]

DRAFT

Town of Dunstable
Attn: Jason Silva
Town Administrator
Dunstable Town Hall
511 Main Street
Dunstable, MA 01827

Re: Union Building Adaptive Reuse Feasibility Study and Restoration Plan

Proposal Transmitted via email on 7/26/2023 to: [jsilva@dunstable-ma.gov](mailto:j SILVA@dunstable-ma.gov) and in person

Dear Mr. Silva,

I am delighted to introduce Building Restoration Services (BRS) located at 371 Dorchester Avenue, Boston, MA 02127. BRS is a distinguished leader in the building restoration industry. Our team of highly skilled and trained professionals provides exceptional single-source solutions to building owners, municipalities, and property managers in Boston and beyond.

Under the leadership of Joshua Kelly our accomplished Director, and with the support of Neil Rouleau our Chief Operating Officer, Joe Killoh, Terry DaCosta, Peter Czepiel, and Robert Murray, Building Restoration Services takes immense pride in combining Architectural Design, Building Science Consulting, General Contracting Services, and Safe Site Management, offering comprehensive and integrated solutions for our clients and our partners.

Specializing in a wide array of building restoration services, we cater to various client needs, including architectural design, building envelope investigation and consulting, building envelope repair and restoration, and historic preservation/restoration.

At Building Restoration Services, we have earned a distinguished reputation for excellence and integrity, making us the preferred choice for building owners and property managers seeking top-tier design, consulting, and restoration services. We are committed to delivering unparalleled results and ensuring the preservation and enhancement of your valuable assets.

We look forward to the opportunity to collaborate with you and demonstrate our expertise in building restoration by way of our feasibility study and restoration plan for the Union Building in the Town of Dunstable. Should you have any questions, please do not hesitate to reach out to us.

Thank you for considering Building Restoration Services for your restoration needs.

Sincerely,



Joshua Kelly, RA
Director
BRS/Building Restoration Services

BRS Proposal

Union Building Adaptive Reuse Feasibility Study and Restoration Plan



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- Firm Overview
- Representative Projects
- Key Personnel
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- Project Schedule
- Company References
- Budgets for Scope of Services


Firm Overview

BRS/Building Restoration Services Corp in Boston, MA is a renowned Contractor specializing in building envelope repair, restoration, and maintenance. Founded in 2005 by John Childs with over 35 years of industry experience, BRS has earned a distinguished reputation for excellence in building restoration services.

In 2017, BRS Chief Operating Officer Neil Rouleau established BRS/Building RECON Services which is the architectural and building science consulting division of BRS. This division is led by Joshua Kelly who has over 25 years of experience as an Architect, contractor and building envelope consultant. RECON provides expert architectural and building envelope consulting services to building owners, managers, architects, engineers, and contractors.

For the proposed services, RECON will manage and execute the tasks, ensuring meticulous planning and exceptional results for the Town of Dunstable.

Representative Projects

Representative Photograph	Summary Description
	<p>American Antiquarian Society</p> <p>Conducting a thorough feasibility study and facade restoration, our initial efforts involved assessing masonry and window conditions with associated budgets. As we continue collaborating with AAS, we have refined restoration budgets, exploring options for window replacement. Considering our findings, we aim to undertake the restoration as a single project to optimize efficiency and preservation.</p>
	<p>Burrage House</p> <p>BRS performed repairs to stabilize hazardous components at Burrage House. The exterior walls, including limestone block masonry were thoroughly assessed and restoration proposals with budgets were provided.</p>
	<p>Oliver Wendell Holmes Library (OWHL)</p> <p>The Oliver Wendell Holmes Library project of 2019 aimed to preserve and enhance the library's iconic facade, ensuring its cultural significance endures for the community. BRS completed a condition assessment and prepared a historic restoration program.</p>
	<p>The William Lloyd Garrison House (WLGH)</p> <p>The William Lloyd Garrison House (WLGH), a historically significant property, is located at 125 Highland Avenue, Roxbury, MA. BRS completed an investigation of the historic house to assist with funding for the restoration of the house. The study aimed to preserve this National Historic Landmark, once the residence of William Lloyd Garrison, a prominent abolitionist leader.</p>

Key Personnel

Neil W. Rouleau - Chief Operating Officer, BESI Certified

Neil W. Rouleau is a Senior Executive with over 35 years of experience in the design and construction industry, specializing in Building Envelope Consulting for 25 years. His expertise spans visioning and strategy, operations, organizational development, quality and project management, education and training, building codes and standards, and more.

Presently, Neil serves as the Chief Operating Officer (COO) at BRS/Building Restoration Services in Boston, MA. He founded the Building RECON Services division, offering building envelope consulting services and design-build solutions. Neil's responsibilities include overseeing business and project-related operations, marketing, education, and mentoring.

Before joining BRS, Neil played key roles in various firms, including Gorman Richardson Lewis Architects, Cubellis, Inc., Gorman Richardson Architects, and TRO/The Ritchie Organization. During his tenure, he established and managed successful Building Envelope Sciences and Building Envelope Services (BES) Groups, achieving remarkable project success rates.

Neil's passion for excellence and his dedication to elevating industry standards have contributed significantly to his career's accomplishments. He is a certified member of the Building Envelope Sciences Institute (BESI), further validating his expertise in the field.

Joshua Kelly - Director, RECON Team

A former resident of the Town of Dunstable, Joshua has over 25 years of diverse experience in Architecture, Real Estate Development, Construction Management, and Building Envelope Consulting. Joshua joined BRS in 2023 and leads the RECON team. His extensive background includes architectural design, project management, and construction management of numerous projects in both the public and private sectors. Joshua previously worked with renowned firms like Thornton Tomasetti, Simpson Gumpertz & Heger (SGH), Ciminelli Development, Bovis Lend Lease, CBT Architects and Spagnolo Gisness & Associates.

Joshua is a graduate of Syracuse University with a Bachelor of Architecture professional degree and is a licensed Architect in Massachusetts.

Terry DaCosta – EIT, Project Manager

Terry DaCosta joined RECON in 2023, following a successful career as a contractor specializing in interior and exterior renovations, as well as small scale structures for commercial and residential projects. With over 20 years of experience, Terry possesses a strong background in building enclosure and structures, along with extensive expertise in forensic evaluation, design development, and construction administration.

Terry earned a B.S. in Civil and Environmental Engineering from the University of Massachusetts Amherst, laying the foundation for his impressive career in the industry. His diverse skillset and deep knowledge make him a valuable asset to the RECON team, contributing to the successful execution of projects and ensuring top-notch results.

Joseph Killoh, LEED - Architectural Designer / Project Manager

Joseph Killoh joined RECON in 2021, transitioning from Wessling Architects, a building envelope consulting and commercial architecture firm in Massachusetts. Joseph is US Green Building Council (LEED) Certified and working towards his licensure as an Architect. Joseph brings a wealth of expertise to his role.

Joseph's career began as an architectural designer in the high-end residential market of greater Boston, where he contributed to diverse projects, including new condominiums, building restorations, hotel developments, and single-family homes. Focusing on building restoration, new commercial ventures, and building envelope work, Joseph has honed his specialization in these areas.

Additionally, Joseph is a lecturer at Suffolk University and has held this position for the past five years. As a lecturer, he teaches construction document production, interior design, and digital orthographies.

Joseph graduated from Wentworth Institute of Technology in 2016 with a B.S. in Architecture, concentrating in Emerging Technologies. He furthered his education at Boston Architectural College, earning a Master of Architecture in 2021.

Peter Czepiel – Project Manager

Peter Czepiel joined BRS in 2019 and is an experienced Building Envelope Specialist and Technical Writer. With expertise in investigating roofs, walls, and windows of residential and commercial structures, Peter is dedicated to ensuring the integrity of exterior building envelope components.

Before joining BRS, Peter was a Senior Project Manager at Noblin & Associates, Hampton, NH. Peter excels in identifying deficiencies and recommending effective building envelope repairs while adhering to various building standards such as IBC, LEED, and Energy Star.

Throughout his career, Peter has showcased exceptional capabilities in technical writing, project administration, and quality management. He has been involved in over 200 capital needs analyses for condominiums, HOAs, and public entities, assessing capital reserve funding for building envelopes and site components.

Peter holds a Bachelor of Science in Physics from the University of Rhode Island and a Doctor of Philosophy in Geochemical Systems from the University of New Hampshire.

Robert W. Murray - Project Manager and Senior Estimator

Robert W. Murray joined BRS in 2019 and is the company's lead estimator. Robert is an experienced Project Manager and Estimator with extensive expertise in commercial project management and estimating. Holding an unrestricted MA CSL license, he has successfully overseen a diverse range of projects for government agencies, universities, hospitals, and retail businesses. With roles as an Estimator, Subcontract Estimator, Project Manager, and Jobsite Supervisor, Robert has conducted thorough site reviews, take-offs, and proposal creation. His effective communication, attention to detail, and ability to complete challenging work promptly have earned him the support and cooperation of all stakeholders involved in his projects.

Contact Information

Building Restoration Services Corp. / Building Recon Services

371 Dorchester Ave Boston, MA 02127

(857) 371-8643

www.brsinfo.com

Director / RFP Contact:

Joshua Kelly: jkelly@brsinfo.com Phone: 978-877-3447

Chief Operating Officer:

Neil Rouleau: nrouleau@brsinfo.com Phone: 617-852-4287

Supporting Technical Staff:

Peter Czepiel: pczepiel@brsinfo.com Phone: 603-397-8332

Robert Murray: rmurray@brsinfo.com Phone: 781-588-7109

A. Joseph Killoh: jkilloh@brsinfo.com Phone: 860-878-5650

Terry DaCosta: tdacosta@brsinfo.com Phone: 617-750-9394

Administrative Staff:

Pam Riordan: priordan@brsinfo.com Phone: 774-641-6461

Understanding of the Scope or Work and Approach

BRS/Building Restoration Services Scope of Work Understanding and Approach:

BRS understands that the Union Building at 522 Main Street in the Town of Dunstable will no longer be used for educational purposes after the Spring of 2024. We are told that there is a new regional school being constructed that will accommodate the Union Building's current school needs. With this, the Town of Dunstable would like to carefully consider what the historic building may be best used for in the future. We understand that the building is of historical significance and that the Town has formed a committee to oversee this project. We also understand that the building's exterior needs significant repairs and the interior of the building also needs repairs.

The Town would like assistance with planning the reuse and restoration of the building. The intent is to draft and review options for potential new building uses or space uses that may be presented to the Committee and the Town for review and comments. We understand that the outcome of the new building's use and design of the same will be determined by this process of public opinion and committee approval.

BRS understands that the project will require financing and will assist the committee with cost estimates, cost benefit analysis, space plans, recommendations, and reports to aid them with obtaining the funds required to pursue the reuse and restoration of the building.

It is our intention to review documents that are provided by others such as the building envelope assessment previously completed by and complete site observations to review and document existing interior conditions. We will use this information to draft potential reuse options, cost estimates and the documents required to present to the committee, the Town, and the Northern Middlesex Council of Governments (NMCOG).

BRS will attend public meetings, committee meetings, and meetings with NMCOG, as required to present the reuse and rehabilitation/restoration options to create a Union Building Action Plan and Final Project Report that may be used for the project.

BRS/Building Restoration Services aims to preserve the building's historical significance while meeting the Town's goals through comprehensive restoration, adaptive reuse planning, and community engagement.

Project Schedule

Task	Description	Aug-23	Sep-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
1	Review existing conditions assessment								
2	Identify viable adaptive reuse options								
3	Cost est. for interior restor./rehab.								
4	Public Meetings and Engagement								
5	Contrib. to final Action Plan/Proj. Rprt								

Project References

Kristen Balash

508-471-2167

Project: American Antiquarian Society

Scope of Work: Evaluation, condition assessment, design/build masonry and window restoration of historic building.

Gil Blake

617-236-1421

Project: Burrage House

Scope of Work: Slate, copper, masonry restoration of historic house.

John Galanis

978-749-4366

Project: Oliver Wendell Holmes Library

Scope of Work: Historic restoration program.

John Freeman

617-323-3500

Project: William Lloyd Garrison House

Scope of Work: Investigation of historic house for funding of design and restoration of the building.

Budgets for Scope of Services

Task 1 – Review existing conditions assessment of the building:	\$ 8,300
Task 2 – Identify viable adaptive reuse options:	\$ 8,300
Task 3 – Cost estimates for interior restoration/rehabilitation:	\$ 1,200
Task 4 – Public meetings and engagement:	\$ 3,300
Task 5 – Contributing to final action plan and project report:	\$ 3,300
Project expenses:	\$ 500
Total:	\$ 24,900

* Refer to RFP for more detailed scope of work included within each task noted above.

** All budget pricing noted above is lump sum.



PROPOSAL FOR ADAPTIVE REUSE FEASIBILITY STUDY
AND RESTORATION PLAN

THE UNION BUILDING

DUNSTABLE, MA | JULY 26, 2023



Spencer Preservation Group
PRESERVATION ARCHITECTS



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Spencer Preservation
Group
PRESERVATION ARCHITECTS

July 26, 2023

Mr. Jason Silva, Town Administrator
Town of Dunstable
511 Main Street
Dunstable, MA 01827
jsilva@dunstable-ma.gov

Re: Proposal for Union Building Adaptive Reuse Feasibility Study and Restoration Plan

Greetings,

Spencer Preservation Group is pleased to submit our proposal to the Town of Dunstable for the Adaptive Reuse Feasibility Study and Restoration Plan for the Union Building at 522 Main Street. The effort by the town to preserve the 1895 structure is admirable – this important building in history is in a prime location and the perfect candidate for a reuse plan, utilized by the community.

Working in partnership with the Northern Middlesex Council of Governments (NMCOG), we would be delighted to help with community engagement, outreach and planning for this project. We will not be listing any sub-consultants for this project, as our expertise at Spencer Preservation Group can outline specific areas that need addressing, and what that would entail. A progress payment schedule will be finalized during contracting, but typically Spencer Preservation Group invoices monthly based on progress.

Experience with Historic Properties

Spencer Preservation Group is an architectural firm dedicated to all aspects of historic preservation from National Register nominations to conditions assessments, historic structure reports to full architectural services. The firm consists of a group of experienced preservationists, registered architects and designers with extensive expertise.

Principal and preservationist, **Lynne Spencer**, is a seasoned expert in the field of historic preservation, with experience at some of the Commonwealth's most treasured landmarks, including Old North Church, Charles Bullfinch's First Church in Lancaster, and three H.H. Richardson buildings. Throughout her long and accomplished career, Lynne has demonstrated her expertise in sensitively activating historic properties for contemporary use – after all, the best way to preserve a building is to give a use. She has extensive experience with the adaptive reuse of surplus or redundant buildings, including the Nahant Lifesaving Station, Nahant Community Center (Valley Road School), the Prescott Building in Lancaster and Adams Heritage Center in Kingston. Principal of Architecture, **Doug Manley**, has devoted his career to the preservation of historic buildings throughout the Commonwealth. He is deeply experienced in directing the repair, restoration, and preservation of historic structures, with expertise in municipal buildings. Among his preservation projects are the Gloucester and Newburyport City Halls and Provincetown, Sandwich, and Needham Town Halls – all of which were bestowed preservation awards from the Massachusetts Historical Commission. Principal and architect, **Shawn Willett**, has over 15 years of experience in the field of architecture and has worked on numerous buildings listed on the State and Historic Registers. In recent years, Shawn had prime responsibility for several conditions assessments and feasibility studies including Southborough Town House, Rockport Old Firehouse, and the 1811 Scituate Lighthouse, for which he was intimately involved in developing plans and specifications for their restorations. **Meghan Rodenhiser** holds a master's degree in Architecture and bachelor's degree in Historic Preservation, and has boundless energy and enthusiasm for all aspects of historic building preservation and rehabilitation. She recently led a thorough comprehensive assessment

and feasibility study of the 18th century Hugh Calkins House in Norwich, Connecticut. All three individuals are invested in the economical and conscientious preservation of historic buildings, and each brings a unique perspective and expertise to the team. All our work on historic properties is guided by The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Experience with Programming and Planning for Historic Resources:

Many of our projects begin with studies. We produce a variety of planning tools for the stewards of historic properties, including master plans, historic structure reports, conditions assessments, and feasibility studies. These studies include the participation of consultants, as applicable, from relevant fields whose findings inform the execution of a project at every step from conceptual design through construction. We have worked on numerous building projects that began as studies, including Lancaster's Prescott Building turned into town offices and meeting spaces, Springfield City Hall, Fairhaven High School, and Easton's Oakes Ames Hall.

Experience with Municipalities and State Building Regulations:

We have a strong record going back decades working with municipalities, bringing beloved, but underused, buildings back to life. Our firm has worked with close to 60 Massachusetts cities and towns and is fully conversant and experienced with all state regulations, including those of the Building Code (9th edition), the Regulations of the Massachusetts Architectural Access Board (MAAB), and Americans with Disabilities Act (ADA). In recent years, we have collaborated with several municipalities on historically sensitive accessibility projects, including Sudbury's Loring Parsonage, now the headquarters of the Historical Society, Oakes Ames Memorial Hall, the Upton Town Hall, and the Grand Army of the Republic Hall in Lynn. We are also well acquainted with the public procurement regulations outlined in M.G.L. Chapter 149 and work hard to provide concise, accurate, and appropriate contract documents.

Experience with Dunstable:

The team at Spencer, Sullivan & Vogt – now at Spencer Preservation Group – enthusiastically completed the conditions assessment that focused on the exterior envelope of the Union Building in 2021. The team would be thrilled to work with the town again to continue the work to preserve the historic 1895 building with this Adaptive Reuse Feasibility Study and Restoration Plan. The Union Building is a historic landmark in the town, deserving of continued modern use, while preserving the historical treasures that make it unique.

Further, Doug Manley previously led a complete restoration of the Sarah R.S. Roby Memorial Building – the Dunstable Town Hall - directly across the street, while he worked with his old firm, McGinley Kalsow & Associates. This included a rebuilding of the front entry porch, insertion of an elevator, all new mechanical, electrical, plumbing and fire protection systems and the restoration of the main auditorium into a community assembly space.



Across the Commonwealth:

The geographic range of our work is widespread, and distance is never a deterrent to our dedication to client service. The firm has also adapted to the more widespread use of remote access platforms, such as Zoom, for continued contact with project coordinators. And while our office headquarters is in Nahant, members of the team live all over the state, and we relish face-to-face meetings and site visits. From Princeton to Fairhaven, Plymouth to Leominster, Lenox to Newburyport - we serve our clients and their projects with enthusiasm and vigor. Spencer Preservation Group is in a good position, with plenty of bandwidth, to proceed immediately with this study, making this project a priority.

Our experience with historic buildings provides us with a unique respect for their lifetime use and inherent possibilities. With great admiration for the Union Building and its importance to the local community, we would be honored to do our part in ensuring that it is practically preserved, appropriately utilized, and duly appreciated for decades to come. Should we be selected for this project, we would strive to exceed your expectations.

Sincerely,



Lynne Spencer
Principal of Preservation
lynne@spencerpreservationgroup.com



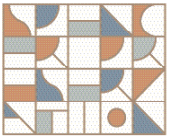
Doug Manley AIA, LEED AP
Principal of Architecture
doug@spencerpreservationgroup.com



Shawn Willett AIA, CSI
Principal
shawn@spencerpreservationgroup.com



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Spencer Preservation Group

PRESERVATION ARCHITECTS

FIRM PROFILE: Spencer Preservation Group is an architectural firm dedicated to all aspects of historic preservation from National Register nominations to conditions assessments, from historic structure reports to full architectural services. Lynne Spencer, Doug Manley, and Shawn Willett lead a team of experienced preservation architects with demonstrated capabilities and expertise. We are committed to helping clients realize their needs and ambitions for projects large and small. Communication and fundraising skills are part of the many services we offer – with dedication and enthusiasm.



Our firm acts as a passionate and vocal advocate for the buildings we touch. We integrate aesthetic considerations with the cultural, historic, and functional factors that enrich and inform our projects. With our guidance, clients create vibrant settings that link past and present – and endure for generations.

Our team is distinguished by diverse individual backgrounds. We take pride in our associates' eclectic interests and breadth of skills, which strengthen our practice. Despite our specialized skills, we are truly one practice – united by a common passion for beautiful, useful spaces that have rich stories to tell.



Our Team

Principal of Preservation:	Lynne Spencer
Principal of Architecture:	Doug Manley AIA, LEED AP
Principal, Architect:	Shawn Willett AIA, CSI
Architect:	Susan Hurst RA
Architect:	John Hecker RA
Architectural Designer:	Amy Jamison, Assoc. AIA
Architectural Designer:	Meghan Rodenhiser
Business Manager:	Caroline Metell-Willett

Our Services

In addition to comprehensive architectural and planning services for a variety of building types, we offer investigative and feasibility studies, comprehensive restoration design, and a full array of historic preservation research and documentation services.

Architectural Design

- Programming
- New construction
- Additions and expansions
- Interior design

Historic Preservation

- Exterior & interior preservation
- Building rehabilitation
- Adaptive reuse studies
- Historic structures reports

Investigative & Planning Studies

- Conditions assessments
- Feasibility studies
- Master plans
- Universal access studies
- Regulatory analyses
- Cyclical maintenance plans

Historic Resource Documentation & Grant Writing

- National Historic Landmark nominations
- National Register nominations
- Survey forms
- Grant writing & administration

Our Awards

Old Town Hall, Bedford MA: 2006 Adaptive Reuse Award, Massachusetts Historical Commission

Old Colony Historical Society, Taunton, MA: 2009 Accessible Design Award, MAAB/BSA

North Parish Church, North Andover, MA: 2011 Accessible Design Award, MAAB/BSA

Wellesley College, Wellesley, MA: 2011 Paul E. Tsongas Award for Campus Commitment & Rehabilitation, Preservation Massachusetts

First Church in Salem, Salem, MA: 2012 Preservation Award, Historic Salem

Frederic C. Adams Heritage Center, Kingston, MA: 2013 Rehabilitation & Restoration Award, Massachusetts Historical Commission

Church of the Covenant, Boston, MA: 2013 Preservation Award, Boston Preservation Alliance

Brookline Bank Headquarters, Boston, MA: 2013 Preservation Award, Boston Preservation Alliance

First Church in Lancaster, Lancaster, MA: 2014 Stewardship Award, Massachusetts Historical Commission

MIT Dept. of Facilities, Cambridge, MA: 2016 Illumination Award for Energy & Environmental Lighting, Illuminating Engineering Society, 2016 Cambridge Historical Commission Award

Ames Chapel, Hingham, MA: 2017 Restoration & Rehabilitation Award, Massachusetts Historical Commission
2017 Paul E. Tsongas Award, Preservation Massachusetts
2019 Preservation Award, Town of Hingham

Ohabi Shalom Cemetery Chapel, East Boston, MA: 2018 Preservation Award, Boston Preservation Alliance

Contact

41 Valley Road, Suite 211 | Nahant, MA 01908

(617) 227-2675 | www.SpencerPreservationGroup.com

Doug Manley, Principal of Architecture: Doug@spencerpreservationgroup.com

Shawn Willett, Principal: Shawn@spencerpreservationgroup.com

Meghan Rodenhiser, Architectural Designer: meghan@spencerpreservationgroup.com

THE LORING PARSONAGE

Sudbury, MA



The Loring Parsonage was built ca. 1730 by the Rev. Mr. Israel Loring, Sudbury's first minister. Framing evidence suggests that the first structure on the property was an early two-room house that was later encapsulated by a larger structure. The Town of Sudbury acquired the property in 1930s and used it for town offices until 2021.

As a historic house, the Loring Parsonage faced the dual challenges of maintenance and finding a new relevance in contemporary times. Our firm was engaged by the Sudbury Historical Society in 2014 to provide recommendations for the rehabilitation of the historic building for use by the Society as a headquarters and museum. While working to restore the structure, we also introduced program elements to differentiate it from being "just another historic house." Two phases started with major structural repairs and reinforcement to meet building code for assembly use. A subsequent phase included the addition of a new wing, designed to evoke the historic carriage shed but with the entrance bay glass covered, encouraging visitors to see exhibits and activities within and provided universal access and egress. Opened in July 2021, the renovated parsonage and the new addition serve as the home of the Sudbury History Center and Museum. Three galleries, archival storage, offices with research space, and a gift shop enliven the public's interaction with the Historical Society.



THE OLD FIREHOUSE

Rockport, MA



Roughly dating to 1850, Rockport's Old Firehouse is situated on the town's historic Dock Square, a handsome addition to the array of landmarks that give the village its signature character. The structure, built on a stone wharf over the harbor, has had many uses throughout its 170-year life. Historic maps suggest that it was used variably as an engine house, police station, and courthouse before being converted for use as a Veterans of Foreign Wars post upon construction of a new public safety complex in 1939. More recently, the building has been held in trust and used as a venue for community events. Once the stabilized, the Old Firehouse will once again be able to house community events, like lectures, exhibits, and craft fairs.

The Old Firehouse has for decades been marred by tumultuous weather and, of course, a changing climate. In its current state, it is unoccupied due to structural concerns and a need for sensitive envelope restoration. In 2021, the team that is now Spencer Preservation Group was commissioned to perform a conditions assessment and design for a revitalized building use. The results were plans and specifications for architectural and structural treatment, a climate resilience plan, and detailed cost estimates for phased improvements to the building and its structure.



Spencer Preservation Group
PRESERVATION ARCHITECTS

THE PRESCOTT BUILDING

Lancaster, MA



The Town of Lancaster is fortunate to enjoy a stunning collection of historic buildings surrounding its town green. The Prescott Building—along with the Town Hall, the Library, and the Charles Bulfinch-designed First Church—define the civic and cultural heart of the town. Designed in 1906 by architect Herbert D. Hale, the former Center School has a classical façade that speaks to the Renaissance Revival sweeping the country at the turn of the 20th century.

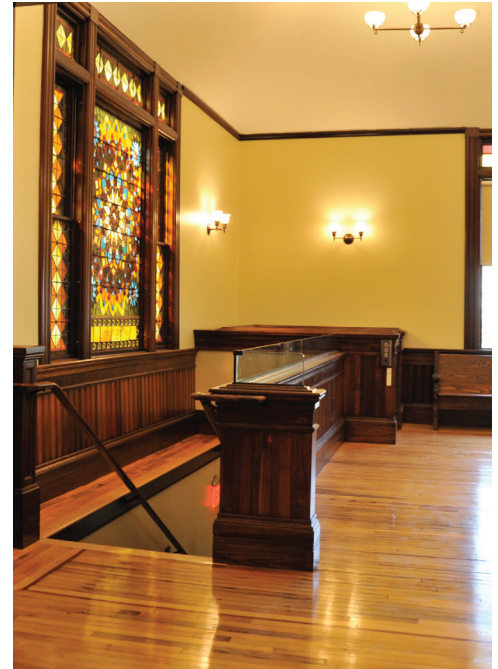
Lancaster has been a respectful steward of this archetypal Classical Revival structure, which has successfully evolved from more than a century of school use to new functionality, housing town records, a history center, and town offices. In 2011, Spencer, Sullivan & Vogt was engaged to perform a conditions assessment and feasibility study for reuse of the building, and to design and direct the rehabilitation. The construction project began in early 2017 and was completed in early 2018. It included the introduction of all new infrastructure, universal access via an added ramp, and site redevelopment for improved parking. Additional modifications included renovation to the basement, along with a water mitigation system to protect the finishes inside. All of the former school’s historic character defining features—both exterior and interior—were retained in the building renovation.



Client/owner.....Town of Lancaster
Project timeframe..... 2017-2018
Construction budget.....\$4.2 million
Reference: Orlando Pacheco, Admin.
Town of Lancaster
(774) 450-5015

THE AMES CHAPEL

Hingham, MA



The Ames Chapel is a focal point of the Hingham Cemetery, a picturesque garden cemetery and arboretum modeled after Mount Auburn Cemetery in Cambridge, Mass. Dedicated in 1887, the funerary chapel's construction was funded primarily by the husband and friends of summer resident Annie Ames (1826-1876), who is memorialized in a handsome stained glass window in the chapel's west wall.

In 2011 the cemetery board began to execute its vision for the revitalization and rehabilitation of the building as a fully accessible venue for the community, equipped to host a range of activities from weddings to lectures. Our firm was engaged to perform a comprehensive conditions assessment of the building and develop plans for its rehabilitation. With our assistance, the cemetery board successfully obtained funding to preserve the building and promote its transition to a community asset. Our spatial reconfigurations to the structure included the addition of a lounge, offices, and restrooms in the basement. The completed project was recognized with two prestigious awards in 2017: A Paul E. Tsongas Award from Preservation Massachusetts and a Restoration & Rehabilitation Award from the Massachusetts Historical Commission.



UNION SCHOOL BUILDING

Dunstable, MA



The Union School Building was constructed in 1895 and designed by Warren L. Floyd. An example of the Classical Revival style and part of the Dunstable Center Historic District, the building is on the list of Historic Buildings in Dunstable contained in the Town's Master Plan - which was cultivated from the Massachusetts Cultural Resources Information System. Originally used as a school and later as a place to host after school programs for children, the space is versatile and ready to host new events and organizations.



The architectural team at Spencer, Sullivan & Vogt - now at Spencer Preservation Group - completed a conditions assessment for the Union School Building envelope to assess current conditions of various elements of the building. This was in an effort to assist the town with its long-range future preservation planning. Observations included suggested repairs to the roof, rainwater controls, walls, openings and foundation, along with recommendations for a preservation approach and scope. The team also noted a paint job with historic colors would restore the building to its original glory.



Spencer Preservation Group
PRESERVATION ARCHITECTS

DUNSTABLE TOWN HALL

Dunstable, MA



The Dunstable Town Hall, also known as the Sarah R.S. Roby Memorial Building, is a 1907 Romanesque style building designed by Warren L. Floyd. Previously hosting myriad town businesses including the police station and library, the building has seen many uses since its debut and remains a focal point in the town – both visually and for various activities.

In 2004 after the completion of a Historic Structure and Preservation Planning study, and subsequent structural and architectural analysis, Doug Manley, project architect for the Town Hall renovation when he was with McGinley Kalsow & Associates, led a complete restoration of the building. This included repairs to the brick exterior, including rebuilding of the front entry porch, as well as to the slate and copper roofs. Renovations further provided accessibility, including a new accesible entry, elevator and restrooms. Mechanical, electrical, plumbing and fire protection systems were also completely replaced. Lastly, the main auditorium, which had been subdivided into smaller offices, was restored to its use as a community assembly space. Doug’s work on the building was honored with a Preservation Award from the Massachusetts Historical Commission.



Spencer Preservation Group
PRESERVATION ARCHITECTS

ROCKPORT COMMUNITY CENTER

Rockport, MA



The Rockport Community House was originally built as Rockport's High School in 1864, and through a series of alterations, it served as such until 1926 when Rockport required a new, larger building to accommodate rising enrollment. In 2011 the Town invested in a renovation to the building to accommodate community activities.

Spencer Preservation Group principal, Doug Manley, served as project manager for the renovation design while at McGinley Kalsow & Associates. Renovations focused on providing universal access to all floors by installing a new elevator and designing an accessible entry and rest rooms. Updated mechanical, electrical, plumbing and life safety features were introduced, while respectfully restoring character-defining features. Listed on the National Register of Historic Places, the 2011 renovations received a Preservation Award from the Massachusetts Historical Commission. Today, the building continues to serve the community for activities scheduled by the Council on Aging, and is also available as rental assembly space for public use.



Spencer Preservation Group
PRESERVATION ARCHITECTS

GEORGETOWN TOWN HALL

Georgetown, MA



The construction of the Georgetown Central School in 1905 brought to an end the system of eighteenth century one-room schoolhouses in neighborhood districts throughout the community. As such, it represented a leap into civic and educational modernity. The building is handsome and a finely-detailed civic example of the Colonial Revival style, with a dominating pedimented entrance pavilion with corners defined by paired, slender Tuscan pilasters to support a full entablature. An addition to the Georgetown High School and construction of the Penn Brook School in 1969 and 1972, respectively, rendered the Central School superfluous. The people of Georgetown were quick to give the building new life as the Town Hall, with offices and meeting space for civic functions.



Spencer Preservation Group was retained to assess and document the large historic windows throughout the building and develop treatment plans for their renewal. With assistance from grants from the Massachusetts Historical Commission and Georgetown Community Preservation Fund, the team completed a full restoration project of all windows: repairing and repainting all sash, replacing cracked and non-historic glass panes, and restoring all hardware and weatherstripping. Combined with new, high-quality, historically-sensitive storm windows, the restoration project has breathed new life into the building's windows while drastically improving their energy



Spencer Preservation Group
PRESERVATION ARCHITECTS



Doug Manley AIA

LEED AP

Principal of Architecture

Doug Manley serves as principal of architecture, and as a seasoned preservation architect with a career focus on repair, restoration, renovation and additions to historic buildings, his projects typically involve buildings listed on the State or National Register of Historic Places for public sector and institutional clients. Doug has particular experience with civic structures and has worked with over 20 historic town halls, sensitively introducing 21st-century office and assembly environments into 19th- and early 20th-century structures.

EDUCATION

Miami University, Oxford, OH
B.S. in Environmental Design
Architectural Association, London, UK
Coursework

AWARDS

BSA Accessible Design Awards
Commander's Mansion (Watertown Arsenal)
Parkman Bandstand (Boston Common)
Upton Town Hall
MHC Accessible Design Award
Sandwich Town Hall
MHC Preservation Awards
Dunstable Town Hall
Needham Town Hall
Coolidge Corner MBTA Stations

EXPERIENCE

Spencer, Sullivan & Vogt Architects
McGinley Kalsow & Associates
DiMella Shaffer
Gund Partnership

ASSOCIATIONS

American Institute of Architects
Boston Society of Architects
Association of Preservation Technology
National Trust for Historic Preservation

CERTIFICATIONS

LEED AP

APPOINTMENTS

Thesis Critic
Boston Architectural College
Historic Resources Committee
Boston Society of Architects

LICENSES+REGISTRATIONS

Massachusetts 5964
Maine 5034

PROJECTS

Frances Perkins Homestead, Newcastle, ME:

Conditions assessment, restoration, and conceptual design of Frances Perkins' family home as an educational and research facility. Funded through a 'Save America's Treasures' grant.

National Pilgrim Memorial Meetinghouse, Plymouth, MA:

Exterior restoration of Romanesque Revival church that traces its roots to the Pilgrims' original Prish of 1721. Church is being renovated as an educational center devoted to the story of the General Society of Mayflower Descendants.

Loring Parsonage, Sudbury, MA:

Rehabilitation of 18th century building for Sudbury Historical Society offices, exhibitions, and collection.

Emmanuel Church, Boston, MA:

Phased exterior restoration of 19th century masonry church designed by Alexander Rice Esty.

Church of the Covenant, Boston, MA:

Phased exterior restoration of 19th century Richard M. Upjohn-designed church, a National Historic Landmark.

Fenway Studios, Boston, MA:

Masonry restoration and installation of historically appropriate monumental windows at the studio building, a National Historic Landmark.

Oakes Ames Memorial Hall, North Easton, MA:

Conditions assessment, master plan, and phased restoration of H. H. Richardson-designed building.

Brookline Reservoir Gatehouse, Brookline, MA:

Restoration and rehabilitation of masonry gatehouse as a rest station. The gatehouse, constructed in 1848, is possibly the earliest extant example of an iron plate roof and wrought iron trusses.

Needham Town Hall, Needham, MA:

Fifteen million dollar renovation and addition to 1902 town hall, the largest appropriation of Community Preservation Act Funds to date (with McGinley Kalsow).

Tufts University, Medford Campus, MA:

Envelope restoration projects at numerous historic buildings (with McGinley Kalsow).

Harvard Radcliffe Institute, Cambridge, MA:

Renovated four 19th-century houses for fellowship study and administration facilities (with the Gund Partnership).



Spencer Preservation Group

PRESERVATION ARCHITECTS



Shawn A. Willett AIA, CSI

NCARB | LEED AP BD+C | CCS | CCCA | CDT

Principal

Shawn Willett is a registered architect, holding certifications in contract administration and construction specifying, among others. With over 15 years of experience in construction document preparation, he leverages his professional versatility to close the gap between streamlined construction documentation and the treatment of historic properties. With a background in residential and institutional architecture, his catalog of projects has grown to include numerous buildings listed on State and Historic Registers, with experience ranging from grant-writing to contract administration.

EDUCATION

Boston Architectural College, Boston, MA
Bachelor of Architecture, cum laude

AWARDS

CSI Moll/Betts Excellence Award
John Worthington Ames Scholarship *Alt*
Bob Scagliotti Scholarship *Alt*

EXPERIENCE

Spencer, Sullivan & Vogt Architects
Sullivan Buckingham Architects

ASSOCIATIONS

American Institute of Architects
Boston Society of Architects
Construction Specifications Institute
U.S. Green Building Council
NCARB
Institute of Classical Architecture & Art

CERTIFICATIONS

NCARB Certificate
CCS, Cert. Construction Specifier
CCCA, Cert. Construction Contract Admin.
CDT, Construction Document Technologist
LEED AP BD+C

APPOINTMENTS

NCARB Architect Registration Examination
Item Development Subcommittee

LICENSES+REGISTRATIONS

Massachusetts	952733
New Hampshire	4868
Vermont	134298
Maine	5110
Connecticut	14855
Rhode Island	5357

PROJECTS

1811 Scituate Lighthouse, Scituate, MA:

Conditions assessment and restoration of iconic South Shore landmark, perhaps the oldest still-standing lighthouse and keeper's house combination in the U.S. Work included assessment of the deteriorated lantern/deck, and comprehensive restoration of the tower and replication of 1930 lantern.

First Baptist Church, Boston, MA:

Restoration and stabilization of prominent stone masonry tower at 1872 H.H. Richardson church, including structural reinforcement of deteriorate wood framing, rainwater management improvements, and interior repointing.

All Souls Church, Braintree, MA:

Master plan and conditions assessment of 1904 English Revival church, leading to grant-funded work to repoint exterior masonry, chimney reconstruction, and leaded window restoration.

First Congregational Church, Natick, MA:

Conditions assessment of brick masonry tower in 1876 Gothic Revival church, leading to slate roof replacement, copperwork repair, brick repointing with wall cavity reinforcement, and repair/reinforcement of iron grille support system in belfry.

First Church in Jamaica Plain, Jamaica Plain, MA:

Comprehensive conditions assessment and master plan report for 1854 English Gothic Revival church, leading to structural stabilization of deteriorated tower masonry walls, reconstituting the washed-out collar joints with proprietary, innovated grout-injection system with no adverse visual effects.

John F. Kennedy Family Service Center, Charlestown, MA:

Conditions assessment and comprehensive slate roof replacement at 1894 Italianate school building, now serving as a family center. Work included slate roof and flashing replacement, copper gutter recreation, and wood repair/repainting.

Old West Church, Boston, MA:

Conditions assessment and multi-phased restoration of exterior facade and cupola of 1806 Federal style church, including wood restoration, terne-metal cornice repair, brick repointing, and monumental window restoration.

Newburyport High School, Newburyport, MA:

Conditions assessment and multi-phased restoration of historic woodwork and cupola at 1937 Colonial Revival school building, including stabilization of deteriorated structural framing, woodwork restoration, copper roofing and dome replacement, and restoration of gilded weathervane.



Spencer Preservation Group

PRESERVATION ARCHITECTS



Meghan E. Rodenhiser

Architectural Designer

Meghan Rodenhiser is an architectural designer whose lifelong passion for history and architecture has led her to pursue a career in historic preservation. As a graduate student, Meghan was involved in several internships during which she conducted archival research, documented existing conditions, and completed conditions assessments and treatment recommendations for several historic properties. She has experience in residential, municipal, and historic preservation projects and is keen to continue her education in all aspects of preservation, restoration, and rehabilitation.

EDUCATION

Roger Williams University, Bristol, RI
Master of Architecture, summa cum laude
B.S in Architecture, summa cum laude
B.S in Historic Preservation, summa cum laude

AWARDS

Preservation Studies Academic
Excellence Award
Honors Design Thesis Panel
Student Academic Showcase
*The Ames Building: A Reflection of Style in
the Late 19th Century*

EXPERIENCE

Civitects Architecture
Draftsman/Preservation Intern
Red Barn Architecture
Summer Intern

ASSOCIATIONS

Association for Preservation Technology
Vernacular Architecture Forum
Tau Sigma Delta Honors Society in
Architecture
Alpha Chi Honors Society

PROJECTS

Wright Tavern, Concord, MA:

Conceptual design of an accessible entrance into a 1747 tavern and National Historic Landmark.

Hugh Calkins House, Norwich, CT:

Conditions assessment, preservation plan, and feasibility study of a 1750 gambrel house for future use as a "learning lab" and genealogy center.

Oakes Ames Memorial Hall, Easton, MA:

Conditions assessment and phased restoration of an H.H. Richardson design building, including future elevator addition, HVAC and lighting upgrades, and interior restoration.

Pilgrim Hall Museum, Plymouth, MA:

Restoration and renovation of a 19th-century museum including MEP & FP upgrades, climate controlled archival space, and curatorial offices.

Grand Army of the Republic Hall and Museum, Lynn, MA:

Conditions assessment of the entire building, and its MEP & FP systems; programming analysis including ADA compliance and spatial needs assessment.

William Vernon House, Newport, RI:

Historic structures report and preservation plan of a 1708/1760 National Historic Landmark.

Fall River Historical Society, Fall River, MA:

Master plan and conditions assessment of a 1843/1870 French Second Empire style mansion leading to grant funded work to repair the slate roof, install new MEP systems, and new gallery space.

Fall River Fire Museum (Anawan Firehouse No.6), Fall River, MA:

Conditions assessment and preservation plan of a 1875 brick masonry fire and police station turned museum, leading to public funding for future repair of the roof, copper gutters, and brick masonry.

North Burial Ground Gatehouse Restoration, Fall River, MA:

Restoration and stabilization of a 1890 Romanesque Revival gatehouse including masonry cleaning and repointing, window restoration, slate roof repair, and replicated brownstone colonettes.

56 Water Street, Fall River, MA:

Historic research, conditions assessment, and preservation plan of a 1845 Greek Revival masonry building, originally part of the American Printing Company, significantly altered by a mill fire in 1941.

THESIS

The "Forgotten Role of Newport's Enslaved:

Interpreting the Institution of Slavery in Newport through the William Vernon House.



Spencer Preservation Group

PRESERVATION ARCHITECTS

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CONTACT INFORMATION

SPENCER PRESERVATION GROUP, INC.

41 Valley Road | Suite 211

Nahant, MA 01908

www.SpencerPreservationGroup.com

Doug Manley AIA - *Principal of Architecture (Principal-in-Charge)*

doug@spencerpreservationgroup.com

(617) 227-2675 x2

Shawn Willett AIA, CSI - *Principal/Architect*

shawn@spencerpreservationgroup.com

(617) 227-2675 x3

Meghan Rodenhiser - *Designer*

meghan@spencerpreservationgroup.com

(617) 227-2675 x7

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OBSERVATIONS AND UNDERSTANDING:

The lure of seeing an old building in need of TLC is unavoidable, and the walkthrough that took place on July 17 confirmed the goals described in the Request for Proposal. The Union Building is a stately reference point in the long history of the Town of Dunstable and offers the potential to continue its service to the community. Currently being used to house school programs and other children’s activities, we see immense potential for a continued use for the Union Building when it is turned over to the town early next year. An art studio was just one possibility presented during the walkthrough. But before that, the previous exterior envelope conditions assessment revealed several improvements that could be made to preserve the integrity of the building and its rich history, as well as prepare it for new and exciting uses. Observations include the safe management of lead paint-especially due to the close proximity of children at the adjoining elementary school and those that use the building, and returning the building to its historic color scheme; repairs to parts of the roof that are deteriorating to maintain optimal rainwater control; and replacement of missing or deteriorated elements, siding, and other woodwork. With these refurbishments, we also see possibilities: a historic flagpole returned to honor the country and town; a handsome venue for social and cultural uses; and a place to recall history while looking to the future.



Image 1: *Historic photos depict a distant flagpole mounted high in the entry pavilion.*



Image 2: *A vestige of the former flagpole mount still adorns the entry pavilion.*

The challenge of repurposing historic buildings for new uses is a familiar story for our firm, having worked on many examples in the 40-odd years of our collective experiences. And yet, each time, we see new challenges, new possibilities, and new experiences. But passion and hard work can open new doors (literally and figuratively), reinforce old traditions, and create new opportunities.

It begins with a review of the building assessment prepared by this same team under the prior firm, now at Spencer Preservation Group, and subsequent review of what the options - budget - are to implement such treatments. The interior will also be further assessed to determine considerations for readying the building for modern use while remaining sensitive to its historic character. Beyond that, potential reuses will consider several other things, including proximity to the active elementary school (which is attached), limited parking availability, community needs, and availability of funding.





Image 3: An exterior restoration project presents an opportunity to revisit the historic two-tone color scheme.



Image 4: 20th century paint schemes often whitewashed historic trim and siding. Fortunately, much of the wood detailing is still in good shape.

We will also review the building's envelope, structural, and infrastructure systems including mechanical, electrical, plumbing, fire protection, etc. to identify what improvements may be required for a future use and phase of work. In concert with these systems, we will review interior conditions and then move on to the regulatory – the building code, handicapped access, zoning, and any historic requirements. After these assessments and reviews, we will then pursue the 'how' part of the study - *how* is the town going to use this historical building for years to come?

A building without purpose is a building without a future. We would welcome the opportunity to collaborate with town leadership, NMCOG, the community, and Historical Commission in charting that future. That, too, must be grounded in realism, with uses that are financially realistic and sustainable long-term. We have worked with many municipal buildings that were once viewed as redundant and helped find new ways of revitalization that contribute to community life in close collaboration with municipal leadership.

To chart a course for the future, the plan will be to marry the deficiencies and re-use strategies with treatment recommendations, prioritized and phased, with cost estimates based on real-world experience. We will also recommend grant opportunities and forms of recognition that will enhance the funding prospects. In the end, the Action Plan and Project Report should be seen as a roadmap for the future revitalization of the Union Building.



APPROACH:

Preserving and adapting a structure as iconic and treasured as the Union Building for new use involves many steps. Our proposed process for the adaptive reuse feasibility study and restoration plan includes:

Task I – Start Up

- Agreement for services and start-up meeting with Town of Dunstable representatives and Building Rehabilitation Committee (1 Meeting). The purpose of this meeting will be:
 - to revisit our team’s understanding of building needs, repair history, the project budget and potential funding sources, and any relevant constraints.
 - to familiarize ourselves with town leadership’s and NMCOG’s goals for potential future uses, which will guide our assessment without limiting unrealized possibilities.
 - to finalize the project schedule (if different from the schedule proposed herein). At this time, we will also collect any relevant documentation of the building that the Town has on file, such as as-built and/or design drawings, assessment reports, specifications, historic documentation, photographs, and other resources.
- Preliminary walk-through of the building and property. Review of prior measurements, field notes, and supplemental photographic documentation of the building will be taken at this time.
- Production of digital existing conditions plans & elevations for use in assessment and reuse layouts.

Task II – Building Analysis

- Identification of character-defining historic features worthy of preservation.
- Assessment and documentation of interior conditions and building systems (electrical, HVAC) requiring attention, and how those elements mesh with the prior envelope recommendations. All treatments will be guided by the *Secretary of the Interior’s Standards for the Treatment of Historic Properties*.
- Identification of potentially hazardous materials for testing (by others, if required).
- Regulatory analysis (including egress and accessibility, per ADA and MAAB).
- Preparation of a summary assessment and recommendations for preliminary review (1 Meeting).

Task III – Adaptive Re-use

- In consultation with town leadership and NMCOG, explore possible town uses – those previously considered and new ones, especially with respect to allowed use from the regulatory analysis.
- Review other town buildings to consider potential uses and functions that could be appropriately relocated to the Union Building. Identify potential revenue-generating uses for the Union Building.
- Support the work of NMCOG to engage the public for community needs as related to building re-use (2 Meetings)
- Develop conceptual designs (simple floor plan diagrams) for re-uses, with attention called to building elements which can be retained or must be modified to support such uses.
- Meet with and review re-use options with the town, NMCOG and the public (1 Meeting)



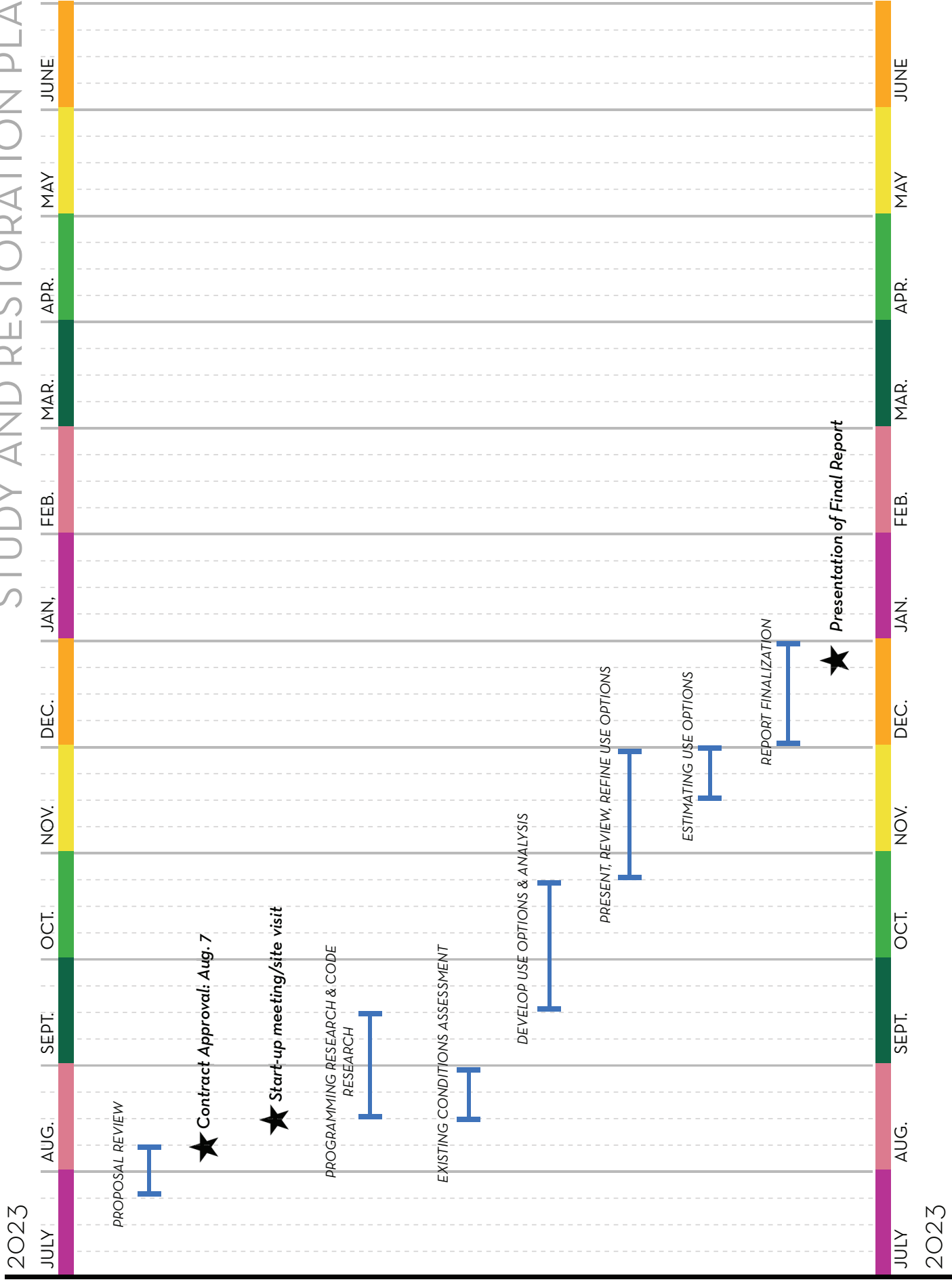
Task IV – Action Plan and Project Report

- Finalize re-use options based on Town, NMCOG, and public feedback (allow up to 3 “schemes”).
- Prepare final conceptual, diagrammatic floor plan layouts for each re-use scheme.
- Finalize building envelope, interior, and systems improvements needed to support each scheme and comply with regulatory requirements.
- Prepare an itemized *Cost Opinion* for each scheme to be used in capital planning and fundraising.
- Prepare as part of the final report an Action Plan, laying out each selected scheme and the cost opinion associated with each.
 - If necessary, SPG will also develop potential phasing strategies for each scheme to support the Action Plan.
- Meet with the Building Rehabilitation Committee to review the final draft of the Action Plan and receive feedback (1 Meeting).
- Finalize Project Report, including Action Plan, summarizing the building analysis, adaptive re-use schemes, and financial viability of each (both for funding and as revenue-generating resources).
- Delivery 2 hardcopy, bound Reports to the Committee in addition to digital PDF files.



DUNSTABLE UNION BUILDING: ADAPTIVE REUSE FEASIBILITY

STUDY AND RESTORATION PLAN



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REFERENCES

PROJECT: **The Prescott Building**
Lancaster, MA
SCOPE: Conditions assessment, reuse feasibility study, and rehabilitation of Colonial Revival school building
CONTACT: Orlando Pacheco, former Town Administrator
978.500.5855
OPacheco@geogetownma.gov



PROJECT: **Georgetown Town Hall**
Georgetown, MA
SCOPE: Preparation of MPPF grant application including Section IV conditions assessment, scope of work, budget, and outline plans and specifications
CONTACT: Orlando Pacheco, Town Administrator
978.500.5855
OPacheco@geogetownma.gov



PROJECT: **Loring Parsonage**
Sudbury, MA
SCOPE: Conditions assessment, feasibility study, renovation and addition at 18th century house
CONTACT: Mary Bulso, Owner's Project Manager
774.573.3338, mbulso@massprojects.com



PROJECT: **Southborough Town House**
Southborough, MA
SCOPE: Exterior envelope assessment, followed by comprehensive exterior restoration project
CONTACT: Mary Bulso, Owner's Project Manager
774.573.3338, mbulso@massprojects.com



Spencer Preservation Group
PRESERVATION ARCHITECTS

PROJECT: Ames Chapel
Hingham, MA
SCOPE: Conditions assessment, feasibility study, phased restoration, and rehabilitation as a community venue
CONTACT: Larry Lindner, Board Chairman
Hingham Cemetery
22 Water Street
Hingham, MA 02043
781.740.9163, larrylindner@verizon.net



PROJECT: Rockport Old Firehouse
Rockport, MA
SCOPE: Conditions assessment and design for a revitalized community use
CONTACT: Monica Lawton, Committee Chair
617.875.9632, monicalawton2@gmail.com



PROJECT: Rockport Community Center
Rockport, MA
SCOPE: Design and renovation of building to accommodate community activities
CONTACT: Monica Lawton, Committee Chair
617.875.9632, monicalawton2@gmail.com



ADDENDA ACKNOWLEDGMENT

Union Building Adaptive Reuse Feasibility Study and Restoration Plan

The bidder or proposer must complete and sign this form and submit it with each bid.

PROJECT NAME: Union Building Adaptive Reuse Feasibility Study and Restoration Plan

Addendum Number(s) (Can be listed on one line or separate lines):

1 & 2

The undersigned hereby acknowledges receipt of the addenda listed above and has taken the information contained therein into full consideration in the formulation of each bid. Failure to acknowledge receipt of each addendum may be cause for rejection of the Bid.

Company Name: Spencer Preservation Group

Printed Name: Doug Manley

Title: Principal of Architecture

Signature:  Date: 7/18/2023

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Exhibit A

Scope of Services

**(SCOPE OF SERVICES DESCRIBED IN
"UNDERSTANDING & APPROACH")**

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Exhibit B

Certificate of Non-Collusion

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



Signature of person signing bid or proposal

Doug Manley, Principal of Architecture

Printed Name of person and title

Spencer Preservation Group

Company name

July 24, 2023

Date

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NOT APPLICABLE

Exhibit D

SOMWBA Certification

Date of Certification by State Office of Minority and Women Business Assistance (SOMWBA)

(EXHIBIT D NOT APPLICABLE)

Authorized Signature

Date

Printed Name

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Union Building Adaptive
Reuse Feasibility Study and
Restoration Plan
Comparative Evaluation
Criteria

Evaluation Criteria	Highly Advantageous (3)	Advantageous (2)	Not Advantageous (1)	Evaluator		JR		TD		SK	
				BW	BW	BRS	Spencer	BRS	Spencer	BRS	Spencer
Relevant experience of proposer and/or proposed project staff	The proposer has at least five (5) years of experience consulting with municipalities on projects of similar size and scope to this project.	The proposer has at least three (3) years of experience consulting with municipalities on projects of similar size and scope to this project.	The proposer has less than three (3) years of experience consulting with municipalities on projects of similar size and scope to this project.								
				3	3	3	3	2	3	2	3
Evaluation of the proposed plan	The proposal contains a clear and comprehensive plan that addresses all the project objectives stated in the RFP.	The proposal contains a clear plan that addresses most of the project objectives stated in the RFP.	The proposal does not contain a clear plan that addresses most of the project objectives stated in the RFP.								
				1	3	2	3	2	3	2	3
Staffing plan and methodology	The proposal includes a detailed, logical, and highly efficient scheme for producing a complete report that addresses all the required issues.	The proposal includes a credible scheme for producing a complete report that addresses all the required issues.	The proposal is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to produce a complete report that addresses all the required issues.								
				1	2	1	3	1	2	2	3
Proposer's demonstrated ability to complete projects on a timely basis	All of the proposer's references indicate that the projects were completed on schedule or with minimal, insignificant delays.	Only one of the proposer's references indicates that the project was completed with substantial delays attributable to the proposer, and no current project or project completed in the last three years experienced substantial delays attributable to the proposer.	Two or more of the proposer's references indicate that the project was completed with substantial delays attributable to the proposer, and no current project or project completed in the last year experienced substantial delays attributable to the proposer.								
				2	3	2	3	2	2	1	3
TOTALS				7	11	8	12	7	10	7	12

Other Considerations	
SK Comments:	
BRS	
Note 1: Experience criteria states "with municipalities", however only 1 project with BRS was with a town library, the others historic, but not municipally owned.	
Note 2: BRS response seems to reiterate RFP scope, not much detail beyond that.	
Note 3: Methodology of BRS proposal was lacking detail, contained the components as stated in the RFP	
Spencer	
Note 1: Many municipal projects listed as well as non-municipal historic renovations	
Note 2: Very detailed "Observations and Understanding" included in proposal	
Note 3: Very detailed "Approach" included in proposal	
References: Based on the summary provided, it appears as though projects for Spencer were timely as responses were positive. It appears that BRS references provided do not demonstrate their ability to complete the project on a timely basis (one not started and stated it was "minimal work").	
TD Comments:	
BRS	Spencer
Pros:	Pros:
Experience, previous Dunstable resident	specific experience with "reuse" of historic bldgs & state and city govts, work on Dunstable town hall & initial assessment, experience with grant writing, shorter timeline
Cons:	Con: none specifically standout, however, we should consider their performance on the town hall and initial assessment
Little details about executing plan, timeline too long, no mention of grant/fund support	

Avg By Question	BSR	Spencer	Totals By Question	BSR	Spencer
Q-1	2.5	3	Q-1	10	15
Q-2	1.75	3	Q-2	7	15
Q-3	1.25	2.5	Q-3	5	13
Q-4	1.75	2.75	Q-4	7	14
Avg - All Questions	7.25	11.25	Totals - All Questions	29	45

TOWN OF DUNSTABLE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (this "Agreement") between the **Town of Dunstable**, a Massachusetts municipal corporation with a mailing address of 511 Main Street, Dunstable, Massachusetts 01827, acting by and through its Board of Selectmen (the "Town"), and Spencer Preservation Group with a mailing address of 41 Valley Road, Suite 211, Nahant, MA 01908 (the "Contractor"), is effective as of the _____ day of August, 2023 (the "Effective Date"). The Town and the Contractor are together the "Parties" and individually a "Party." In consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES:

The Town hereby retains the Contractor and the Contractor hereby agrees to provide professional architectural and planning services for the Town as set forth in Exhibit A (the "Scope of Services"). The Contractor agrees that time is of the essence of this Agreement.

ARTICLE 2: PERFORMANCE STANDARD:

In the performance of the Services, the Contractor, and those it is responsible for, shall exercise the generally accepted professional standard of care ordinarily used by professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity. Substandard services shall be deemed a breach of this Agreement. By entering this Agreement, the Contractor represents to the Town that it has the skill, qualifications, experience, equipment, and workforce necessary to complete the Scope of Services.

ARTICLE 3: TERM

This Agreement shall commence on the Effective Date and continue until completion of the Scope of Services, or January 31, 2024, whichever occurs first (the "Term"), unless such term is extended by mutual agreement of the Parties.

ARTICLE 4: TERMINATION:

This Agreement may be terminated before the expiration of the Term as follows:

- (a) By mutual written agreement, duly entered by the Town and the Contractor, upon such terms and conditions as may be acceptable to the Parties at the time of termination; or
- (b) At any time, by the Town for convenience, in its sole and absolute discretion.

If this Agreement is terminated by the Town, the Contractor shall be entitled to compensation for services rendered up to the date of such termination.

ARTICLE 5: COMPENSATION:

- (a) The Town shall pay the Contractor within thirty (30) days after receipt of an invoice, and based upon the fee schedule provided in Exhibit A.
- (b) The Town shall not be obligated to pay more than Twenty Five Thousand Dollars (\$25,000) in the aggregate for the Scope of Services.

ARTICLE 6: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 7: CONTRACT DOCUMENTS:

The following documents form the entire contract between the Parties and all are as fully a part of this Agreement as if attached to hereto or repeated herein:

- (a) Scope of Services;
- (b) Certificate of Non-Collusion;
- (c) Certificate of Tax Compliance; and
- (d) Spencer Preservation Group price and non-price proposals.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 8: INSURANCE:

Prior to commencement of the Scope of Services, the Contractor shall provide to the Town Certificates of Insurance for the following insurance coverages:

- (a) Workmen's Compensation coverage as required by statute;
- (b) General Liability Insurance, \$1,000,000 minimum limits per occurrence and \$1,000,000 aggregate written on an occurrence basis, and listing the Town as an additional insured;
- (c) Comprehensive Automobile Liability Insurance with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident; and
- (d) Professional Liability Insurance covering errors and omissions in the amount of \$1,000,000 per each occurrence and \$1,000,000 in the general aggregate.

All policies shall be written by a company licensed to do business in the Commonwealth of Massachusetts with a minimum A.M. Best rating of A- VII. The Contractor shall maintain these required insurance coverages at all times during the Term. The Town shall be a certificate holder of such insurance coverage and shall be entitled to notice of any cancellation of the policies within thirty (30) days of the effective date of such cancellation. The coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of the Contractor.

ARTICLE 9: INDEMNIFICATION:

Notwithstanding the availability and policy limits of any insurance and to the greatest extent allowed by law, the Contractor shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives, from and against any and all claims, liens, liabilities, judgments, costs, expenses, and direct and consequential damages, including reasonable attorney's fees, using the attorney of the Town's choosing, arising out of or in any way related to the acts or omissions of the Contractor, including but not limited to bodily injury, personal injury, or property damage. The Contractor further agrees to reimburse the Town for damage to the Town's property caused by the Contractor, its employees, agents, contractors, or materialmen. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist under applicable law. This paragraph shall survive the termination of this Agreement.

ARTICLE 10: RIGHT TO MATERIALS AND DATA:

Upon the expiration or the termination of this Agreement for any reason, all data, drawings, schematic designs, specifications, reports, estimates, summaries, and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Town and the Contractor shall immediately deliver or otherwise make available all such material to the Town in formats chosen by the Town.

ARTICLE 11: EFFECT OF FINAL PAYMENT:

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

ARTICLE 12: RELATIONSHIP OF THE PARTIES:

The Parties acknowledge and agree that the Contractor is an independent contractor and no employee or agent of the Contractor shall establish an employee/employer relationship with the Town or be entitled to receive any benefits from the Town. Nothing in this Agreement shall be construed to create a relationship between the Contractor and the Town of a partnership, association, or joint venture.

ARTICLE 13: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

ARTICLE 14: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 15: ENTIRE AGREEMENT; AMENDMENTS:

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, written or oral, between the Parties. No change or modification of this Agreement shall be valid unless it is in writing and duly entered by both Parties.

ARTICLE 16: HEADINGS:

The paragraph headings in this Agreement are for convenience only and in no way define limit or describe the scope or intent of any provisions or sections of this Agreement.

ARTICLE 17: SEVERABILITY:

If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect, and will in no way be affected, impaired or invalidated so long as the underlying intent of this Agreement can be maintained.

ARTICLE 18: CONFLICT OF INTEREST:

The Contractor's attention is called to M.G.L. c. 268A. The Contractor shall not act in collusion with any Town officer, agent, employee, or any party regarding this Agreement, nor shall the Contractor make gifts regarding this Agreement or any other matter in which the Town has a direct or substantial interest.

ARTICLE 19: CERTIFICATION AS TO PAYMENT OF TAXES:

Pursuant to M.G.L. c. 62C, § 49A, by signing this Agreement the Contractor certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Contractors, and withholding and remitting of child support.

ARTICLE 20: NOTICE:

Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

If to the Town:

Town of Dunstable

ATTN: Town Administrator

Email: jsilva@dunstable-ma.gov

If to the Contractor:

ATTN: _____

Email: _____

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the

sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

ARTICLE 21: EXECUTION IN COUNTERPARTS:

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Town of Dunstable

[Contractor name]

By: _____
Name: Ronald Mikol
Title: Chair, Board of Selectmen

By: _____
Name: Doug Manley
Title: Principal of Architecture

Exhibits and Certificates

- A. Scope of Services
- B. Certificate of Non-Collusion
- C. Certificate of Tax Compliance
- D. Spencer Preservation Group Price and non-price proposal

Exhibit A

Scope of Services

- 1) Review existing condition assessment of the building
 - a. Consider options for implementing exterior restoration
 - b. Develop plan to rehabilitate and restore interior of building taking into consideration its future reuse and availability of funding
 - c. Identify potential funding sources for implementation of recommendations of the condition assessment report
- 2) Identify viable adaptive reuse option(s) for the building taking into consideration:
 - a. The Town will retain ownership of the building
 - b. Costs to the Town (capital and ongoing operational)
 - c. Revenue generation
 - d. Parking needs
 - e. ADA compliance requirements
 - f. Existing building systems (heating, plumbing, sewer, etc.) and any code deficiencies
 - g. Best adaptive reuse utilization of building by analyzing the layout, floor space, and existing assets
- 3) Costs estimates for interior restoration/rehabilitation
- 4) Public Meetings and Engagement
 - a. The architectural and/or planning firm will work with the Northern Middlesex Council of Governments (NMCOG), who will be leading the community engagement efforts for the project (see NMCOG scope of work in Attachment A)
 - b. Supporting the work of NMCOG to create an active, diverse, and creative community engagement plan and program
 - c. Providing professional and technical expertise at internal and external meetings
 - d. Participating in a series of public meetings (1-2) and meetings of the Union Building Rehabilitation Committee (2-3), and a stakeholder meeting (Historical Commission, Community Preservation, Select Board, Planning, etc.)
 - e. Assisting in the creation of collateral materials to support the community engagement portion of the project
- 5) Contributing to final Action Plan and Project Report
 - a. Providing materials, cost estimates, reuse options, and other project recommendations to NMCOG for inclusion in the Union Building Action Plan and final Project Report.
 - b. Participate in the review, revision, and comment resolution process of developing the Action plan and final Project Report.
- 6) As described in "Understanding and Approach" in the Spencer Preservation Group's proposal

Exhibit B

Certificate of Non-Collusion

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

Signature of person signing bid or proposal

Printed Name of person and title

Company name

Date

Attachment C

Revenue Enforcement and Protection Certification (REAP)

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

ENTITY NAME: _____

By: _____

Authorized signature

Date

Name of person signing above (type/print)

Business address

Telephone Number

Exhibit D

Attached proposal from Spencer Preservation Group.

ARPA Reallocation	
Project	Amount
Town Hall - Irrigation	\$5,342.27
Town Hall - Electrical	\$2,668.73
Town Hall - HVAC	\$1,811.13
Library - Electrical	\$900.00
Fire - HVAC	\$6,250.00
Fire - Electrical	\$6,227.87
Total	\$23,200.00

ESTIMATE

**Multiplex Electrical Solutions
LLC**
393 Forest St
Dunstable, MA 01827

steve@multiplexelectrical.com
+1 (978) 877-1150
multiplexelectrical.com



Jason Silva

Bill to

Jason Silva
Town of Dunstable
511 Main Street
Dunstable, Ma 01827 USA

Estimate details

Estimate no.: 1032
Estimate date: 07/28/2023
Expiration date: 08/27/2023

Product or service	Amount
1. HVAC Controls	1 unit x \$2,668.73
Service date: 07/27/2023	
Troubleshoot Air handler, Air condenser, thermostat, Transformer, fuses, circuitboard, and all wiring involved in Air handling unit serving basement offices etc. Install new transformer, Thermostat, circuitboard and fuses and correct wiring to Thermostat, Air condenser and internal wiring in Air handler that was wired incorrectly and abandoned.	
Rinse off and clean Air condenser serving the basement offices. Check filter in Air Handler and replace if needed.	
Work already performed:	
(07-18-23) 3 Hours	
(07-19-23) 6.5 Hours	
Total	\$2,668.73
Expiry date	08/27/2023

ESTIMATE



**Multiplex Electrical Solutions
LLC**
393 Forest St
Dunstable, MA 01827

steve@multiplexelectrical.com
+1 (978) 877-1150
multiplexelectrical.com

Dunstable Fire Dept

Bill to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Ship to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Estimate details

Estimate no.: 1034
Estimate date: 07/31/2023
Expiration date: 08/31/2023

Product or service	Amount
1. Fire Alarm	1 unit x \$1,206.00
Service date: 07/31/2023	
Installation of a new Fire-Lite MS-4 Fire Alarm Panel with (2) new batteries.	
Total	\$1,206.00
Expiry date	08/31/2023

ESTIMATE



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Dunstable Fire Dept

Bill to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Estimate details

Estimate no.: 1033
Estimate date: 07/31/2023
Expiration date: 08/30/2023

Product or service	Amount
1. Services	\$1,050.00
Installation of Electrical feed from existing 120/240V single phase service to disconnect controlling HVAC mini split outdoor unit located adjacent to Electrical service. Installation of Electrical feed from HVAC outdoor unit to HVAC indoor unit.	
Total	\$1,050.00
Expiry date	08/30/2023

ESTIMATE

Nick's Heating and Cooling
19 Palmer Rd
Pepperell, MA 01463

NickTheBurnerGuy@gmail.com
978-877-0250
www.facebook.com/THEBURNERGUY



Dunstable Fire Department

Bill to

Dunstable Fire Department
28 Pleasant Street
Dunstable, MA 01827

Ship to

Dunstable Fire Department
28 Pleasant Street
Dunstable, MA 01827

Estimate details

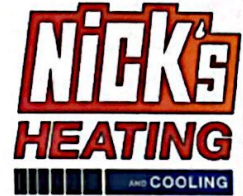
Estimate no.: 1051
Estimate date: 07/31/2023
Expiration date: 08/31/2023

Product or service	Amount
1. New Installation	1 unit x \$350.00
Installation of condensate neutralizer in existing condensate line from attic furnace. Currently there is no neutralizer in place and it is deteriorating the block wall. Price includes material and labor to install neutralizer and extend piping out a short distance from the building to keep condensate from dripping into block wall.	
Total	\$350.00
Expiry date	08/31/2023

ESTIMATE

Nick's Heating and Cooling
19 Palmer Rd
Pepperell, MA 01463

NickTheBurnerGuy@gmail.com
978-877-0250
www.facebook.com/THEBURNERGUY



Dunstable Fire Department

Bill to

Dunstable Fire Department
28 Pleasant Street
Dunstable, MA 01827

Ship to

Dunstable Fire Department
28 Pleasant Street
Dunstable, MA 01827

Estimate details

Estimate no.: 1050
Estimate date: 07/31/2023
Expiration date: 08/31/2023

Product or service	Amount
1. New Installation	1 unit x \$5,900.00
Installation of new 18,000 BTU Samsung Mini Split Heat Pump. Indoor unit to be installed in location of existing unit and new outdoor condenser to be wall mounted directly outside building on opposite side of wall. This price does not include required wiring (to be done by licensed electrician.). Removal of old equipment and recovery/proper disposal of existing refrigerant also included in price.	
Total	\$5,900.00
Expiry date	08/31/2023

ESTIMATE



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393 Forest St
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steve@multiplexelectrical.com
+1 (978) 877-1150
multiplexelectrical.com

Dunstable Fire Dept

Bill to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Ship to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Estimate details

Estimate no.: 1038
Estimate date: 08/07/2023

Product or service	Amount
1. LED Lighting Service date: 08/07/2023 Take down existing T12 fluorescent lighting (10) 4' strips, (9) 8'strips, (1) 2x4 drop in. and replace them with new LED lighting fixtures. (Discarding of old fixtures by others.)	1 unit x \$3,886.00 \$3,886.00
Total	\$3,886.00

ESTIMATE



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Dunstable Fire Dept

Bill to

Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Ship to

Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Estimate details

Estimate no.: 1037
Estimate date: 08/07/2023
Expiration date: 09/07/2023

Product or service	Amount
1. Air Compressor Service date: 08/07/2023 Installation of a 40A 208V three phase feed from main electrical service to back garage disconnect switch servicing the air compressor motor starter. removal and rework of existing disconnect switch to make room for new compressor disconnect, starter and PlymoVent Disconnect and control panel.	1 unit x \$2,314.00 \$2,314.00
Total	\$2,314.00
Expiry date	09/07/2023

ESTIMATE



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LLC**
393 Forest St
Dunstable, MA 01827

steve@multiplexelectrical.com
+1 (978) 877-1150
multiplexelectrical.com

Dunstable Fire Dept

Bill to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Ship to
Dunstable Fire Dept
28 Pleasant Street
Dunstable, MA 01827 USA

Estimate details

Estimate no.: 1036
Estimate date: 08/07/2023

Product or service	Amount
1. PlymoVent Exhaust System Service date: 08/07/2023 Installation of a two pole 40A electrical feed from the main electrical service to the back garage. Installation of a disconnect switch servicing the PlymoVent automatic start control panel. Installation of of feed out of control panel to a disconnect switch servicing the Exhaust fan blower. Installation of low voltage out of control panel to service a 24V pressure switch.	1 unit x \$4,280.00 \$4,280.00
Total	\$4,280.00



Cool-Rite Mechanical
100 Sky Top Lane
Dunstable, MA 01827
978-251-1281

Invoice 17811839
Invoice Date 8/7/2023
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
TOWN OF DUNSTABLE
511 Main Street
Dunstable, MA 01827 USA

Job Address
Town Of Dunstable
511 Main Street
Dunstable, MA 01827 USA

Description of Work

The evaporator coil in the basement air handler is plugged with dust. The dirty evaporator coil is restricting the air through the coil and causing the system to freeze. While i was here i inspected the other units evaporator coils and filters. The town clerks filter was really dirty and the evaporator coil for that unit was beginning to freeze.

I put gauges on the towns clerks office system and found that it is low on refrigerant. The system has a leak and lost some of its charge.

I ordered 4 filters for the basement unit that should be in in a couple of days. I will come back and install those and leave the three spares up in the attic.

Task #	Description	Quantity
CLE-130	Clean the evaporator coil in place to ensure proper airflow and air quality in the HVAC system.	1.00
T800030	Diagnosis Level 1Up to 15 Min for simple issues	1.00
	Not every system issue is quickly diagnosed and they require additional time. We want to make sure that we look at all possible causes so that we may present you with a proper repair quote.	
	MPT:15.000000	

Materials

Material	Description	Quantity
AF - 20x20x1	20x20x1 Air Fliter	1.00
AF - 20x25x1	20x25x1 Air Fliter	1.00

Sub-Total \$807.71
Tax \$0.00
Total Due \$807.71
Balance Due \$807.71

Thank you for choosing Cool-rite Mechanical

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

I have inspected all of the work done by [the contractor] pursuant to the contract terms agreed by me at [LOCATION] [the location described in the contract]. I find that all work has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed by [the contractor] to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor pursuant to the contract as agreed.



Cool-Rite Mechanical
100 Sky Top Lane
Dunstable, MA 01827
978-251-1281

Estimate 17817705
Job 17811839
Estimate Date 8/7/2023
Customer PO

Billing Address
TOWN OF DUNSTABLE
511 Main Street
Dunstable, MA 01827 USA

Job Address
Town Of Dunstable
511 Main Street
Dunstable, MA 01827 USA

Estimate Details

Top off system with r-410a refrigerant and add sealer and dye to the system: The unit that cools the clerks office is low on refrigerant. When i inspected the evaporator section the unit was partially frozen. The filter was plugged so i defrosted the evaporator and then put gauges on the system. The system is low and is leaking.

Task #	Description	Quantity
RRL-160	Add 1-3 lb R-410A Refrigerant	1.00
RRL-200	Install leak sealant to prevent and seal existing leaks in your HVAC system.	1.00

Sub-Total	\$984.33
Material Tax	\$19.09
Total	<u>\$1,003.42</u>

Thank you for choosing Cool-rite Mechanical

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by [the contractor] as a good faith estimate of work to be performed at [LOCATION][the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Customer:

Jason Silva
Town of Dunstable
511 Main St
Dunstable, MA 01827

Property:

Dunstable, Town: Town Hall
Town Hall
511 Main St
Dunstable, MA 01827

Heavy Repair - Prevailing wage

HEAVY REPAIR WORK:

- Zone #1 - Replace (1) clogged, obstructed or damaged nozzle(s)
- Zone #2 - Replace (1) damaged or malfunctioning head(s) - Need install head and replace damage 1" poly fitting
- Zone #8 - Replace (1) non-rotating head(s)
- Zones 3,4,5 and 6 located in the island in the front of the building are not working electronically. Need to locate and fix or replace the wire if necessary

Between those 4 zones (3,4,5 and 6):

- 1st zone in the middle of the grass is ok, we just need to adjust nozzles to do not overspray the road
- 2nd zone need to replace (4) damaged rotor heads
- 3rd zone need to install an additional 3 rotor heads
- 4th zone need to install an additional 4 Rotors
- Replace all 4 valves for zones on the island (while testing manually all valves were leaking)
- Replace rain sensor

Heavy Repair -Prevailing Wage

System Improvements Prevailing Wage

Items	Quantity	Unit	Price/Unit	Price
30' Rotor Installed - Installation Division	13.00	Each	\$97.29	\$1,264.77
Lateral Installed (per 30' head) - Installation Division	13.00	Each	\$157.63	\$2,049.19
1" Valve Installed (per overhead zone) - Installation Division	4.00	Each	\$149.67	\$598.69
1" Mainline w/Conventional Wire (per 250') - Installation Division	1.00	Each	\$980.52	\$980.52
SENSOR Irritrol Rain Sensor Wireless	1.00	EA	\$187.17	\$187.17
NOZZ RTR Hunter I-20 Nozzle	1.00	EA	\$1.98	\$1.98
Irrigation Misc Fittings	1.00	Each	\$130.00	\$130.00

System Improvements Prevailing Wage: \$5,212.32

PROJECT TOTAL: \$5,212.32



PO Box 1484
Concord, MA 01742

Invoice 4259

Date	PO#
07/13/23	
Sales Rep	Terms
Flavio Laguna	Net 30

Bill To
Jason Silva Town of Dunstable 511 Main St Dunstable, MA 01827

Property Address
Dunstable, Town:Town Hall Town Hall 511 Main St Dunstable, MA 01827

Item	Qty / UOM	Rate	Ext. Price	Amount
#6251 - QC Follow Up-QT				
QC/Follow Up/Compliance - 07/12/2023				\$129.95
Labor - Installation - 07/12/23	1.13 Hrs	\$115.00	\$129.95	

Subtotal	\$129.95
Sales Tax	\$0.00
Total	\$129.95
Credits/Payments	(\$0.00)
Balance Due	\$129.95

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$5,417.94	\$0.00	\$0.00	\$0.00	\$0.00

ESTIMATE

**Multiplex Electrical Solutions
LLC**
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steve@multiplexelectrical.com
+1 (978) 877-1150
multiplexelectrical.com



Jason Silva

Bill to

Jason Silva
Town of Dunstable
511 Main Street
Dunstable, Ma 01827 USA

Estimate details

Estimate no.: 1031
Estimate date: 07/28/2023
Expiration date: 08/27/2023

Product or service	Amount
1. Electrical Services	1 unit x \$2,900.00
Service date: 07/27/2023	
(07-18-23) Work already performed - Troubleshoot and repair (2) light poles and made safe and respliced wires on damaged pole that was knocked over by plow (3 hours).	
Estimate - Remove old shades in light pole fixtures and clean lenses, replace light bulbs that need replacement with light bulbs in storage at Library. Try to repair damaged light pole head that is falling off. Add 14" x 14" x 6" WP junction box in place of barrel covering old light pole base that was knocked over by plow.	
Install single pole switch in library to control two new LED floodlights shining on each side of the parking lot as requested by Mary Beth.	
Total	\$2,900.00
Expiry date	08/27/2023

Town Administrator Update

August 15, 2023

FY25 Budget

FY25 budget worksheets have been updated and are ready to distribute. As you know, we are planning to start the budget process earlier than has been typical to better align our budget process with the School District and Town of Groton's budget process.

Capital Improvement Plan

Work to create a Capital Improvement Plan for FY24-FY28 has begun. We have had an initial capital planning meeting with relevant departments and board/committees. I am now working to put together a draft plan to review and finalize with departments.

Town-School Budget Working Group

As you know, given the current finances of the Town, I have reached out to the school district and town officials to create a budget working group to begin the work of developing a consensus budget early in the fiscal year. Members include: Select Board Chair, Advisory Board Chair, Dunstable School Committee Representatives, School Superintendent, School Director of Finance and Operations, and me. I am currently coordinating with members of the working group to schedule our first meeting.

HVAC/Ceiling Repairs at Town Hall

The project to replace the HVAC unit for the Select Board Meeting Room and repair the ceiling in the upstairs office space is close to being complete. Service Master owes us one last visit of additional cleaning and affixing the fire alarm and light fixture. The remaining work should be complete this week.

Bandstand Invitation for Bids

The IFB for the renovation of the bandstand is close to being finalized and should be ready to issue this week or next week. Thanks to the Highway Department, in particular, Dave Tully and John Franzek, for their help to pull together the scope of work.

FY23 Cash Reconciliation

We had a team meeting with the Town Accountant and Mass MuniFin, our consultant, to work towards finalizing reconciling cash for FY23. We are close, and Mass MuniFin was onsite yesterday (Monday) working with Bonnie to reconcile the variances that remain. Mass MuniFin is scheduled to be back in Dunstable at the end of the month.

Regional Economic Development Discussion – Invitation from Representative Scarsdale

I received a call from Representative Scarsdale last week about Dunstable participating in a regional economic development discussion convened by her office. As I understand it, each

community has their Town Administrator/Town Manager, a member of the Select Board, and a member representing the historic interests of the town. Their next meeting is Tuesday, September 19th from 9:00 – 10:30 AM.

Treasurer/Collector position

As you know, the shared Treasurer/Collector position with the Town of Pepperell has been posted. We are currently trying to coordinate the first round of interviews for this Thursday and will determine a process moving forward, following the first-round interviews.

FY24 State Budget

The Governor has finally signed the FY24 state budget. A few things of note for the Town:

- Total local receipts for the Town of Dunstable: \$382,687. Original Governor's budget: \$379,303
- Total charges to the Town of Dunstable: \$2,323
- Total local receipts less charges for the Groton Dunstable School District: \$11,548,831. Original Governor's budget: \$11,235,497
- Major variance for school district is in regional transportation increasing from \$883,105 to \$1,095,050
- Fire Chief's command vehicle: \$50,000
- Joint Grass Brook culvert: \$250,000

Town IT

Representatives from the Town of Tyngsborough visited Town Hall today (Tuesday) to discuss their proposal in greater detail and also look at our IT infrastructure in Town Hall and the Police Department. We have also been notified by Umbral Technologies that they are no longer able to provide month-to-month services and will be terminating those services at the end of this month. The visit and discussion went well, and I anticipate making a recommendation to the Select Board very soon.

Groton Town Manager's Tri Comm Budget Meeting

I attended a meeting of the Groton Town Manager's Tri Comm Budget Meeting last night (Monday). It was a good opportunity for me to hear directly from the Schools and the Town of Groton about their financial outlook for FY25. Current spending projections for the school would increase the assessment to Dunstable by 14.5% or \$1.12 million. To give you a frame of reference, for this fiscal year (FY24) the Town's school assessment increased by 7.5% or \$541,257.