



LANCASTER SELECT BOARD
Meeting Agenda
Mary Rowlandson Elementary Auditorium
Wednesday, May 3, 2023
6:00 P.M.

In accordance with the Open Meeting Law, please be advised that this meeting is being recorded and broadcast over Sterling-Lancaster Community TV

I. CALL TO ORDER

Chair Stephen J. Kerrigan will call the meeting to Order at 6:00 P.M. to be held at the Mary Rowlandson Elementary Auditorium Stage, located at 103 Hollywood Drive, Lancaster, MA 01523

II. APPROVAL OF MEETING MINUTES

Review and take action on the following Select Board's Meeting Minutes: April 18, 2023

III. PUBLIC COMMENT

Opportunity for the public to address their concerns, make comments and offer suggestions on operations or programs, except personnel matters. Complaints or criticism directed at staff, volunteers, or other officials shall not be tolerated.

IV. ADMINISTRATION, BUDGET, AND POLICY (Vote may be taken)*

1. Memorandum of Understanding: Town of Lancaster and MassDevelopment, DCAMM Property Acceptance of Grant, Phase I and Assessment, DCAMM Property
2. Open.gov platform, update/finances
3. Town Meeting, FY24 Budget or 2023 Annual Election Matters (as needed)

V. COMMUNICATIONS

- Annual Town Election will be held on Monday, May 8, 2023, from 7:00am-8:00pm at the Town Hall Auditorium
- Select Board's next Regular Meeting will be held on Monday, May 15, 2023, at 6:00pm

VI. ADJOURNMENT

APPROVAL OF MEETING MINUTES



**LANCASTER SELECT BOARD
Regular Meeting Minutes
of Tuesday, April 18, 2023, 5:00 P.M.
Town Hall Auditorium**

I. CALL TO ORDER

Chairman Stephen J. Kerrigan called the meeting to order at 5:00PM and advised that the meeting was being broadcast by Sterling Lancaster Community Television.

Roll call vote taken, Jason A. Allison, present, Alexandra W. Turner, present, Stephen J. Kerrigan, present. Also present, Kate Hodges, Town Administrator.

II. APPROVAL OF MEETING MINUTES

Review and take action on the following Select Board's Meeting Minutes:
March 20, 2023; March 23, 2023; March 27, 2023; April 3, 2023, and April 7, 2023.

Ms. Turner asked to take March 20 separately since she was not present at that meeting.

Ms. Turner moved to approve the minutes of March 23, 2023; March 27, 2023; April 3, 2023, and April 7, 2023. Mr. Allison seconded. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Mr. Allison moved to approve the minutes of March 20, 2023. Mr. Kerrigan seconded the motion. *Vote taken, Alexandra W. Turner, Abstain; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [2-0-1]*

III. NEW BUSINESS

1. Review and accept proponent and opponent statements for 2023 Annual Election Ballot Question #1 as outlined in Lancaster's Special Act of 2024.

Ms. Hodges explained the statements to the Board. Mr. Kerrigan noted that the Board had assigned Ms. Hodges to write the proponent statement and Cheryl Gariepy, Finance Director, to write the opponent statement. Ms. Hodges read the statements. Ms. Turner asked if the Warrant was still being mailed and if so, could these statements be included. Ms. Turner asked if the Board was comfortable with the statement that affirmative action on the override vote would avoid future override requests. Mr. Allison suggested adding the word "hopeful"

and some discussion was held about saying “near years” or some suggestion that an override would not be sought soon. Ms. Hodges suggested changing language to say that an affirmative vote “reduces” the chance of an override request in future years. Ms. Turner asked if the suggestion that the school might not be funded was valid; Ms. Hodges explained that if money was not appropriated then the bill could not be paid.

Mr. Allison moved to approve the statements as amended. Ms. Turner seconded. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

2. Review and accept the Warrant for Annual Town Election to be held on May 8, 2023, at the Town Hall Auditorium from 7:00AM to 8:00PM

Ms. Turner moved to approve the Warrant for Annual Town Election to be held on May 8, 2023; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Discussion was held regarding the optional rank-choice ballot asking about preferred times for Town Meetings. The Board debated whether the ballot should be printed in color or in black and white. Mr. Allison would like a video explaining rank choice voting. Ms. Hodges will work on that. Ms. Turner noted that this is non-binding and strictly for informational purposes. Ms. Turner moved to print the ballot in black and white and to distribute it as presented at the Annual Town Election. Mr. Allison seconded. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

3. Garden Club Sale (Turner)

Ms. Turner that there will be a Garden Club Sale on the third Saturday in May. More information is available on the Garden Club website. Residents are asked both to attend and to donate plants from their gardens.

4. Clean Up Days (Turner)

Ms. Turner explained that this is sponsored by the Lancaster Land Trust. Yellow bags to pick up roadside trash are available at the Library or can be requested at the Land Trust website. A closing party, a barbecue, will be held at the First Parish Church on April 29th.

5. May 3, 2023, Annual Town Meeting Updates & Planning Efforts

Ms. Hodges explained that the Auditorium and the Gym will be utilized. Masks and hand sanitizers will be available. Poll pads will be utilized to expedite check-in. Ms. Turner noted that she has heard some concern about parking; Ms. Hodges reviewed the parking plan, with first row of parking and expeditors available to help the disabled.

6. FY24 Budget/Override, last minute needs/queries

Ms. Hodges reported that the Moderator has decided not to call a vote on the Operating budget at Town Meeting because it does not matter; the budget will actually be determined by the override vote at the Annual Town Election on May 8. Should he change his mind, a paper ballot would be available. Other finance-related articles such as revolving funds will be voted on at Town Meeting.

Ms. Turner asked for a detailed breakdown of the Capital Plan and the use of ARPA funds. Mr. Kerrigan explained that the question at hand was the Operating Budget and the override. Ms. Turner said that she has had questions about the use of ARPA funds for Operating expenses. Ms. Hodges stated that there have been no changes to the Capital Plan or ARPA funds since her memo to the Select Board and the Finance Committee on August 10, 2022. Ms. Turner would like some changes to the Capital Plan.

Other items on this agenda were taken out of order, with only the Town Meeting Warrant – Public Hearing remaining.

Mr. Allison moved to recess until 6:00PM. Ms. Turner seconded. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

IV. APPEARANCES & PUBLIC HEARINGS

6:00 PM Town Meeting Warrant Review – Public Hearing

Mr. Kerrigan explained that Articles based on Citizens' Petitions would be reviewed first.

Mr. Kerrigan recognized resident Russ Williston 4 Highfield Drive, who presented Article 21, a Citizens' Petition to expand the Select Board from three to five members. This would authorize the Select Board to request the Legislature to adopt a Special Act, and then in 2024 it would be presented on the ballot at the Town Election. If it were approved, the Board would have new members elected in 2025. State law allows for three, five, or seven members on a Select Board. Of 292 communities in Massachusetts with Select Boards, 143 communities have a 3 person board; 148 have 5, and one has seven. Mr. Williston presented reasons to support this, including population, ability to use more volunteers, easier quorum and working arrangements, and the ability to approve a Special Permit without an unanimous vote. There is a website, www.ExpandOurSelectBoard.com. Mr. Kerrigan asked questions about the mechanism for the first five-person board election.

Linnea Lakin Servey, 1394 Main Street, asked what happens if there are not five candidates. Mr. Williston does not think this would be an issue; if there were still an empty seat after the Annual Election then a Special Election would need to be held.

Kendra Dickinson, 402 Oetman Way, speaking as a private citizen, asked what the motivation was for Mr. Williston bringing this forward rather than working with the Government Study Committee of which Mr. Williston is a member. Mr. Williston stated that the Government Study

Committee was moving slowly and that most of the Committee's discussion has been about establishing a Town Charter, which would not be impacted by a change to the size of the Select Board. Mr. Kerrigan, who also serves as Chair of the Government Study Committee, noted that the committee was only appointed in September, has met regularly, and is making some good progress.

Mr. Kerrigan introduced Dave Murphy, 36 Vincent Ave, part of the Spec Pond Association, who presented Article 20. This Article would adopt an Abutter Lot Sales Program. This would allow the Town to bypass the auction process on small pieces of land and sell them directly to an abutter. He has used the Littleton program to model this Article. He explained that this is of particular importance to owners in the Spec Pond Association, where every lot was originally 20' x 80', so that over the years the Town foreclosed on numerous little lots, with several lots without clear title. He explained that the Town has no motivation to clear title, but enacting this would shift some of the financial burden from the Town to the purchaser. He knows that the Town is proposing a similar Article, but thinks this Article, based on Littleton's template, would streamline the process. He additionally explained that the current small lots in the Spec Pond Association, upgrading a septic system almost always requires a variance, and this would make it easier for abutters.

Mr. Allison asked Mr. Murphy why he prefers this Article to the Town's proposed Article. Mr. Murphy stated that this is a proven success in Littleton and could be implemented more easily.

David Mallette, 2748 North Main Street, asked about the 1800 square foot limit. Mr. Murphy stated that since this had been approved by the legislature for Littleton, there should be no problem with the State accepting this, although the Town could change this number if desired. Littleton charges \$1.00 per square foot; there was some discussion about using this versus market rate.

Mr. Kerrigan asked Town Administrator Hodges to present Article 13, the Town's version of the Abutter Lot Sale Program. Ms. Hodges explained that this pre-dates Mr. Murphy's Citizens' Petition, and the goal is to reduce blighted conditions in neighborhoods and allow existing property owners to increase their properties and to return those properties to the tax rolls. Although this policy would fall under the Select Board, the implementation would be administered by the Assessors' Office and the Town Treasurer. Once the program parameters are determined by the regulatory boards in town, then it would go to the Legislature. Annually, a list of eligible properties would be prepared and brought to Annual Town Meeting, and then the community would vote to have these properties declared surplus and then available to the Abutter Program. Mr. Allison asked for further clarification; Ms. Hodges explained that she thinks it is preferable to have Lancaster's boards and committees determine the parameters rather than just adopting those set by another community. She explained that even though the program works in Littleton, it cannot just be put in place by the legislature, but that it requires a series of Public Hearings at the Assessors' level and other steps.

Mr. Mallette asked if this was limited to non-buildable lots. Ms. Hodges said yes, although this is open to discussion. Mr. Murphy asked if these articles would stop a potential auction from going forward; Ms. Hodges replied, yes, that the Town is not in a fiscal position to hold an auction at

this time, so any plans to do so would be stalled until the next fiscal year. Mr. Murphy asked what would happen if both Abutter Lot Sale Programs receive an affirmative vote at Town Meeting. Mr. Murphy asked what timeframe would be required if Article 13 passes. Mr. Kerrigan said that it depends on Town Meeting, and then go before boards and committees, furthermore that it would have to work on the Legislature's timeframe rather than the Town's.

Ms. Hodges presented **Article 1, FY24 Operating Budget**, reviewing a PowerPoint presentation. She reiterated that this will not be voted on at Town Meeting because it will be determined by the override vote on May 8. She reviewed that to balance the budget for the next fiscal year, an override is needed in the amount of \$1.2 million. She explained the work done to develop the budget and to determine the need for an override. She explained the historic use of Free Cash eroding savings and risking the Town's credit rating.

George Frantz, 13 Highfield Drive, asked if the Town would be in this financial situation if the tax rate had not been lowered in the last few years. Finance Director Cheryl Gariepy explained that the reason for the decrease in the tax rate was because school borrowing had been completed.

Dave Murphy, 36 Vincent Ave., asked if revenue increased when re-evaluations occurred. Ms. Hodges explained that while re-evaluations were higher, the tax rate was lower, so the net gain to the Town was some 2-1/2% to 3%. Mr. Murphy stated that he would support the override because the Town boards and staff need to be given the tools that they need to succeed.

Mr. Allison asked if there was any Capital including in this budget; Ms. Hodges said no. Mr. Allison asked what happens if we spend all of the Free Cash and cut down the Stabilization Fund, how will that impact the bond rating, and how will that impact residents financially. Ms. Hodges explained, in round numbers, that the Town currently has a AAA-3 rating, and that if the Town were to borrow \$40 million (about the size of the borrowing anticipated for the new high school project) right now, it could probably be bonded at about a 6% rate. With a decrease in credit rating, the rate would most likely go to 8% or 9%. This would create about another \$800 added to the property tax bill of the average homeowner. Mr. Allison noted that one side effect of cuts to the Fire Department, and resultant decreases in response time, would be significant increases in homeowners' insurance. Fire Chief Hanson agreed with this. Mr. Allison also noted cuts to library services that would be a result of a failed override vote.

Mr. Mallette stated that he has talked to residents recently who wondered if Public Safety could be kept intact with closures in different places, such as closing the library for three years. Ms. Hodges said that the community would certainly need to discuss things like this.

Frank Streeter, 135 Bull Hill Road, speaking as a Library Trustee, explained the impact of closing the Library due to budget cuts.

Mr. Kerrigan recognized Joe D'Eramo, 127 Harvard Road. Mr. D'Eramo expressed concern with not voting on the budget at Town Meeting; he thinks that without input from the most informed residents, who typically would be the most informed people in Town, that it may give a negative message to those heading for the ballot box. The Board will communicate this concern to the Moderator.

Ms. Hodges presented **Article 2, School District Agreement**. This is to change the School District Agreement so as to bring it into better legal compliance.

Ms. Hodges presented **Article 3, Revolving Funds**. She explained the use of Revolving Funds, offering an example. You pay to play pickleball; that money is put into an account, which is then used to buy pickleball supplies, creating a self-sustaining program. These accounts need to be approved annually at Town Meeting.

Article 4, Water Main Replacement, is part of the Water Enterprise Fund, again not tax dollars. Linnea Lakin Servey, 1394 Main Street, asked what the balance is in the Water Enterprise Fund. Ms. Garipey explained that at the last Town Meeting, \$1 million of retained earnings was spent, leaving a balance of \$2 million. This Article will allow the Water District to borrow up to \$4 million in small increments. George Frantz, 13 Highfield Drive, asked if the Town has considered extending water and sewer up the Route 70 corridor. Ms. Hodges stated that she would have to refer this to the Water Commissioners. Ms. Turner said that this has been discussed and that there are plans in the Planning Department.

Article 5, Raise and Appropriate \$125,000 for the Operation, Maintenance, and Repair to the Municipal Solar Array located on the Town's old landfill site off of Route 70. Ms. Hodges explained the special needs for this special type of Enterprise Fund.

Ms. Turner asked a question about Article 4, wanting to know if a list of roads anticipated to be improved, has been published. Ms. Hodges will ask the Superintendent to provide further information.

Article 6, Water Enterprise Fund. Ms. Hodges explained that this is a Division of the Department of Public Works; no property taxes are used for this, but Town Meeting approval is needed.

Article 7, Seeks to update the Personnel Code, which is outdated and contains several errors and practices which are not in keeping with best practices or the law. It would be replaced with a new Personnel Bylaw which refers to a set of policies overseen and voted upon by a mix of the Select Board and Town Meeting. Current regulations for non-union personnel could be considered a violation of the Fair Labor Standards Act (FLSA).

Article 8, Non-Union Compensation Plan and Pay Scale. Ms. Hodges explained that this seeks approval. Non-Union employees would receive a 2% raise in FY24; this is tied to the override and would be rescinded if the override vote fails. Ms. Turner asked additional questions regarding steps.

Article 9, Community Preservation Projects, and Article 10, Community Projects & Allocation Summary. Linnea Lakin Servey, 1394 Main Street, Chair of the Community Preservation Committee, explained the background of the Community Preservation Act. This allocates the funds that they will collect in this fiscal year. The individual six projects were explained.

Articles 11, 12, 13, and 14; Zoning Amendments. Frank Streeter, Chair of the Planning Board, explained the three proposed zoning amendments. They deal with accessory apartments and affordable housing and changes to the Town's Use Regulation Schedule. Ms. Turner asked questions about deed restrictions vis-à-vis affordable housing. Article 12 needs additional work and will be pulled from the Warrant at Town Meeting. Article 14 will be changed on the floor to disallow the outdoor recreation motorized equipment as printed in the Warrant.

Article 15, To Reaffirm the Vote taken in March 2021 at Special Town Meeting to allow the Town to enter into an agreement for the Property located at 0 Old Common Road (DCAMM Property). This would extend the timeframe allowed by six months, at which time the Town should have determined what they want to do with this property. George Frantz of 13 Highfield Drive asked what would happen if the Town decided not to enter into an agreement for this property. Ms. Hodges explained that at this point DCAMM would most likely put it on the market to be treated like any other property. A question was asked as to what the current zoning was for this site; it is mixed commercial and residential.

Article 16, Establishment of a Tax Fairness Committee. Ms. Hodges explained that this would be the first step in creating a Senior Means-Tested Exemption Program. Resident confirmed that this is possible because the Town now has a Licensed Social Worker who could work with applicants.

Article 17, Request for Exemption to authorize continued employment For Firefighter Steven Hilliger after the age of 65. Ms. Hodges explained that State Law requires that some public safety personnel retire at age 65 unless Special Legislation is passed; in this case the applicant is of sound mind and body and wishes to continue working, so the Fire Chief has brought this forward. Resident Dave Mallette asked about limits to this age extension; Fire Chief Hanson explained that this would be a five year extension and that the state would then require retirement at age 70.

Article 18, Request by the Conservation Commission to change Membership from seven to five members. Ms. Hodges explained that it has been difficult to fill all seats and to meet quorum.

Article 19, Citizens' Petition brought forth by resident Susan Smiley to amend the Recall Bylaw. Ms. Smiley was not present to explain this article.

V. APPOINTMENTS & RESIGNATIONS

Appointments:

Conservation Commission – Dennis Hubbard, Jr. as member, term to expire 6/30/2025.

Mr. Allison moved to appoint Dennis Hubbard, Jr. as a member of the Conservation Commission, term to expire 6/30/2025. Ms. Turner seconded the motion and stated that Mr. Hubbard would be a valuable contributor to the Conservation Commission because he is also a member of the Zoning Board of Appeals. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Resignations:

Sue Thompson – Government Study Committee

Ms. Turner moved to accept the resignation of Sue Thompson from the Government Study Committee; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

VI. LICENSES & PERMITS

Application for Use of Town Green/Gazebo

Applicant: Thayer Memorial Library

Events:

1. Annual Summer Concert Series – hosted by the Friends of Thayer Memorial Library to be held on the following dates: 6/28/23; 7/5, 7/12, 7/19, 7/26, 8/2 from 6:30 to 8:00PM (band set up will begin approximately at 5:30PM)
2. Storytime – Every Monday and Thursday during the Summer to be held in the Gazebo starting at 10:30AM for ages 0-5 and caregivers.

Mr. Allison moved to approve the Application for the Use of the Town Green/Gazebo by the Thayer Memorial Library for the Annual Concert Series hosted by the Friends of the Thayer Memorial Library to be held on : 6/28/23; 7/5, 7/12, 7/19, 7/26, 8/2 from 6:30 to 8:00PM (band set up will begin approximately at 5:30PM), AND for Storytime to be held in the Gazebo every Monday and Thursday during the Summer starting at 10:30AM. Ms. Turner seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

XII. COMMUNICATIONS

- Annual Town Meeting will be held on Wednesday, May 3, 2023, beginning at 7:00PM at the Mary Rowlandson School.
- Annual Town Election will be held on Monday, May 8, 2023, from 7:00AM-8:00PM at the Town Hall Auditorium.

XII. ADJOURNMENT

Mr. Allison moved to adjourn the meeting of the Select Board. Ms. Turner seconded the motion. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

Respectfully submitted,

Kathleen Rocco
Executive Assistant

Alexandra W. Turner, Clerk
Dated:

PUBLIC COMMENTS

ADMINISTRATION, BUDGET AND POLICY



Town of Lancaster
Office of the Town Administrator
701 Main Street, Suite 1
Lancaster, MA 01523

KATE HODGES, Town Administrator

khodges@lanasterma.gov

MEMO

TO: SELECT BOARD MEMBERS
FROM: KATE HODGES, TOWN ADMINISTRATOR
DATE: APRIL 27, 2023
RE: MEMO OF UNDERSTANDING – LANCASTER & MA DEVELOPMENT

Attached you will find the final draft of the Town's negotiated Memorandum of Understanding (MOU) with MassDevelopment. The Agreement is intended to both (a) solidify a partnership between the Town of Lancaster and MassDevelopment relative to the use and development of the property located at 0 Old Common Road (a.k.a. the DCAMM Property), and (b) to accept the Technical Assistant Grant from MassDevelopment's Predevelopment Real Estate Division in the amount of \$35,000. This grant shall be used to fund professional planning and environmental engineering services and a preliminary constraint analysis of the DCAMM site.

The terms of the Agreement are standard, and you can be assured that the obligations for the Town are minimal. Commitments from the Town are primarily associated with staff time and a commitment to repay the grants funds should the project, once complete, generate surplus funds or net proceeds. At a minimum, this Agreement seeks a commitment for my time to MassDevelopment and consultants during this initial assessment period to provide them with information or access necessary to complete their scope of work.

As for the proposed project schedule outlined in the Agreement, I will be required to schedule and attend up to ten (10) meetings with the consultants between now and June 30, 2023. For the first 5 years following the effective date of the agreement, the Town will be also required to provide annual updates to MassDevelopment. The proposed repayment obligations (as outlined in Section 6) are only triggered if there are '*Net Proceeds*,' as mentioned earlier. Here, '*Net Proceeds*' are defined as funds received that exceed the aggregate amount necessary for the repayment of existing liens, mortgages loans, or other debts on the project AFTER all costs incurred through the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer or refinancing are repaid. In short, the financial liability to Lancaster is small, if not zero.

If there are Net Proceeds, the Town would then reimburse MassDevelopment for funds disbursed (\$35,000) plus 10%. This is referred to in the Agreement as the '*Repayment Amount*.' The obligation lasts a maximum of 30 years or until satisfied. The discount schedule, also outlined in the Agreement, provides several other repayment options which carry less financial liability. The first offers that the Town only needs to repay 25% of the grant if the funds are given to MassDevelopment within one year. If this happens, the repayment obligation is deemed satisfied, and the Town would be relieved of the annual reporting requirement. The amount is be \$9,625 $((\$35,000 * 1.1) * .25 = \$9,625)$.

If the Town repays MassDevelopment 50% of the grant within 3 years, then our repayment obligation would also be deemed satisfied and the Town, again, would be relieved of the annual reporting requirement. The amount would be \$19,250 ($(\$35,000 * 1.1) * .5 = \$19,250$).

Ultimately, whether any repayment under the discount schedule makes financial sense for Lancaster truly depends on when we may/can expect the project or development or sale to generate in terms of proceeds, if any. This is why these assessments, and the environmental analysis, are crucial next steps in the Sale Partnership Process. To that end, I am asking for the Select Board's approval to enter into this partnership with MassDevelopment and the attached MOA.

I would be happy to answer any additional questions or provide supplemental materials as needed.
Thank you.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made as of this 3rd day of May, 2023 (the “Effective Date”), by and between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and **Town of Lancaster**, a Massachusetts municipality having its principal place of business at 701 Main Street, Lancaster, MA 01523, (the “Municipality”). MassDevelopment and the Municipality may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Board of Directors of MassDevelopment have identified certain strategic initiatives for which MassDevelopment shall expend internal staff and financial resources to advance; and

WHEREAS, one strategic initiative concerns the provision of planning and other economic development services to selected Municipalities of the Commonwealth of Massachusetts; and

WHEREAS, MassDevelopment has adopted a set of criteria to apply in determining whether to assist a community with its planning and/or economic development efforts, which include the ability to:

- Attract or retain jobs,
- Create housing opportunities,
- Result in the redevelopment of urban, blighted, and/or surplus public property,
- Help economically disadvantaged communities,
- Advance smart growth,
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, MassDevelopment has determined that the Municipality’s efforts to advance job creation and economic development in the Municipality would benefit from certain planning and/or economic development services from MassDevelopment; and

WHEREAS, MassDevelopment has determined that the project is planned to attract or retain jobs, result in the redevelopment of urban, blighted and/or surplus public property, and advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality in performing initial planning work for the former Lancaster Industrial School for Girls including existing conditions review, opportunities/constraints analysis, buildout analysis, Phase I ESA, and recommendations and next steps to promote job creation and economic development (the

“Project”) within the Municipality at 0 Old Common Road (the “Site”); and

WHEREAS, the Municipality and MassDevelopment agree that MassDevelopment may provide certain services in connection with the Project as further described in Exhibit A attached hereto and incorporated herein (the “Services”); and

WHEREAS, the Municipality and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both Parties.

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

TERMS

1. Mutual Obligations. The Parties agree and acknowledge the following:

(a) Neither MassDevelopment nor the Municipality can guarantee any particular outcome regarding the Services, the Site, the Project, or the future related-municipal actions concerning the Site. This Agreement and the conditions and terms set forth herein are strictly preliminary in nature. Nonetheless, the obligations hereunder shall be performed diligently, reasonably, and in good faith.

(b) The Services shall be performed in a timely and expeditious manner, with a goal of completion by June 30, 2023. However, failure to meet this deadline shall not subject either of the Parties to damages under this Agreement, and shall not constitute an Event of Default (defined below).

(c) The Services may be modified, but only with the prior written consent of both Parties. MassDevelopment may withhold consent to such modification in its sole and absolute discretion.

2. MassDevelopment Obligations.

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed Thirty five thousand and 00/100 Dollars (\$35,000) (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

(b) MassDevelopment, with prior approval from the Municipality, shall retain consultants to implement the Services, which include, but are not limited to the consultants referenced in Exhibit A (the “Consultant Team”). Additionally, MassDevelopment shall manage and oversee the performance of the Consultant Team. MassDevelopment will make good-faith efforts to attend any materially important meetings or Site visits with the Municipality and the Consultant Team.

3. Municipality Obligations.

(a) With respect to the Project, the Municipality shall cooperate with MassDevelopment and the Consultant Team, including, without limitation, providing access to information, access to the Site, and facilitating meetings with Municipality officials and stakeholder community groups as needed.

(b) The Municipality shall provide reasonable in-kind services related to the Services, including staff time, organization of public meetings, and a location in which to hold said public meetings.

(c) The Municipality shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services, MassDevelopment's oversight of the Consultant Team, and any other requirements reasonably related to the Project. The Municipality shall promptly review and comment upon the Consultant Team's work product upon request by MassDevelopment or the Consultant Team. The Municipality shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person") who shall be responsible for: (1) providing any and all assistance as may be reasonably required; (2) providing access to the Site; (3) providing Project-related documentation, regardless of form, and any other information reasonably requested; (4) attendance, facilitation, and sponsorship of meetings, hearings, and other such events as may be reasonably requested, including, without limitation, any necessary advertising and coordination of meetings; (5) working with, and seeking the cooperation of, private-property owners; (6) working with third-party consultants or other parties providing the Services or other services pursuant to this Agreement; and (7) promptly reviewing and commenting on any Project-related deliverables, as may be reasonably necessary. Notwithstanding anything to the contrary in the foregoing sentence, those records which are voluminous may be made available to the Consultant Team in the Municipality's offices during normal business hours.

The Point Person for the Municipality shall be Kate Hodges, Town Administrator. The Municipality may change its Point Person by giving MassDevelopment prior notice thereof; such notice shall be in writing and shall be deemed given when delivered by hand or when received via overnight delivery by a recognized overnight delivery service with confirmation of delivery and shall be addressed to MassDevelopment pursuant to Section 13 below.

(d) The Municipality shall participate in Project-related education or training programs, which may be in on-line or webinar format ("Webinars"), at MassDevelopment's reasonable request. The Municipality shall make reasonable efforts to comply with the practices and methods described in the Webinars.

(e) Reporting. For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable.

The annual reports are due on or before July 31 of each calendar year.

(f) The Municipality shall be obligated to repay MassDevelopment for the aggregate amount of MassDevelopment Funds expended for the Project pursuant to Section 6 below.

4. Third-Party Contracts. In carrying out the performance of the Services, MassDevelopment may contract or subcontract with third parties, including the Consultant Team, in MassDevelopment's sole discretion and without the need to obtain prior approval from the Municipality, but consistent with any applicable procurement laws, rules, or regulations, for goods and services, planning, design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services. Unless otherwise agreed by the Municipality, the Municipality shall not have any liability under such contracts between MassDevelopment and third Parties.

5. Contribution of Costs.

(a) Both Parties shall contribute to the cost of the Services, as provided below.

(b) MassDevelopment shall contribute to the cost of the Services an amount not to exceed the MassDevelopment Funds, as defined above. In no event shall MassDevelopment be expected to contribute more than the MassDevelopment Funds. The participation in this Agreement by MassDevelopment does not include or imply any obligation for further action or additional contribution with respect to the Site, the Services, the Project, the Municipality or otherwise.

(c) The Municipality shall contribute an in-kind donation of staff time, as well as the hosting of stakeholder meetings, all related directly to the Site and/or Project.

(d) The MassDevelopment Funds shall be held by MassDevelopment and used to pay the Consultant Team for performance of the Services.

(e) Any and all MassDevelopment Funds remaining after the expiration of the Term (defined below) or termination of this Agreement shall be the sole property of MassDevelopment and shall in no event be deemed owed to the Municipality.

6. Repayment of MassDevelopment Funds

(a) *Repayment Obligation.* If the Site, or any portion thereof, is sold, conveyed, gifted, demised, ground leased, leased, otherwise transferred, or refinanced, and as a result, the Municipality receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer, or refinancing of the Site, or any portion of the Site (the "Net Proceeds"), then the Municipality shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the MassDevelopment Funds disbursed, plus an additional 10% of that amount for MassDevelopment staff time (the "Repayment Amount"), subject to the discount schedule described in subsection (b) below.

(b) *Discount Schedule.* The repayment obligation described in subsection (a) above shall be reduced if the Municipality causes the repayment in accordance with one of the below requirements:

(i) If the Municipality repays to MassDevelopment 25% of the Repayment Amount within one (1) year of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed satisfied.

(ii) If the Municipality repays to MassDevelopment 50% of the Repayment Amount within three (3) years of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed fully satisfied.

(c) *Transaction Notice.* Not less than (30) business days before the Municipality's sale, conveyance, gift, demise, ground lease, lease, or other transfer, or refinancing of the Site, or any portion thereof, the Municipality shall notify MassDevelopment in writing of the terms of the potential transaction, including, without limitation, the sale price or rental amount of the term of the lease, any transaction costs incurred since the Municipality's most recent update report, as provided below, the amount of Net Proceeds estimated to be paid to MassDevelopment resulting from such transaction, and if applicable the schedule of payments for the Net Proceeds due to MassDevelopment pursuant to a lease.

(d) *Payment Timing.* At the closing of any sale, conveyance, gift, demise, ground lease, lease, other transfer, or refinancing of the Site, or any portion thereof, through which the Municipality receives Net Proceeds, the Municipality shall reimburse MassDevelopment the Repayment Amount via direct and prompt payment to MassDevelopment in the manner then-prescribed by MassDevelopment in writing. In the event the Municipality leases the Site, or any portion thereof, under which lease periodic payments are due to the Municipality over the term of the lease, the Municipality shall pay one-half of the rent received from each rent payment, via direct payment to MassDevelopment, in the manner then-prescribed by MassDevelopment in writing, within five (5) business days from the date the Municipality receives such rent payments, until the repayment obligation described in subsection (a) above has been fully satisfied.

(e) *Survival.* This Section 6 shall expire 30 years from the Effective Date, **but shall survive any earlier termination or expiration of this Agreement.**

7. Term; Delivery Date for Services. This Agreement shall commence upon the Effective Date and shall expire upon the earlier of completion of the Services or on June 30, 2023, except for those provisions which explicitly or by their nature shall survive termination of the other provisions herein (the "Term").

8. Ownership and Use of Materials. All materials produced by MassDevelopment or the Consultant Team, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Municipality for purposes related to the Project, as reasonably determined by MassDevelopment.

9. Compliance with Laws. In connection with this Agreement, each of the Municipality and MassDevelopment shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances and orders of any kind which are applicable to any performance under this Agreement.

10. MassDevelopment Liability. In no event shall MassDevelopment be held liable with respect to: (i) any contract entered into with a third party by the Municipality, whether relating to the subject matter of this Agreement or otherwise; (ii) any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement; or (iii) any work performed by any contractor or consultant as part of the Services provided under this Agreement.

11. Assignability. The Parties hereto shall not assign any rights or interests arising under this Agreement or make any person a third-party beneficiary of this Agreement, without obtaining, on each occasion, the prior written consent of the other Party, which consent may be withheld for any reason or for no reason, in such Party's sole and absolute discretion.

12. Nature of Relationship. The parties acknowledge that MassDevelopment, as an independent contractor with the Municipality, is providing assistance solely for public purposes as set forth herein, and nothing herein shall create an agency relationship, partnership, joint venture, or other ownership relationship between MassDevelopment, any third-party contractor, or the Municipality. MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment. Furthermore, the Parties understand and agree that the ultimate feasibility of the Project, or any other project arising out of this Agreement, or any other agreement, is not being guaranteed or assured by MassDevelopment.

13. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment:	Massachusetts Development Finance Agency 99 High Street, 11 th Floor Boston, Massachusetts 02110 ATTN: Executive Vice President—Real Estate
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With a copy to:	Massachusetts Development Finance Agency 99 High Street, 11th Floor Boston, MA 02110 ATTN: General Counsel
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To the Municipality:	Town of Lancaster Type text here 701 Main Street Lancaster, MA 01523 ATTN: Town Administrator
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Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

14. Default and Termination. This Agreement may be terminated:

- (a) At any time, upon the mutual written agreement of the Parties.
- (b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.
- (c) By either Party, upon Default (defined below) of the other Party.
- (d) Definitions.
 - (i) "Default" means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).
 - (ii) "Event of Default" means a Party's failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.
 - (iii) "Notice of Default" means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.
 - (iv) "Cure Period" means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, its employees, directors, agents, contractors, subcontractors, invitees or guests, or on the part of the Municipality or any of its employees, agents, contractors, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement. This exculpation of personal liability is to be absolute and without exception.

16. Publicity. Each of the Parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project without the prior consent of the other Party. MassDevelopment may withhold such consent in its sole and absolute discretion.

17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall

be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

18. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the Parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the Parties unless in writing and signed by MassDevelopment and the Municipality.

19. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the Parties hereto any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

20. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.

21. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

23. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Town Administrator and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, the Parties agree to submit the dispute to mediation. Within forty five (45) days following the date on which the dispute was first identified, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual

agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties' dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Agency Counsel

By: _____
Name: Theresa Park
Title: Deputy Director and
Senior Executive Vice President

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Lancaster]

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

TOWN OF LANCASTER

By: _____

Name: Kate Hodges

Title: Town Administrator

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Lancaster]

EXHIBIT A
SCOPE OF SERVICES

APRIL 12, 2023

Amanda Gregoire
Vice President, Real Estate Services
MassDevelopment
99 High Street
Boston, MA 02110

RE: Scope of Work – Old Common Road Site, Lancaster, MA

Dear Ms. Gregoire,

BSC Group, Inc. (BSC) appreciates the opportunity to submit a proposal to MassDevelopment for professional planning and environmental engineering consultant services to conduct a Phase I Environmental Site Assessment and Opportunities and Constraints Analysis at the DCAMM-owned Old Common Road site in Lancaster, Massachusetts. We have assembled a qualified interdisciplinary team to address your needs in a timely and budget friendly manner. BSC has completed similar master planning efforts for projects in small towns and large cities throughout the Commonwealth.

BSC's approach to this project includes the following steps:

- Review of all existing site information, as well as relevant recently completed plans, including the most up-to-date parcel, zoning, environmental, building, housing, demographics, and assessor's data.
- Meet with relevant MassDevelopment, DCAMM, and Town officials to discuss the history, concerns, and challenges to redevelopment of the parcel and to understand DCAMM and the Town's goals relative to the parcel's ultimate reuse.
- Complete a visit to the area to confirm and document existing conditions, context, access, and walk the site and surrounding areas with MassDevelopment, DCAMM, and Town officials.
- Prepare a comprehensive deliverable that summarizes our analysis, including existing conditions, opportunities, and constraints, and provides the Town with three (3) proposed conceptual redevelopment plans and accompanying 3D massing models and graphics.
- Provide guidance on environmental work that may better position the parcel for future disposition by the Town.
- Upon completion of the final report, make a presentation to the Lancaster Select Board.

To give the Town a better understanding of what the final deliverable might include, we have provided an example on the following page from our recent work in Stoughton, MA. BSC worked with the Stoughton Redevelopment Authority to prepare an urban renewal plan for Stoughton Center. As part of the process, BSC evaluated the development potential for the area, taking into consideration present uses, community feedback, prior planning efforts, and existing density.

Conceptual Plan



Parcel K - Mixed-Use Development
View from Freeman St. looking toward Park St.



Commuter Rail Platform + Parcels E, N, D, L, M, G, and F
View from Summer St. looking toward Washington St.

For these master planning efforts, our planners work with our landscape architects to create a conceptual development plan. This conceptual plan is then incorporated into a 3D model that allows us to show proposed massing and scale within the existing physical environment and provides our clients with a visual understanding and context of how a proposed development will fit in with its surroundings.

Scope of Services

Based on our understanding of the project, the timeline, and the available funding, BSC proposes the following scope and deliverables:

Task 1. Project Meetings and Project Coordination/Management

BSC proposes to have regular coordination with the project team through the project duration. With a quick project turnaround, we would like to encourage frequent communication and regular project team meetings. We believe that video conferencing is the most efficient platform to conduct project meetings. In addition, we will complete at least one (1) site visit and attend one (1) Select Board

meeting, where we will present our work, including our opportunities/constraints and buildout analysis, as well as relevant environmental findings and recommendations/next steps.

Task 2. Existing Conditions + Opportunities/Constraints Analysis

BSC will conduct a thorough review of all existing site information, including the most up-to-date deed, parcel, zoning, environmental, GIS, historic, and assessor's data. BSC will consider and evaluate the site and the surrounding area and identify any right-of-way and utility easements. We will map and/or document current existing conditions, environmental and physical site constraints, and zoning (land use, dimensional, landscaping, and parking requirements) to determine the site's potential development capacity. We will review available town plans/reports and incorporate relevant information into our analysis, including but not limited to the town's Housing Production Plan, Master Plan, Open Space and Recreation Plan, and Lancaster Commons report.

Task 3. Buildout Analysis

BSC will complete a Buildout Analysis which will explore and recommend the type and mix of uses (including residential and commercial), density, site access, and parking. BSC will use this analysis and our recommendations to prepare development scenarios which will be based upon current zoning and environmental limitations and constraints as well as re-use of pre-existing buildings in good condition, as identified through the existing conditions analysis in Task 2. BSC will review the analysis and recommendations with the Client for comment. After receiving feedback from the Client, BSC will prepare 3 massing concepts. These conceptual graphics will show a proposed site plan layout coupled with a 3D massing model for each scenario.

Task 4. Phase I Environmental Site Assessment

BSC's environmental engineering team will complete an environmental database search of various federal and state databases for the site and its vicinity. BSC will perform a site visit to observe surficial conditions indicative of the potential presence of oil and/or hazardous materials at the site. To the extent they are visible from the site or public rights-of-way, BSC will also observe the uses of neighboring properties. BSC will conduct historical, state, and local file reviews, including at MassDEP, as well as any historical environmental documentation provided by the Client, town, and/or DCAMM. BSC will also review historical information concerning prior site uses and environmental issues at the local offices and provided by EDR. This information may include historical city directories, Sanborn Fire Insurance Maps, aerial photographs and historical USGS topographic maps of the Site and vicinity. BSC will prepare a draft report meeting the requirements of ASTM E 1527-13. The report will document our findings and render an opinion on the known or potential presence of "Recognized Environmental Conditions" (RECs) at the site. The report will define the limitations regarding this opinion and include copies of pertinent supporting information. Our findings will not be scientific certainties, but rather our professional opinions concerning the data gathered during our work.

DELIVERABLES

BSC will prepare a final deliverable in the form of a report, consisting of the following sections:

1. Introduction/Project Background
2. Opportunities and Constraints Analysis
3. Buildout Analysis – Conceptual Site Plan and 3D Modeling
4. Phase I ESA
5. Recommendations/Next Steps

Additional Services

Any services not specifically identified in the Scope of Work above are not included as a part of this Agreement. Additional services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

Schedule For Services

BSC proposes to begin the services identified in this proposal upon receipt of written authorization to proceed and complete the work within 8-10 weeks from project commencement.

BSC will perform the services listed in this Scope of Work in a mutually agreed upon schedule with the Client, however, due to the expedited nature of this project we propose an aggressive timeline, as evidenced by the below. This schedule assumes project meetings occur as close to the date proposed as possible and that each party promptly reviews and provides comments/feedback.

PROPOSED PROJECT SCHEDULE	COMPLETION DATE
Project Kick-Off Meeting w/MassDevelopment, DCAMM, and Town Officials	4/25/2023
Site Visit	4/28/2023
Opportunities & Constraints Analysis w/Base Mapping	5/5/2023
Project Meeting - Discussion + Brainstorming for Buildout Analysis	5/10/2023
Phase I Environmental Site Assessment	5/15/2023
Develop Conceptual Site Plans + Relevant Graphics	5/17/2023
Project Meeting – Discussion – Preliminary Conceptual Site Plans	5/19/2023
Finalize Plans + Build 3D Model + Draft Recommendations/Next Steps	5/24/2023
Project Meeting – Review – Plans + Model + Recommendations/Next Steps	5/30/2023
Draft Report and Presentation Materials	6/7/2023
Project Meeting - Preparation for Select Board Meeting (if needed)	6/13/2023
Attend Select Board Meeting	6/19/2023
Submit Final Report	6/30/2023

Fee For Services

BSC has allocated a budget of **Thirty-Five Thousand Dollars (\$35,000.00)** inclusive of any and all direct reimbursable expenses for the services described in this Scope of Work. BSC proposes to provide these services on an hourly basis in accordance with our BSC Fee Schedule. The Company shall inform the Client as soon as practical if it becomes necessary to exceed the budget to perform all proposed and additional services required.

The estimated budget by task is:

TASK	BUDGET
Task 1	\$7,500.00
Task 2	\$8,000.00
Task 3	\$10,000.00
Task 4	\$9,500.00
TOTAL	\$ 35,000.00

The Client shall provide BSC with any specific billing format required for prompt payment of invoices. The mailing address for all payments is:

BSC Group, Inc. / 803 Summer Street / Boston, MA 02127

General Considerations

- BSC will perform all services in a timely manner, but it is agreed between the parties that BSC cannot be responsible for delays occasioned by factors or parties beyond its control, nor by factors which could not reasonably have been foreseen at the time this proposal was prepared and a contract executed. Delays of this nature shall extend the completion date.
- BSC's submittal will depend on the timely receipt of any required information from other project team members and/or the Client.
- This proposal is valid for a period of sixty (60) days.
- BSC typically bills clients monthly. Unless otherwise agreed in writing, payment of each BSC invoice is due on receipt and interest will accrue after 30 days. Client understands that BSC's services may be put on hold or terminated if invoices are not paid per the Agreement. It is the Client's responsibility to review invoices upon receipt. If there are any items which the Client wishes to discuss with BSC, it is the Client's responsibility to contact BSC to request any needed clarification. In the absence of any such request from the Client within 30 days from the date when rendered, it is agreed that the amount invoiced is correct and shall be paid in full to BSC.

Thank you again for the opportunity to provide professional services for this project. Please contact me with any questions or concerns at hgoald@bscgroup.com or 617-896-4505. We look forward to working with you.

Sincerely,

BSC Group, Inc.



Heather K. Gould, AICP
Director of Planning

COMMUNICATIONS

ADJOURNMENT
