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TOWN CLERK'S OFFICE

2026 AUG 13 P 12: 22

Town of Ludlow, Massachusetts
Office of the Select Board

AGENDA
SELECT BOARD
Select Board's Conference Room
August 18, 2026
5:30 P.M.

5:30 P.M. – CALL TO ORDER/PLEDGE OF ALLEGIANCE

Pursuant to MGL Chapter 30A, section 20(f), after notifying the Select Board chair, any person may record the open session of this Select Board meeting, subject to reasonable requirements of the chair. This meeting is being recorded by Ludlow Community Television. If anyone else is recording, please identify yourself now.

5:30 – 5:45 P.M. – PUBLIC COMMENT

VISITATION

5:45 P.M. – Haley Rivers – Joint Planning Board/Select Board to appoint Planning Board Member.

6:00 P.M. – Tighe & Bond/Westover Golf Commission – To discuss irrigation project at Westover Golf Course.

CORRESPONDENCE

26-114 Hank Bastos – First Love Revival – Request to use Gazebo Park on Friday, October 9, 2026, from 5:00 P.M. – 8:00 P.M. for Contemporary Christian Music.

26-115 Sheryl Higgins – Request to use Gazebo on Saturday, September 19, 2026, from 3:15 P.M. – 4:30 P.M. for a Wedding Ceremony.

26-116 Officer Stephen Johnson – Letter of Retirement from the Ludlow Police Department.

26-117 Maria Fernandes – Letter of Retirement from the Assessors Office.



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TOWN OF LUDLOW

**Town of Ludlow, Massachusetts
Office of the Select Board**

26-118 Eversource – Notification of upcoming transmission right-of-way work.

26-119 Office of the Governor of Massachusetts – Support of the Quabbin Watershed Communities.

26-120 Karen Pilon – Request to be appointed to the Community Preservation Act Committee.

26-121 Pamela Hayes – Request to be appointed to the Community Preservation Act Committee.

UNFINISHED BUSINESS

Board to discuss and possibly vote to adopt a Visitors Code of Conduct policy.

Board to discuss Entertainment license and possible amendments.

NEW BUSINESS

Board to approve and sign minutes from meeting of August 4, 2026.

Board to approve and sign the Intermunicipal Agreement for Design Services for the West Street Bridget between the City of Springfield and the Town of Ludlow.

Board to sign Waiver, Lease Agreement and Power Purchase Agreement between Select Energy Lessee II, LLC and the Town of Ludlow and Offtaker Estoppel Certificate for Harris Brook Elementary School.

Board to discuss and possibly approve request to carry over one week of vacation for Eric Segundo.

Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, §111F for a Firefighter injured on duty on July 5, 2026.



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Town of Ludlow, Massachusetts

TOWN OF LUDLOW

Office of the Select Board

Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, §111F for a Firefighter injured on duty on August 2, 2026.

Board to discuss and possibly adopt a Fuel-Efficient Vehicle policy.

Board to discuss diesel fuel pricing and procurement.

Board to discuss and possibly approve \$31,555 in Building Infrastructure funds for new HVAC in classroom B at the Boys & Girls Club.

Board to accept MVP grant to design green infrastructure solutions at Hubbard Memorial Library, Center Street and Circuit Avenue to mitigate stormwater runoff and flooding in the amount of \$313,513.

Board to accept the Mass Gaming Commission/Local Community Mitigation grant in the amount of \$62,800.

TOWN ADMINISTRATOR'S REPORT

BOARD UPDATES /MISC

Chairman to approve and sign all bills, warrants and abatements. A record of all warrants is in the Select Board's office for perusal until provided to the Town Accountant's office.

Event Calendar:

Events on the Library Lawn:

Singing Time Tuesdays 10:30-11:30 am. During the summer and fall, weather permitting.

Volunteer Pizza Party, August 19, 12-2 pm.

Community Health Fair – Friday, August 21st, 2:00 pm – 6:00 pm at Memorial Park.

Festa – Labor Day Weekend – September 3 – 7.



**Town of Ludlow, Massachusetts
Office of the Select Board**

Ludlow Firefighters Association Local 1840 – Annual Boot Day – Friday, September 4th, 2026, 1:00 p.m. – 6:00 p.m. in front of the Fire Station at Chapin & Center Streets.

Ludlow Fire Department Ladies Auxiliary – Designer Handbag Bingo – Friday, September 18th, 2026 – 6:30 p.m. – Polish American Club, 355 East Street.

Not all topics listed in this notice may actually be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice.

Haley Rivers
hlrivers19@gmail.com · +1 (413) 231-7475

July 21, 2026

Town of Ludlow Select Board
488 Chapin Street
Ludlow, MA 01056

Re: Planning Board Member Vacancy

To Chairperson Rosenblum and the Town of Ludlow Select Board,

I never imagined I would become a planner. As a first-generation college student, my decision to major in Environmental Studies at Mount Holyoke College stemmed from a passion for the outdoors that grew from spending summers in the woods with my family. As my college career progressed, I challenged myself to find ways to communicate complex concepts with my family and found myself drawn to GIS, which allowed me to create maps and figures that bridged our understanding. Looking back, I recognize that my ability to navigate multiple disciplines and translate ideas across multiple audiences is what caught the attention of Danielle Foster, Planning Director of Hawai'i Volcanoes National Park, and led to me spending the second year of my AmeriCorps term under her mentorship, assisting with disaster mitigation projects and drafting the park's International Dark Sky Park Certification application.

Since moving back to the Pioneer Valley, I have been employed as a Planner at Tighe & Bond, where I assist municipalities with a variety of projects, including developing site plan and special permit review applications, coordinating public outreach efforts, and drafting successful state and federal grant applications for infrastructure improvements. I also have taken a particularly active project management role for several communities to maintain compliance under all aspects of the 2016 MA MS4 General Permit, including the coordination and execution of catchment investigation fieldwork, GIS mapping updates, public engagement, and drafting of annual reports and SWMPs. In drafting Hazard Mitigation Plan updates for several municipalities, I have also developed strong skills in working with administrative leadership, collaborating with a diverse array of stakeholders, engaging the public, and assisting with the development of mitigation projects that align with each community's unique values.

Since November, I have also had the privilege of serving as an Associate Planning Board Member for the Town of Ludlow. This experience has given me a deeper understanding of the Board's responsibilities, the local development review process, and the importance of thoughtful and intentional economic development and growth. Serving alongside dedicated Board members has reinforced my commitment to the Town while allowing for the opportunity to contribute my own perspectives to discussions that shape Ludlow's future.

Every day brings a new challenge, and the constant learning and problem-solving that comes with planning continues to motivate me to give back to my community. With the experience I have gained both professionally and through my service as an Associate Planning Board Member, I would be honored to take on the opportunity to serve as a full member of the Planning Board. I am committed to continuing to support the Town's planning efforts and to help guide Ludlow's growth in a way that reflects the needs and values of our community.

Thank you for your consideration. I appreciate the opportunity to be considered for this appointment and look forward to continuing to serve the residents of Ludlow.

Sincerely,

A handwritten signature in black ink that reads "Haley Rivers". The signature is fluid and cursive, with a large, stylized "H" and "R".

Haley Rivers

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JUL 29 2026

SELECT BOARD
LUDLOW, MA 01056



Town of Ludlow Select Board USE OF OPEN SPACES POLICY

EFFECTIVE : July 22, 2025

Introduction:

Thank you for considering the Town of Ludlow for your event! The Town of Ludlow recognizes that municipal buildings and properties have been created by, and are supported by the citizens of Ludlow, and that the Select Board supports the use of the Town facilities by individuals, groups, and associations for educational, cultural, civic, and recreational activities. It is the goal of the Town of Ludlow to work with event managers and organizers to help ensure that the events taking place in our community are both safe and successful, while minimizing the impact on our residents and businesses. Completing this form is the first step in your application process and does not confirm your date or signify any intention by the Town to approve this application.

Policy, Rules and Regulations:

Individuals, groups and associations involved in educational, cultural, civic, and/or recreational activities may be permitted use of town-owned Open Spaces on a space-available basis provided use does not interfere with Town operations and the application is otherwise approved by the Select Board. Town department activities and official Town committees will always have priority regarding the use of these spaces. Granting of permission to use an Open Space should not be construed as an endorsement of any individual or group. No applicant should, in any of its publicity, state or suggest that the Select Board, the Town of Ludlow, or its officials, employees, and agents sponsors or endorses the activity, the applicant, or any set of ideas.

Applications may be obtained in person from the Select Board's Office located at Ludlow Town Hall (488 Chapin Street) or via the town website at www.ludlow.ma.us. Permission to use an open space will be reviewed by the Select Board or their designee upon

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completion of the appropriate application and use form (*attached*). All applications must be in writing and submitted to the Select Board's Office not less than ninety days (90) and not longer than twelve months in advance of the proposed use time.

All components of the event are subject to approval by the Select Board and may also require approval by and/or permit(s) from other Town agencies, departments, or boards. It is the responsibility of the applicant to secure all necessary Town of Ludlow permits and submit payments required for permits. If you are scheduling a large and/or complicated event, you may be required to obtain approval from several Town departments (Building, Health, Recreation, Police, Fire) as well as one-day alcohol and/or entertainment licensing. You will be notified as to which approvals are necessary depending on the size/scope of your event.

The authorized participant is required to demonstrate that adequate provisions have been made for security, parking, insurance, set-up, maintenance and cleanup, emergency services, and safety of operations.

The Town assumes no liability for injury to persons authorized to use an Open Space and further assumes no liability for loss or damage to equipment, materials, or other individual property. Groups using the facility will need to sign a release of liability (*attached*).

Each applicant must supply a certificate of insurance, from an insurer licensed to do business in Massachusetts, in an amount not less than \$1 million, naming the Town of Ludlow as an additional insured, and covering damage to the park(s), its grounds, and its contents, and liability for injury to people occasioned to use the park. Such certificate must show that the insurance it offers is not cancelable except on at least ten (10) days' written notice to the Select Board.

The Town reserves the right to cancel any use within fourteen calendar days' notice. In addition, cancellation may occur without advance notice due to inclement weather conditions or emergency situations.

Those using an Open Space shall be responsible for controlling the behavior of persons entering the Park or attending the function, by assuring the following:

- a. The responsible person in charge of the function or event shall always be present. The person responsible shall remain until everyone else has left the premises.
- b. Children must be always supervised. One responsible adult should always be in charge and present for every ten (10) children.
- c. Gambling in any form is prohibited per Massachusetts State Law.
- d. Alcohol is allowed only in designated areas and requires a liquor license from the Select Board.

Those using an Open Space should protect it from damage by assuring the following:

- a. Use must be limited to the specific area granted/approved.
- b. No equipment, furnishing or fixtures are to be used, moved, altered, adapted, or adjusted without permission. A written layout (using a current google image) of the desired setup of tables, chairs and/or facilities shall be provided with this application and are subject to the approval of the Town Administrator, Health Department, Department of Public Works, Fire Department and Police Department.
- c. Restitution for any vandalism or accidental damage to the facility or equipment will be the responsibility of the organization using an Open Space.
- d. Nothing shall be pinned, taped, or fastened, painted or drawn to the walls, curtains, or floors, etc. and the Open Space shall not be altered, temporarily or permanently in any such way.
- e. The Open Space must be left in a clean and orderly condition. The users of the Open Space shall be responsible for cleaning up. The Open Space must be returned to the state of cleanliness and order prior to its use for the event.
- f. The use of the Open Space is confined to the area or facilities stipulated in the application. All access to other areas of the building is strictly prohibited. Users of Veteran's Memorial Park ("Gazebo Park") must stay at least 20 feet away from the Veteran's Memorial, which fronts on East Street.
- g. Any and all costs associated with police/fire details or presence must be paid by the applicant. The need and scope of police/fire details shall rest in the sole uncontested discretion of the Police and Fire Departments.
- h. Applicants that are not Ludlow-based (e.g., do not have a Ludlow address or place of business) are required to submit a \$1,000 deposit that will be returned to the applicant after an inspection of the used open space and confirmation by the town that all applicable requirements of this policy have been adhered to.

Failure to comply with any conditions of use will render the applicant liable to the Town of Ludlow for the cost of repair and/or clean up and may result in additional charges and/or forfeiture of future bookings.

The Town of Ludlow reserves the right to deny requests due to prior disrespect of facilities, property, equipment, personnel and/or rules and regulations, including exceeding the scope of the previously approved use.

Applicability:

This policy is only applicable to the use of town-owned open spaces by applicants or groups who are not legally affiliated with the Town of Ludlow. The monument area of Memorial Park, which honors Ludlow residents who served our country, may not be used by anyone except town officials. The private use of Town buildings and any and all meeting spaces, and/or offices within or upon the Town property is strictly prohibited, except otherwise specified in writing elsewhere. This policy shall not apply to or alter any other existing policies for the private use of other Town of Ludlow property and/or facilities not in the care, custody and control of the Select Board; for example, this policy does not apply to the Public Schools or its properties.

Department Contact Information:

Police Department: [name]—413-583-8305

Fire Department: Chief Ryan Pease—413-583-8332

Health Department: Paulina Matusik, Health Director—413-583-5600 ext. 6

Department of Public Works: Jamie Tomas, Director—413-583-5625 ext. 1401

Recreation Department: [name]—413-583-8856

Select Board's Office: Marc Strange, Town Administrator—413-583-5600 ext. 0

APPLICATION FOR USE OF TOWN OPEN SPACES AND WAIVER OF LIABILITY AGREEMENT

Event Summary

Event Title: First Love Revival
 Description: Christian (Contemporary) Music

Event Location:

- ☒ Veteran's Memorial Park ("Gazebo Park")—11 East Street
- ☐ Post Office Park—Chestnut/Winsor/Sewall Streets
- ☐ Whitney Park—167 Howard Street
- ☐ The Riverwalk—Riverside Drive ☐ West Street Park—84 West Street
- ☐ Camp White—Munsing Street ☐ Electric Park—13 Watt Ave
- ☐ Other _____

	Day of the Week	Date	Time
Set up Starts	Friday	10/9/2026	3 PM
Event Starts	Friday	10/9/2026	5 PM
Event Ends	Friday	10/9/2026	8 PM
Dismantle Ends	Friday	10/9/2026	8 PM

Anticipated number of attendees? 100

Is this an annual event? NO

Note: Most park areas cannot be reserved for the exclusive use of the groups, and access to the area by the general public must be available at all times. This means that areas cannot be roped off or otherwise secured.

Site Plan & Route Map

To ensure appropriate review of your event, it is preferred that you submit one or more of the following: Blueprints or computer assisted drawings of your event site plan or a hand drawing of your site plan. Be sure to include the placement of receptacles (bins, dumpsters) for both trash and recycling in your plan/map.

Temporary structures, including stages built by private parties, shall conform to all applicable building codes and other Town regulations, and the Authorized User shall obtain any required building permits from the Building Department (413) 583-5600 ext. 1214 and Fire Department (413) 583-8332 ext. 2310. If a tent is erected, the Building/Fire Department shall complete a safety inspection prior to the event. The Health Department must be contacted for safe food handling and Food Permit at (413) 583-5600 ext. 1271.

Your event site plan/route map should be submitted and include but not limited to:

- An overview of the event venue, including the names of all streets or areas that are part of the surrounding area. If the event involved a moving route of any kind, indicate the direction of the travel and all street or lane closures.
- The provision of minimum twenty-foot (20') emergency access lanes throughout the event venue.
- The location of first aid facilities.
- The placement of dumpsters and/or trash & recycling bins
- The location of all stages, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail of the food booth(s) and cooking area(s), including identification of all vendors cooking with flammable gases or barbecue grills.
- Locations of generator(s) and/or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all handicapped accessible areas that meet 521 CMR Architectural

Access Board (ADA) Standards.

- Other event components not listed above. Please describe:

Contacts/Organization Information

This section will allow the Town Departments and agencies that have an interest in your event, to contact the appropriate individuals for any further information regarding your event. It will enable the Town to ensure all your needs are met, and that the interest of the Town's venue(s) are considered. Please feel free to write-in or attach any further information that you feel would be important in this matter.

Hank Bastos 413-348-6487 hvbastos@gmail.com
Applicants' Name Phone/Cell Email (Required)

N/A _____
Organization Name Street Address City, State Zip

Web Address Organization Phone Email

Emergency Contacts:

In case of an emergency during the event, a person must be available to be contacted during the hours of the event. Please identify:

Erik Bastos 413-335-5675 _____
Name Cell Phone Other Phone

Name Cell Phone Other Phone

Organization Status

TAX EXEMPT, NON-PROFIT: This refers to an organization that has been recognized as tax exempt by the Internal Revenue Service at least six (6) months prior to your event date and is in good standing with the IRS. If you are a bona fide tax exempt, non-profit organization, a copy of your current tax exemption letter is required.

1. Is the Authorized user a commercial entity: ☐ Yes ☐ No

2. Is the Authorized User a bona fide tax exempt, non-profit entity? ☐ Yes ☒ No
If yes, you must attach to this application a copy of your IRS tax exemption letter providing proof and certifying your current tax-exempt status.

3. Are fees for admission, entry or participation required? ☐ Yes ☒ No
If yes, please provide an amount. _____

4. Are fees for vendor or other required?

☐ Yes ☒ No

Attach a copy of the most recent financial statement for this event.

Security Plan

Have you made arrangements for security? ☐ Yes ☒ No If yes, check all that apply:

☐ Town of Ludlow Police Department

☐ Licensed Professional Security Company**

☐ Other* Please describe: _____

*Certain activities require heightened security. The type of security will be determined by local, state and or federal officials.

**If using licensed Security Company, please complete the following:

Company

Phone

Street

City

State

Zip

Private Operating License #

Licensed Professional Security Company shall provide the Town with an insurance certificate naming the Town of Ludlow as "Additional Insured." A copy of such must be submitted no later than 14 days prior to the event date.

Medical Services/Safety Plan

EMS Plan

Due to the vast number of different types of events, along with the anticipated crowd sizes, any Authorized User shall contact the Town of Ludlow Fire Department at (413) 583-8332 ext. 2310 to determine the adequate resources needed for your event.

Fire Safety Plan

The Fire Department shall be contacted in advance for any event that will include, tents, bonfires, propane tanks, fireworks displays, temporary structures, and any open flames. but not limited to the items listed above. Permits are not transferable, and any change in use, operation or tenancy shall require a new permit.

527 CMR 1:04: The Chief of the Fire Department or their designee may revoke a permit or approval issued under the provisions of 527 CMR, if there is any violation of the Fire Code, or there have been any false statements or misrepresentations. Certain special events may require a fire watch detail. A Fire Inspector shall inspect the site of the event and determine the need for a fire watch detail. Please contact the Fire Department for guidelines and associated costs for fire watch details.

- The Fire Department requires that the permit applications be filed at the Fire Department.
- Any inspection that is conducted after hours would require overtime for the inspector.
- Fireworks displays require a Fire Inspector and Police Officer to be present from the time that the fireworks arrive in the town until the end of the fireworks show.
- The fireworks permit is required to be submitted to the Fire Department at least 20 days before the date of the show. 527 CMR 1.00 1.12.8.39.2.2(1)

Accessibility Plan

1. Will there be a clear path of travel throughout your event venue? ☒ Yes ☐ No

If no, please explain: _____

2. Have you developed a Disabled Parking and/or Transportation plan (including use of public transportation or shuttle services) for your event?

☐ Yes ☒ No

If no, please explain: _____

3. Will there be accessible rest rooms at your event? ☐ Yes ☒ No

If no, please explain: don't feel it will be necessary

4. Will all food, beverage and vending areas be accessible? ☒ Yes ☐ No

If no, please explain: _____

Entertainment and Related Activities

○ Will you be erecting and using any tents or other temporary facility? ☐ Yes ☒ No

○ Will sound checks be conducted prior to the event? ☒ Yes ☐ No

When? before event.

○ Will sound amplification be used? Start date/time: Sept. 26 5-8 PM

End date/time: Sept. 26 8 PM

○ Will there be fireworks? ☐ Yes ☒ No Fireworks require a Fire Detail and Police Officer to be present from the time the fireworks arrive in the Town until the end of the show. They will also require the erection of crowd control fencing.

○ Will inflatable items, Hot air balloons or similar devices be used? ☐ Yes ☒ No

○ If yes, please explain:

○ Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

☐ Yes ☒ No

○ If yes, please explain:

Amusement Rides

Will you have amusement rides? ☐ Yes ☒ No If yes, please answer the following:

Number of rides: _____

Dates of operation: _____

Amusement Vendor (name, address,
phone#): _____

License #: _____

Amusement/Carnival Vendor shall carry liability insurance naming the Town of Ludlow as "Additional Insured." A copy of such must be submitted not later than 14 days prior to the event date. Include safe ride operator certificate with application. Vendor must coordinate with Local and State Inspectors for ride compliance.

Restrooms

Have you determined any facilities in the immediate area of your event which will be available to the public during the entire event? ☐ Yes ☒ No

If yes, please explain where they are located and how you have determined their availability during the entire event.

- Are the restrooms owned by the Town of Ludlow? ☐ Yes ☐ No
- Are you providing portable restrooms? ☐ Yes ☒ No
- How many portable restrooms? _____

Name of Portable Restroom Company _____

Address: _____

Phone# _____

Name of Contact person: _____

Set up time: _____ Pick up time: _____

Alcohol

Will there be any alcoholic beverages at your event? ☐ Yes ☒ No If yes, please check all that apply:

- | | | |
|--|---|-------------------------------|
| ☐ Free/host alcohol | ☐ Alcohol sales | ☐ Beer |
| ☐ Beer & Wine | ☐ Beer, Wine & Distilled Spirits | |

Will there be a licensed bartender/caterer to serve the alcoholic beverages? ☐ Yes ☐ No

If yes, please provide company name, address,
phone: _____

Liquor Liability License#: _____

Please explain your plan to ensure the safe sale or distribution of alcohol at your event:

- Will you be using wristbands? ☐ Yes ☐ No
- Will you be supplying police detail? ☐ Yes ☐ No
- Who will be responsible for checking I.D.'s? _____
- Who will be responsible for making sure alcohol does not leave restricted areas?

○ Has anyone who will be serving or dispensing alcohol received TIPS
certification or any other type of alcohol intervention training? ☐ Yes ☐ No

If yes, please provide their names(s) along with evidence of their certification:

Servers must be certified as trained in alcohol service safety such as "TIPS",
"ServeSafe", or other alcohol service safety program. Proof of certification required.

Waste Management

It is the responsibility of the Authorized User to ensure that all waste is properly disposed of during and after the term of the event. For multiple day events, all trash barrels must be emptied and waste removed from the site as needed and at the end of the day.

If the area is not properly cleaned, or if there is any damage to town property as a result of your event, you will be billed for the full cost of recovery, which will include rates for cleanup and repair. Further, failure to properly clean may result in disapproval of any future requests for a Use of Open Space, or may require a cash deposit and/or surety bond.

- **You are required to supply your own trash barrels**
- If the Town of Ludlow is supplying your trash barrels, you must supply your own plastic linings for the trash barrels. Call the Department of Public Works to coordinate.
- Should the proper disposal of waste at your event require a dumpster, the Authorized User is responsible to supply such item(s) at its own cost.
- Number of dumpsters: No
- If cooking on site you must arrange for proper disposal of cooking oil.

Food Concession or Preparation

You may be required to apply for a health permit if food or beverages are sold or given away during your special event.

The Health Department will determine if your event requires a food permit. If a licensed caterer will be serving food at the event the caterer must submit a copy of its food license to the Town's Health Department, along with a copy of the menu and a notification form. Also, in the Commonwealth of Massachusetts a certified food protection manager certification and allergen certification is required. Guidelines for food facilities are provided by the Town of Ludlow's Board of Health. These guidelines should assist you in planning for food handling, preparation and serving in the most responsible and legal matter. Any questions, please contact the Health Department at 413-583-5600 ext. 1271.

1. Does your event include food concession and/or preparation areas? ☐ Yes ☒ No
Please describe how food will be served and or prepared:

2. Will there be food vendors on site?
☐ Yes ☒ No If yes, how many? _____

3. Do you intend to cook food in the event area? ☐ Yes ☒ No

If yes, specify the method (i.e. gas, electric, charcoal, etc.) Use of propane requires contact with the fire department.

4. Will you and/or the food concession vendor provide a sink to be used in the proper preparation of food? ☐ Yes ☒ No

If yes, will you be supplying your own licensed plumbers and electricians to set up and connect the sinks? ☐ Yes ☐ No

Food Vendor Name _____ Phone# _____
Address _____

If more than one vendor, include a list of vendors with their address & phone number.

parties claimed against from any litigation expenses, attorney fees, loss, liability, damage, or cost which anyone may incur as the result of such claim.

I/We have read this agreement, fully understand its terms, understand that I/We have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowable by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name of Applicant: Hank Bastus Date: 7/29/26
Organization Name: _____

Applicant's Address: 132 Prokop Av.

Applicant's Phone Number: 413-348-6487

Applicant's E-Mail: hbastus@gmail.com

Applicant's Signature: [Signature]

This Affidavit MUST BE SUBMITTED, *signed* and postmarked or received (at least 90 days prior to the event) to the following:

Ludlow Town Hall
c/o Select Board's Office
488 Chapin Street
Ludlow, MA 01056

FAILURE TO RETURN THIS SIGNED AFFIDAVIT WITH THE COMPLETED PERMIT APPLICATION SHALL CAUSE THIS USE OF TOWN PROPERTY APPLICATION TO BE DEEMED INCOMPLETE

Applicant's Affidavit & Waiver of Liability Agreement

By signing this application, the person whose signature appears below signifies that he/she is personally, financially responsible for their group, will see that the facilities and equipment are not misused, that groups have proper adult supervision, that properties are used in conformity with policies established by the Town, and that any damages and/or loss whatsoever as a result of the group's use of properties will be compensated in full by the responsible person, upon demand.

It is hereby understood by the responsible person signing this application that any Town activities have absolute priority for use of any portion of the Open Space, even if an outside group (e.g., the applicant) has requested the use of a portion of the Open Space. Any Town activity whatsoever that may be subsequently scheduled shall have absolute priority for use of the Open Space.

The Town disclaims liability for loss or damage to personal property or personal injury, and the applicant individually and on behalf of each member of his/her group agrees to release and hold harmless the Town, its officials and employees and not to sue any of the same for any such liability or loss.

The applicant agrees to: abide by all of the policies of the Town and laws of the Commonwealth. As a condition of access to the Open Space, the requesting organization and the undersigned applicant agree to the following: To pay for and assume full liability for any and all loss or damages to person or property or claim thereof resulting to or arising from the use of the Open Space by such organization or individual (and those granted access to the Open Space thereby) whether from an occurrence at the Open Space itself during such use, before or after such use, going to and from such use, and/or within available parking areas. To reimburse or hold harmless the Town and the members, agents, and employees thereof from any such loss, damage or claim, including, but not limited to, it or their attorney's fees; to pay any attorney's fees and costs paid or incurred by the Town to enforce any obligation imposed under this paragraph or otherwise in the application; and to pay for cleanup if the Open Space and/or utilized equipment is/are not left in a clean and orderly fashion. In the event there is a question as to whether or not the Open Space and/or utilized equipment was left in a clean and orderly fashion, the Town Administrator shall make such determination.

Furthermore, in consideration of being permitted to use the Open Space, I/WE for myself/ourselves, my/our personal representatives, assigns, heirs, and next of kin hereby release, discharge, and covenant not to sue the Town, its respective manager, directors, agents, officers, members, volunteers, employees, other participants, sponsors, advertisers, and any owners, lessors of the premises on which I/We are permitted to use from all liability, claims, demands, losses, or damages on my/our account caused in whole or in part by the negligence of the Town or otherwise that may have arisen in the past, or may arise in the future, directly or indirectly, and I/We further agree this if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I/We, or anyone on my/our behalf, makes a claim I/We will indemnify, save and hold harmless each of the

For Police Department Official Use Only

☐ Approval Recommended

☐ Approval Not Recommended

Police Officer Required: ☐ Yes ☐ No ☐ Other

Comments/Conditions:

Date:

Signature:

For Fire Department Official Use Only

☐ Approval Recommended

☐ Approval Not Recommended

Fire Dept. Presence Required: ☐ Yes ☐ No

Comments/Conditions:

Date:

Signature:

For Public Works Official Use Only

☐ Approval Recommended

☐ Approval Not Recommended

Comments/Conditions:

Date:

Signature:

For Recreation Department Official Use Only

☐ Approval Recommended

☐ Approval Not Recommended

Comments/Conditions:

Date:

Signature:

For Building Department Official Use Only	
☐ Approval Recommended ☐ Approval Not Recommended	
Comments/Conditions:	
Date:	Signature:
For Health Department Official Use Only	
☐ Approval Recommended ☐ Approval Not Recommended	
Comments/Conditions: ☐ ☐	
Date:	Signature:
For Select Board Official Use Only	
☐ Approved ☐ Not Approved	
Comments/Conditions: ☐ ☐	
Date:	Signature:

For Police Department Official Use Only	
☐ Approval Recommended ☐ Approval Not Recommended Police Officer Required: ☐ Yes ☐ No ☐ Other Comments/Conditions:	Date: _____ Signature: _____
For Fire Department Official Use Only	
☐ Approval Recommended ☐ Approval Not Recommended Fire Dept. Presence Required: ☐ Yes ☐ No Comments/Conditions:	Date: _____ Signature: _____
For Public Works Official Use Only	
☒ Approval Recommended ☐ Approval Not Recommended Comments/Conditions: <i>N/A</i>	Date: <i>7/30/26</i> Signature: <i>[Signature]</i>
For Recreation Department Official Use Only	
☐ Approval Recommended ☐ Approval Not Recommended Comments/Conditions:	Date: _____ Signature: _____



Town of Ludlow Select Board USE OF OPEN SPACES POLICY

EFFECTIVE : July 22, 2025

Introduction:

Thank you for considering the Town of Ludlow for your event! The Town of Ludlow recognizes that municipal buildings and properties have been created by, and are supported by the citizens of Ludlow, and that the Select Board supports the use of the Town facilities by individuals, groups, and associations for educational, cultural, civic, and recreational activities. It is the goal of the Town of Ludlow to work with event managers and organizers to help ensure that the events taking place in our community are both safe and successful, while minimizing the impact on our residents and businesses. Completing this form is the first step in your application process and does not confirm your date or signify any intention by the Town to approve this application.

Policy, Rules and Regulations:

Individuals, groups and associations involved in educational, cultural, civic, and/or recreational activities may be permitted use of town-owned Open Spaces on a space-available basis provided use does not interfere with Town operations and the application is otherwise approved by the Select Board. Town department activities and official Town committees will always have priority regarding the use of these spaces. Granting of permission to use an Open Space should not be construed as an endorsement of any individual or group. No applicant should, in any of its publicity, state or suggest that the Select Board, the Town of Ludlow, or its officials, employees, and agents sponsors or endorses the activity, the applicant, or any set of ideas.

Applications may be obtained in person from the Select Board's Office located at Ludlow Town Hall (488 Chapin Street) or via the town website at www.ludlow.ma.us. Permission to use an open space will be reviewed by the Select Board or their designee upon

completion of the appropriate application and use form (*attached*). All applications must be in writing and submitted to the Select Board's Office not less than ninety days (90) and not longer than twelve months in advance of the proposed use time.

All components of the event are subject to approval by the Select Board and may also require approval by and/or permit(s) from other Town agencies, departments, or boards. It is the responsibility of the applicant to secure all necessary Town of Ludlow permits and submit payments required for permits. If you are scheduling a large and/or complicated event, you may be required to obtain approval from several Town departments (Building, Health, Recreation, Police, Fire) as well as one-day alcohol and/or entertainment licensing. You will be notified as to which approvals are necessary depending on the size/scope of your event.

The authorized participant is required to demonstrate that adequate provisions have been made for security, parking, insurance, set-up, maintenance and cleanup, emergency services, and safety of operations.

The Town assumes no liability for injury to persons authorized to use an Open Space and further assumes no liability for loss or damage to equipment, materials, or other individual property. Groups using the facility will need to sign a release of liability (*attached*).

Each applicant must supply a certificate of insurance, from an insurer licensed to do business in Massachusetts, in an amount not less than \$1 million, naming the Town of Ludlow as an additional insured, and covering damage to the park(s), its grounds, and its contents, and liability for injury to people occasioned to use the park. Such certificate must show that the insurance it offers is not cancelable except on at least ten (10) days' written notice to the Select Board.

The Town reserves the right to cancel any use within fourteen calendar days' notice. In addition, cancellation may occur without advance notice due to inclement weather conditions or emergency situations.

Those using an Open Space shall be responsible for controlling the behavior of persons entering the Park or attending the function, by assuring the following:

- a. The responsible person in charge of the function or event shall always be present. The person responsible shall remain until everyone else has left the premises.
- b. Children must be always supervised. One responsible adult should always be in charge and present for every ten (10) children.
- c. Gambling in any form is prohibited per Massachusetts State Law.
- d. Alcohol is allowed only in designated areas and requires a liquor license from the Select Board.

Those using an Open Space should protect it from damage by assuring the following:

- a. Use must be limited to the specific area granted/approved.
- b. No equipment, furnishing or fixtures are to be used, moved, altered, adapted, or adjusted without permission. A written layout (using a current google image) of the desired setup of tables, chairs and/or facilities shall be provided with this application and are subject to the approval of the Town Administrator, Health Department, Department of Public Works, Fire Department and Police Department.
- c. Restitution for any vandalism or accidental damage to the facility or equipment will be the responsibility of the organization using an Open Space.
- d. Nothing shall be pinned, taped, or fastened, painted or drawn to the walls, curtains, or floors, etc. and the Open Space shall not be altered, temporarily or permanently in any such way.
- e. The Open Space must be left in a clean and orderly condition. The users of the Open Space shall be responsible for cleaning up. The Open Space must be returned to the state of cleanliness and order prior to its use for the event.
- f. The use of the Open Space is confined to the area or facilities stipulated in the application. All access to other areas of the building is strictly prohibited. Users of Veteran's Memorial Park ("Gazebo Park") must stay at least 20 feet away from the Veteran's Memorial, which fronts on East Street.
- g. Any and all costs associated with police/fire details or presence must be paid by the applicant. The need and scope of police/fire details shall rest in the sole uncontested discretion of the Police and Fire Departments.
- h. Applicants that are not Ludlow-based (e.g., do not have a Ludlow address or place of business) are required to submit a \$1,000 deposit that will be returned to the applicant after an inspection of the used open space and confirmation by the town that all applicable requirements of this policy have been adhered to.

Failure to comply with any conditions of use will render the applicant liable to the Town of Ludlow for the cost of repair and/or clean up and may result in additional charges and/or forfeiture of future bookings.

The Town of Ludlow reserves the right to deny requests due to prior disrespect of facilities, property, equipment, personnel and/or rules and regulations, including exceeding the scope of the previously approved use.

Applicability:

This policy is only applicable to the use of town-owned open spaces by applicants or groups who are not legally affiliated with the Town of Ludlow. The monument area of Memorial Park, which honors Ludlow residents who served our country, may not be used by anyone except town officials. The private use of Town buildings and any and all meeting spaces, and/or offices within or upon the Town property is strictly prohibited, except otherwise specified in writing elsewhere. This policy shall not apply to or alter any other existing policies for the private use of other Town of Ludlow property and/or facilities not in the care, custody and control of the Select Board; for example, this policy does not apply to the Public Schools or its properties.

Department Contact Information:

Police Department: [name]—413-583-8305

Fire Department: Chief Ryan Pease—413-583-8332

Health Department: Paulina Matusik, Health Director—413-583-5600 ext. 6

Department of Public Works: Jamie Tomas, Director—413-583-5625 ext. 1401

Recreation Department: [name]—413-583-8856

Select Board's Office: Marc Strange, Town Administrator—413-583-5600 ext. 0

APPLICATION FOR USE OF TOWN OPEN SPACES AND WAIVER OF LIABILITY AGREEMENT

RECEIVED

AUG 10 2026

SELECT BOARD
TOWN MANAGING

Event Summary

Event Title: Wedding Ceremony

Description: 14 ppl to witness ceremony

Event Location:

☒ Veteran's Memorial Park ("Gazebo Park")—11 East Street

☐ Post Office Park—Chestnut/Winsor/Sewall Streets

☐ Whitney Park—167 Howard Street

☐ The Riverwalk—Riverside Drive

☐ West Street Park—84 West Street

☐ Camp White—Munsing Street

☐ Electric Park—13 Watt Ave

☐ Other _____

	Day of the Week	Date	Time
Set up Starts	9-19-2020 <u>9-19-2020</u>	<u>9-19-2020</u>	<u>3:15</u>
Event Starts	<u>↓</u>	<u>↓</u>	<u>3:30</u>
Event Ends			<u>4:30</u>
Dismantle Ends			

Anticipated number of attendees? 14

Is this an annual event? NO

Note: Most park areas cannot be reserved for the exclusive use of the groups, and access to the area by the general public must be available at all times. This means that areas cannot be roped off or otherwise secured.

Site Plan & Route Map

To ensure appropriate review of your event, it is preferred that you submit one or more of the following: Blueprints or computer assisted drawings of your event site plan or a hand drawing of your site plan. Be sure to include the placement of receptacles (bins, dumpsters) for both trash and recycling in your plan/map.

Temporary structures, including stages built by private parties, shall conform to all applicable building codes and other Town regulations, and the Authorized User shall obtain any required building permits from the Building Department (413) 583-5600 ext. 1214 and Fire Department (413) 583-8332 ext. 2310. If a tent is erected, the Building/Fire Department shall complete a safety inspection prior to the event. The Health Department must be contacted for safe food handling and Food Permit at (413) 583-5600 ext. 1271.

Your event site plan/route map should be submitted and include but not limited to:

- An overview of the event venue, including the names of all streets or areas that are part of the surrounding area. If the event involved a moving route of any kind, indicate the direction of the travel and all street or lane closures.
- The provision of minimum twenty-foot (20') emergency access lanes throughout the event venue.
- The location of first aid facilities.
- The placement of dumpsters and/or trash & recycling bins
- The location of all stages, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail of the food booth(s) and cooking area(s), including identification of all vendors cooking with flammable gases or barbecue grills.
- Locations of generator(s) and/or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all handicapped accessible areas that meet 521 CMR Architectural

Access Board (ADA) Standards.

- Other event components not listed above. Please describe:

Contacts/Organization Information

This section will allow the Town Departments and agencies that have an interest in your event, to contact the appropriate individuals for any further information regarding your event. It will enable the Town to ensure all your needs are met, and that the interest of the Town's venue(s) are considered. Please feel free to write-in or attach any further information that you feel would be important in this matter.

Sheryl HIGGINS 413-222-1883 SHABER20413@MSN.COM
Applicants' Name Phone/Cell Email (Required)

38 WARREN ST LUDLOW MASS 01056
Organization Name Street Address City, State Zip

Web Address Organization Phone Email

Emergency Contacts:

In case of an emergency during the event, a person must be available to be contacted during the hours of the event. Please identify:

ANTONIO PINA 413-949-6295
Name Cell Phone Other Phone

Name Cell Phone Other Phone

Organization Status

TAX EXEMPT, NON-PROFIT: This refers to an organization that has been recognized as tax exempt by the Internal Revenue Service at least six (6) months prior to your event date and is in good standing with the IRS. If you are a bona fide tax exempt, non-profit organization, a copy of your current tax exemption letter is required.

1. Is the Authorized user a commercial entity: ☐ Yes ☒ No

2. Is the Authorized User a bona fide tax exempt, non-profit entity? ☐ Yes ☒ No
If yes, you must attach to this application a copy of your IRS tax exemption letter providing proof and certifying your current tax-exempt status.

3. Are fees for admission, entry or participation required? ☐ Yes ☒ No
If yes, please provide an amount. _____

4. Are fees for vendor or other required?

☐ Yes ☒ No

Attach a copy of the most recent financial statement for this event.

Security Plan

Have you made arrangements for security? ☐ Yes ☒ No If yes, check all that apply:

- ☐ Town of Ludlow Police Department
☐ Licensed Professional Security Company**
☐ Other* Please describe: _____

*Certain activities require heightened security. The type of security will be determined by local, state and or federal officials.

**If using licensed Security Company, please complete the following:

Company

Phone

Street

City

State

Zip

Private Operating License #

Licensed Professional Security Company shall provide the Town with an insurance certificate naming the Town of Ludlow as "Additional Insured." A copy of such must be submitted no later than 14 days prior to the event date.

Medical Services/Safety Plan

EMS Plan

Due to the vast number of different types of events, along with the anticipated crowd sizes, any Authorized User shall contact the Town of Ludlow Fire Department at (413) 583-8332 ext. 2310 to determine the adequate resources needed for your event.

Fire Safety Plan

The Fire Department shall be contacted in advance for any event that will include, tents, bonfires, propane tanks, fireworks displays, temporary structures, and any open flames. but not limited to the items listed above. Permits are not transferable, and any change in use, operation or tenancy shall require a new permit.

527 CMR 1:04: The Chief of the Fire Department or their designee may revoke a permit or approval issued under the provisions of 527 CMR, if there is any violation of the Fire Code, or there have been any false statements or misrepresentations. Certain special events may require a fire watch detail. A Fire Inspector shall inspect the site of the event and determine the need for a fire watch detail. Please contact the Fire Department for guidelines and associated costs for fire watch details.

- The Fire Department requires that the permit applications be filed at the Fire Department.
- Any inspection that is conducted after hours would require overtime for the inspector.
- Fireworks displays require a Fire Inspector and Police Officer to be present from the time that the fireworks arrive in the town until the end of the fireworks show.
- The fireworks permit is required to be submitted to the Fire Department at least 20 days before the date of the show. 527 CMR 1.00 1.12.8.39.2.2(1)

Accessibility Plan

1. Will there be a clear path of travel throughout your event venue? ☒ Yes ☐ No

If no, please explain: _____

2. Have you developed a Disabled Parking and/or Transportation plan (including use of public transportation or shuttle services) for your event?

☐ Yes ☒ No

If no, please explain: _____

3. Will there be accessible rest rooms at your event?

☐ Yes ☒ No

If no, please explain: _____

4. Will all food, beverage and vending areas be accessible?

☐ Yes ☒ No

If no, please explain: _____

Entertainment and Related Activities

- Will you be erecting and using any tents or other temporary facility? ☐ Yes ☒ No
- Will sound checks be conducted prior to the event? ☐ Yes ☐ No

When? _____

- Will sound amplification be used? Start date/time: _____

End date/time: _____

- Will there be fireworks? ☐ Yes ☐ No Fireworks require a Fire Detail and Police Officer to be present from the time the fireworks arrive in the Town until the end of the show. They will also require the erection of crowd control fencing.
- Will inflatable items, Hot air balloons or similar devices be used? ☐ Yes ☐ No
- If yes, please explain:

-
- Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

☐ Yes ☒ No

- If yes, please explain:
-

Amusement Rides

Will you have amusement rides? ☐ Yes ☒ No If yes, please answer the following:

Number of rides: _____

Dates of operation: _____

Amusement Vendor (name, address, phone#): _____

License #: _____

Amusement/Carnival Vendor shall carry liability insurance naming the Town of Ludlow as "Additional Insured." A copy of such must be submitted not later than 14 days prior to the event date. Include safe ride operator certificate with application. Vendor must coordinate with Local and State Inspectors for ride compliance.

Restrooms

Have you determined any facilities in the immediate area of your event which will be available to the public during the entire event? ☐ Yes ☒ No

If yes, please explain where they are located and how you have determined their availability during the entire event.

- Are the restrooms owned by the Town of Ludlow? ☐ Yes ☒ No
- Are you providing portable restrooms? ☐ Yes ☐ No
- How many portable restrooms? _____

Name of Portable Restroom Company _____

Address: _____

Phone# _____

Name of Contact person: _____

Set up time: _____ Pick up time: _____

Alcohol

Will there be any alcoholic beverages at your event? ☐ Yes ☒ No If yes, please check all that apply:

- | | | |
|--|---|-------------------------------|
| ☐ Free/host alcohol | ☐ Alcohol sales | ☐ Beer |
| ☐ Beer & Wine | ☐ Beer, Wine & Distilled Spirits | |

Will there be a licensed bartender/caterer to serve the alcoholic beverages? ☐ Yes ☐ No

If yes, please provide company name, address,
phone: _____

Liquor Liability License#: _____

Please explain your plan to ensure the safe sale or distribution of alcohol at your event:

- Will you be using wristbands? ☐ Yes ☐ No
- Will you be supplying police detail? ☐ Yes ☐ No
- Who will be responsible for checking I.D.'s? _____
- Who will be responsible for making sure alcohol does not leave restricted areas? _____

- Has anyone who will be serving or dispensing alcohol received TIPS certification or any other type of alcohol intervention training? ☐ Yes ☐ No

If yes, please provide their names(s) along with evidence of their certification: _____

Servers must be certified as trained in alcohol service safety such as "TIPS", "ServeSafe", or other alcohol service safety program. Proof of certification required.

Waste Management

It is the responsibility of the Authorized User to ensure that all waste is properly disposed of during and after the term of the event. For multiple day events, all trash barrels must be emptied and waste removed from the site as needed and at the end of the day.

If the area is not properly cleaned, or if there is any damage to town property as a result of your event, you will be billed for the full cost of recovery, which will include rates for cleanup and repair. Further, failure to properly clean may result in disapproval of any future requests for a Use of Open Space, or may require a cash deposit and/or surety bond.

- **You are required to supply your own trash barrels**
- If the Town of Ludlow is supplying your trash barrels, you must supply your own plastic linings for the trash barrels. Call the Department of Public Works to coordinate.
- Should the proper disposal of waste at your event require a dumpster, the Authorized User is responsible to supply such item(s) at its own cost.
- Number of dumpsters: _____
- If cooking on site you must arrange for proper disposal of cooking oil.

Food Concession or Preparation

You may be required to apply for a health permit if food or beverages are sold or given away during your special event.

The Health Department will determine if your event requires a food permit. If a licensed caterer will be serving food at the event the caterer must submit a copy of its food license to the Town's Health Department, along with a copy of the menu and a notification form. Also, in the Commonwealth of Massachusetts a certified food protection manager certification and allergen certification is required. Guidelines for food facilities are provided by the Town of Ludlow's Board of Health. These guidelines should assist you in planning for food handling, preparation and serving in the most responsible and legal matter. Any questions, please contact the Health Department at 413-583-5600 ext. 1271.

1. Does your event include food concession and/or preparation areas? ☐ Yes ☒ No
Please describe how food will be served and or prepared:

2. Will there be food vendors on site?

☐ Yes ☒ No If yes, how many? _____

3. Do you intend to cook food in the event area? ☐ Yes ☒ No

If yes, specify the method (i.e. gas, electric, charcoal, etc.) Use of propane requires contact with the fire department.

4. Will you and/or the food concession vendor provide a sink to be used in the proper preparation of food? ☐ Yes ☒ No

If yes, will you be supplying your own licensed plumbers and electricians to set up and connect the sinks? ☐ Yes ☒ No

Food Vendor Name _____ Phone# _____
Address _____

If more than one vendor, include a list of vendors with their address & phone number.

Applicant's Affidavit & Waiver of Liability Agreement

By signing this application, the person whose signature appears below signifies that he/she is personally, financially responsible for their group, will see that the facilities and equipment are not misused, that groups have proper adult supervision, that properties are used in conformity with policies established by the Town, and that any damages and/or loss whatsoever as a result of the group's use of properties will be compensated in full by the responsible person, upon demand.

It is hereby understood by the responsible person signing this application that any Town activities have absolute priority for use of any portion of the Open Space, even if an outside group (e.g., the applicant) has requested the use of a portion of the Open Space. Any Town activity whatsoever that may be subsequently scheduled shall have absolute priority for use of the Open Space.

The Town disclaims liability for loss or damage to personal property or personal injury, and the applicant individually and on behalf of each member of his/her group agrees to release and hold harmless the Town, its officials and employees and not to sue any of the same for any such liability or loss.

The applicant agrees to: abide by all of the policies of the Town and laws of the Commonwealth. As a condition of access to the Open Space, the requesting organization and the undersigned applicant agree to the following: To pay for and assume full liability for any and all loss or damages to person or property or claim thereof resulting to or arising from the use of the Open Space by such organization or individual (and those granted access to the Open Space thereby) whether from an occurrence at the Open Space itself during such use, before or after such use, going to and from such use, and/or within available parking areas. To reimburse or hold harmless the Town and the members, agents, and employees thereof from any such loss, damage or claim, including, but not limited to, it or their attorney's fees; to pay any attorney's fees and costs paid or incurred by the Town to enforce any obligation imposed under this paragraph or otherwise in the application; and to pay for cleanup if the Open Space and/or utilized equipment is/are not left in a clean and orderly fashion. In the event there is a question as to whether or not the Open Space and/or utilized equipment was left in a clean and orderly fashion, the Town Administrator shall make such determination.

Furthermore, in consideration of being permitted to use the Open Space, I/WE for myself/ourselves, my/our personal representatives, assigns, heirs, and next of kin hereby release, discharge, and covenant not to sue the Town, its respective manager, directors, agents, officers, members, volunteers, employees, other participants, sponsors, advertisers, and any owners, lessors of the premises on which I/We are permitted to use from all liability, claims, demands, losses, or damages on my/our account caused in whole or in part by the negligence of the Town or otherwise that may have arisen in the past, or may arise in the future, directly or indirectly, and I/We further agree this if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I/We, or anyone on my/our behalf, makes a claim I/We will indemnify, save and hold harmless each of the

parties claimed against from any litigation expenses, attorney fees, loss, liability, damage, or cost which anyone may incur as the result of such claim.

I/We have read this agreement, fully understand its terms, understand that I/We have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowable by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name of Applicant: Sheryl HEIGINS Date: 8-10-2026

Organization Name: _____

Applicant's Address: 38 WARREN ST Ludlow MASS 01056

Applicant's Phone Number: 413 222 1553

Applicant's E-Mail: SHARBAR0413@MSU.COM

Applicant's Signature: _____

This Affidavit MUST BE SUBMITTED, *signed* and postmarked or received (at least 90 days prior to the event) to the following:

Ludlow Town Hall
c/o Select Board's Office
488 Chapin Street
Ludlow, MA 01056

FAILURE TO RETURN THIS SIGNED AFFIDAVIT WITH THE COMPLETED PERMIT APPLICATION SHALL CAUSE THIS USE OF TOWN PROPERTY APPLICATION TO BE DEEMED INCOMPLETE

For Police Department Official Use Only	
☒ Approval Recommended ☐ Approval Not Recommended Police Officer Required: ☐ Yes ☒ No ☐ Other	
Comments/Conditions:	
Date: 8/13/26	Signature: <i>A. N. Gunn</i>
For Fire Department Official Use Only	
☒ Approval Recommended ☐ Approval Not Recommended Fire Dept. Presence Required: ☐ Yes ☒ No	
Comments/Conditions:	
Date: 08/12/2026	Signature: <i>Ryan Pease</i>
For Public Works Official Use Only	
☐ Approval Recommended ☐ Approval Not Recommended	
Comments/Conditions:	
Date:	Signature:
For Recreation Department Official Use Only	
☒ Approval Recommended ☐ Approval Not Recommended	
Comments/Conditions:	
Date: 8/10/2026	Signature: <i>[Signature]</i>

For Building Department Official Use Only	
☒ Approval Recommended ☐ Approval Not Recommended	
Comments/Conditions:	
Date: 8/12/2006	Signature: <i>[Signature]</i>
For Health Department Official Use Only	
☒ Approval Recommended ☐ Approval Not Recommended	
Comments/Conditions: ☐ ☐	
Date: 8/12/2006	Signature: <i>[Signature]</i>
For Select Board Official Use Only	
☐ Approved ☐ Not Approved	
Comments/Conditions: ☐ ☐	
Date:	Signature:

Michael Brennan
Chief of Police
Ludlow Police Department
612 Chapin Street
Ludlow, MA 01056

July 28, 2026

Subject: Retirement

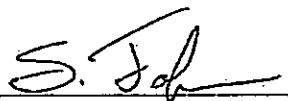
Chief Brennan,

I have had the honor and privilege to serve the Town of Ludlow for the last twenty-seven years with both the Fire and Police Departments. I have been humbled to be a part of two of the most professional public safety organizations of our area.

With that being said, I am informing you of my intention to retire on August 17, 2026. I am grateful to have worked alongside such outstanding individuals who have supported me throughout my tenure with the Town of Ludlow.

Please continue the excellent work that you and Chief Pease are doing leading your respective departments providing for the safety and security of the citizens of Ludlow.

Respectfully,



Officer Stephen E. Johnson

July 30, 2026

Michael O'Rourke, Chairman
Board of Assessors
488 Chapin St.
Ludlow, MA 01056

Dear Mr. O'Rourke,

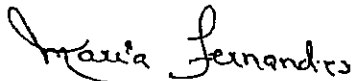
After much reflection, I have decided that it is time to begin the next chapter of my life and retire from the Assessors' Office. My last day of employment will be August 28, 2026.

After 32 years in the Assessors' Office and 6 years in the Planning Department, I have experienced many challenges, opportunities, and rewarding moments throughout my career. Working with the public has been both educational and fulfilling, and I have learned so much along the way.

I have made many wonderful friends whom I will truly miss, and it has been a privilege to work for such a dedicated and supportive Board. While I am excited to begin my retirement, leaving this workplace is bittersweet.

Thank you for making my career journey so meaningful. I am sincerely grateful for the opportunities, support, and friendships I have gained over the years. I wish you and the entire Board continued success in the future.

With gratitude and best wishes,



Maria Fernandes
Associate Assessor

cc: Carrie Ribeiro, SPHR
Assistant Town Administrator/HR Director



55 Russell St.
Hadley, MA 01035

Laurie Reed
Arborist
Electric Transmission
Vegetation Management

Date: 8-3-26

Select Board Chair
William Rosenblum
488 Chapin St.
Ludlow, MA 01056

Dear Municipal Official:

Per Massachusetts Regulation 220 CMR 22.00, please see attached notification letter(s) being sent to property owner(s) in Ludlow who reside on or adjacent to the Eversource transmission Right-of-Way where upcoming vegetation work will occur. I have emailed copies of these letter(s) to you as well. Feel free to contact me with any questions, thank you.

Regards,

Laurie Reed

Laurie Reed
Arborist
Eversource Energy
Transmission Vegetation Management
laurie.reed@eversource.com
(413) 585-1796



55 Russell St.
Hadley, MA 01035

Laurie Reid
Arborist
Electric Transmission
Vegetation Management

Date: 8-3-26

Site Address: 101 Watson Lane, Ludlow, MA 01056 (ROW WT-24)

Mailing Address: 101 Watson Lane, Ludlow, MA 01056

Dear Ms. Toomey,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of a oak tree with significant trunk damage. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews. This tree is possibly off of the easement and could require additional permission to remove.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Summer/Fall of 2026.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Laurie Reid



55 Russell St.
Hadley, MA 01035

Laurie Reid
Arborist
Electric Transmission
Vegetation Management

Date: 8/3/26

Site Address: Alden St., Moore St., Center St. Ludlow, MA (ROW WT-24)

Mailing Address: 55 Russell St., Hadley, MA 01035

Dear Ms. Reed,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of several trees that have die or become hazardous to the power lines due to defects. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Summer/ Fall of 2026.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Laurie Reid



55 Russell St.
Hadley, MA 01035

Laurie Reid
Arborist
Electric Transmission
Vegetation Management

Date: 8/3/26

Site Address: 125 Watson Lane, Ludlow, MA (ROW WT-24)

Mailing Address: 125 Watson Lane, Ludlow, MA 01056

Dear Mr. King,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of a dead white pine tree that could potentially impact the lines should it fail during a storm event. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews. This tree is potentially off of the ROW but could still hit the line so additional permission might be necessary for this removal.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Summer/ Fall of 2026.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Laurie Reid



300 Cadwell Dr.
Springfield, MA 01104

Shawn Giroux
Arborist
Electric Transmission
Vegetation Management

Date: 7/29/26

Site Address: 0 Center St., Ludlow, MA (ROW WT-24)

Mailing Address: 1102 Center St., Ludlow, MA 01056

To whom it may concern,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of several pine trees that have died and become hazardous to the power lines. Due to the location of the trees some of them might be outside of the easement. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Fall of 2026.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Shawn M. Giroux



55 Russell St.
Hadley, MA 01035

Laurie Reid
Arborist
Electric Transmission
Vegetation Management

Date: 8/3/26

Site Address: 0 Alden St., Ludlow, MA (ROW WT-24)

Mailing Address: 167 Alden St., Ludlow, MA 01056

Dear Mr. Brolin,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of a dead oak tree that could potentially hit the power lines should it fail during a storm event. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews. This tree is potentially off of the ROW so it will require additional permission to remove.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Summer/Fall of 2026.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Laurie Reid



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

August 12, 2026

Stephen Estes-Smargiassi
Interim Executive Director
Massachusetts Water Resources Authority
2 Griffin Way
Chelsea, MA 02150

RE: Support of the Quabbin Watershed Communities

Dear Interim Director Smargiassi,

Thank you for your leadership of the Massachusetts Water Resources Authority (MWRA) during this interim period while a new executive director is being selected. I commend you for your efforts that will help to ensure a smooth transition for the organization and the essential water services it provides to millions of people.

Today I am writing to you about the pressing needs of the communities surrounding the Quabbin Reservoir. As you know, the creation of the Quabbin Reservoir resulted in many sacrifices by this region. Every day, these watershed communities provide an invaluable public service to the communities served by the MWRA system. They continue to help protect the watershed's natural resources while navigating infrastructure constraints, including limitations on their own water supply and economic development. It is time that we more fully recognize the unique contributions of the people and municipalities of the Quabbin watershed.

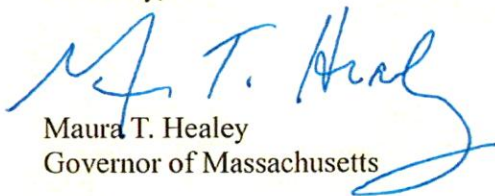
As you are aware, I issued Executive Order 645 establishing a commission to review and recommend changes to the Payments in Lieu of Taxes (PILOT) program for state-owned land. This Commission is well underway and is currently holding listening sessions across the state, including in the Quabbin region. To demonstrate our commitment to recognize these communities for their unique role as watershed stewards, the Mass Ready Act as filed proposed that the MWRA make two years of annual payments of \$50,000, in addition to existing PILOT, to each of the Quabbin watershed communities. This temporary supplement to the longstanding watershed PILOT payments funded by MWRA is intended as an immediate acknowledgement of these communities' needs, while the PILOT Commission is completing its work to modernize the program for all communities.

The MWRA Board's recent meeting in Belchertown offered an opportunity to hear directly from legislative and local leaders, and I appreciate the Authority's openness to engage on the issues that matter most to the Quabbin communities. I urge you to take the next steps by partnering with these communities to actively explore solutions, including the following:

- **Quabbin Communities' Emergency Response Capabilities:** support local municipal police and fire response efforts in and around the watersheds.
- **MWRA Technical Expertise:** provide technical expertise for water infrastructure planning and design, as well as to support other areas of municipal needs, including assistance with support for state and federal grant and loan applications.
- **Engagement & Access:** establish and convene a new body to serve as a forum for voicing significant concerns and collaborating on productive solutions. This could include members of my administration, MWRA, and advocates from the Quabbin and Wachusett Watersheds.
- **Local Water Supply Issues:** engage with local leaders to evaluate and craft solutions for the specific, near-term water supply issues they are facing, recognizing that each community's challenges are unique.
- **Equity:** ensure that everyone does their part to save water during drought by urging all MWRA member communities to implement state recommended watering restrictions.

I am confident that a dedicated, collaborative effort by MWRA, working hand in hand with the Quabbin communities, will help them thrive while more meaningfully recognizing their essential role in protecting a clean and reliable water supply for millions of people in Massachusetts. My team stands ready to work with you, and I appreciate your partnership.

Sincerely,



Maura T. Healey
Governor of Massachusetts

EXTERNAL:CPA committee

From karenskorral@aim.com <karenskorral@aim.com>

Date Wed 8/12/2026 5:23 AM

To Select Board <Selectboard@ludlow.ma.us>

EXTERNAL EMAIL WARNING

This email originated from outside your organization. Please verify the sender's identity before clicking links, downloading attachments, or providing sensitive information. If you were not expecting this email, please call the sender to verify authenticity.

You don't often get email from karenskorral@aim.com. [Learn why this is important](#)

Good Morning,

I am sending a letter of intent and interest in joining the Community Preservation Act Committee. I have been secretary of the Ludlow Historical Commission since 1997 and chairman of the Ludlow Agricultural Commission since 2009, I was secretary of the Ag Comm for the two years prior, when it was formed. I have lived in Ludlow the majority of my life and my parents were both very active in town commissions and business owners for over 50 years. My mother still is on a few commissions.

I firmly believe Ludlow has so much to offer and in doing so I believe it needs to be protected and preserved. The CPA will be a great benefit for the town and a wonderful tool to help implement improvements and upgrades for our history, our open space, parks and housing.

Thank you,

Karen Pilon
871 Lyon St
Ludlow, MA 01056

[Sent from the all new AOL app for iOS](#)

EXTERNAL:CPA Committee

From pamelahayes@charter.net <pamelahayes@charter.net>

Date Wed 8/12/2026 8:33 AM

To Select Board <Selectboard@ludlow.ma.us>

EXTERNAL EMAIL WARNING

This email originated from outside your organization. Please verify the sender's identity before clicking links, downloading attachments, or providing sensitive information. If you were not expecting this email, please call the sender to verify authenticity.

Dear Selectboard,

I am writing to request appointment to the Community Preservation Act Committee. I strongly believe that Ludlow needs to take advantage of this program to help make needed improvements in our community.

Sincerely,

Pamela Hayes

Visitor Code of Conduct Policy

1. Purpose and Scope

The purpose of this Policy is to provide the public with physical access to Town Buildings in a manner that does not interfere with the Town's ability to safely, efficiently, and effectively serve its residents and the public.

This Policy applies to any person who visits a Town Building and who is not a Town employee acting within the scope of his/her employment with the Town (a "Visitor").

Please be advised that certain Town Buildings may have additional policies that govern Visitor conduct that are tailored to those buildings' unique operations.

2. Public Access Hours

Town Buildings are open to the public only during their normal business hours, which are as follows: [LIST TOWN BUILDINGS AND HOURS].

3. Public Access Areas

Public access to Town Buildings is limited to those areas designated for such use ("Public Access Areas"). Public access to any other area is prohibited. Photographs and video recording by the public are permitted in Public Access Areas provided that they (a) do not interfere with the Town's ability to safely, efficiently, and effectively serve its residents and the public; and (b) do not violate any person's right to privacy.

4. Prohibited Conduct

Any conduct that interferes with the Town's ability to safely, efficiently, and effectively serve its residents and the public is prohibited, which includes, without limitation:

- True threats;
- Incitement to imminent lawless conduct;
- Statements that were found by a court of law to be defamatory;
- Disobeying Town employees;
- Any conduct that violates applicable local, state, or federal laws, regulations, or policies, which includes, without limitation, the Town's anti-harassment and anti-discrimination policies, which are incorporated herein by reference;

- Entering areas where public access is prohibited;
- Filming or taking pictures of areas where public access is prohibited;
- Making an audio recording of another individual when the individual is unaware of the recording;
- Conduct that poses a risk of imminent bodily harm; and
- Causing damage (however minor) to Town Property.

A Visitor who engages in any of the foregoing conduct will be asked to leave the Town Building premises immediately. If any such Visitor refuses to do so, the Town will contact the Ludlow Police Department to ensure that the Visitor complies.



**Town of Ludlow
Office of the Select Board**

The Meeting of the Select Board held on Tuesday, August 4, 2026, began at 5:30 p.m. in the Select Board's Conference Room.

Members Present: Anthony Alves, William Rosenblum, Antonio Sanches, and Manuel Silva.

Members Absent: James Gennette

First order of business: Pledge of Allegiance

Mr. Rosenblum: Pursuant to MGL Chapter 30A, section 20(f), after notifying the Select Board chair, any person may record the open session of this Select Board meeting, subject to reasonable requirements of the chair. This meeting is being recorded by Ludlow Community Television. If anyone else is recording, please identify yourself now. There is no one.

5:30-5:45 P.M. – PUBLIC COMMENT

VISITATION

5:45 P.M. – Ryan Devine, Red Bridge Run Club – Proposal to host the Ludlow Clocktower Classic 5K Saturday October 24, 2026.

Mr. Devine appeared before the board to request approval for the second annual Ludlow Clocktower Classic 5K. He stated that last year's event was a major success, drawing more than 200 runners and many spectators, with no issues reported. He said that this year's event will mirror last year's, following the same course and starting at Sole Syndicate Brewing in the Mill complex. Mr. Silva asked about the name of the race, and Mr. Devine confirmed the official name. Mr. Sanches asked whether an application for use of town property had been submitted, noting that the event includes use of the Riverwalk. Mr. Devine confirmed that the Riverwalk is part of the route. Mr. Strange explained that since last year's event, the board adopted a policy requiring sign-offs from Police, Fire, DPW, Building, and Health for any event using the Riverwalk, and that an application must be completed. He said that if the event stayed entirely on public roads, the application would not be required. He offered to have staff email the form to Mr. Devine. Mr. Alves asked whether the race was still being held in conjunction with the Boys & Girls Club and whether that affiliation might qualify it as a town-sponsored event, as it was treated last year. Mr. Strange said staff would review the details to determine whether the application process applies and would follow up after confirming the event's status. **Motion made by Mr. Silva to approve the race for Saturday, October 24, 2026, subject to the application initiated previously. Mr. Alves second. All in favor. Motion passed 4-0.**

6:00 P.M. – Firefighter/Paramedic Interview – Leo Couture.

Mr. Rosenblum invited the candidate, Leo Couture, to introduce himself. Mr. Couture stated that he is 25 years old and has been involved in firefighting for approximately eight years, primarily in South Hadley. He has four to five years of EMS experience, including two years as an EMT, with most of his EMT work completed in Holyoke. He said he loves the profession and hopes to continue his career in Ludlow as a Firefighter/Paramedic. In response to a question from Mr. Silva about why he is seeking a change, Mr. Couture said he is looking for a more progressive department and a change of scenery. Deputy Chief Lavoie reported that on July 16th the department interviewed five candidates, all of whom were strong, and Mr. Couture ranked first in their assessment. He said command staff and HR conducted the interviews and that the department is pleased to have a candidate with experience joining Ludlow. He confirmed that background checks have been completed. Mr. Rosenblum noted

that the board relies on the thorough hiring processes used by the police and fire departments, which include detailed evaluations the board itself cannot duplicate. Deputy Chief Lavoie acknowledged HR's critical role in the process. Mr. Alves asked whether the position was newly added or filling a vacancy. Deputy Chief Lavoie stated that it is the new position approved as of July 1st and that there are no other openings. He noted that this hire is being made off the local register. In response to a question regarding procedural disclaimers, Deputy Chief Lavoie said that all expectations and requirements were already reviewed with the candidate during the full-day interview process. **Motion made by Mr. Alves to appoint Leo Couture as our newest Firefighter/Paramedic. Mr. Sanches second. All in favor. Motion passed 4-0.**

CORRESPONDENCE

26-109 Ludlow Firefighters Association Local 1840 – Requesting permission to hold annual Boot Day to benefit Muscular Dystrophy Association on Friday, September 4th, 2026, from 1:00 p.m. – 6:00 p.m. in front of the Fire Station at Chapin & Center Streets. **Motion made by Mr. Silva to approve the request to hold the annual Boot Day to benefit Muscular Dystrophy Association on Friday, September 4th, 2026, from 1:00 p.m. – 6:00 p.m. in front of the Fire Station at Chapin & Center Streets. Mr. Alves second. All in favor. Motion passed 4-0.**

26-110 MMWEC – Notification of routine inspections and mowing operations on its natural gas pipeline right of way beginning in August, Monday through Friday 7:00 a.m. – 6:00 p.m. daily. **Motion made by Mr. Alves to file. Mr. Silva second. All in favor. Motion passed 4-0.**

26-111 Kathleen (Kate) Agin – Request to be appointed as a Poll Worker. **Motion made by Mr. Alves to appoint Kate Agin as a Poll Worker. Mr. Sanches second. All in favor. Motion passed 4-0.**

26-112 Town Clerk – In Person Early Voting Schedule for the State Primary.

Mr. Alves, at the request of the Town Clerk, provided an update on the upcoming State Primary Election. He announced that the State Primary Election Day will be held on September 1st, 2026, and that In-Person Early Voting for the Primary will take place from August 22nd through August 28th in the Town Hall, Clerk's Office, 2nd floor. Early Voting hours are as follows: Saturday August 22nd from 9:00 a.m. – 5:00 p.m.; Monday August 24th from 8:00 a.m. – 4:30 p.m.; Tuesday August 25th from 8:00 a.m. – 5:30 p.m.; Wednesday August 26th from 8:00 a.m. – 4:30 p.m.; Thursday August 27th from 8:00 a.m. – 4:30 p.m.; and Friday August 28th from 8:00 a.m. – 12:00 p.m. He stated that the last day to register to vote or change party enrollment is August 22nd, with in-person registration available from 9:00 a.m. – 5:00 p.m. The deadline to request an Early Absentee Ballot by mail is August 25th by 5:00 p.m. All Vote-by-Mail ballots must be returned to the Town Clerk's Office by the close of polls on Election Day. Mr. Alves noted that the full schedule will be published in The Register, posted at Town Hall during Early Voting, and shared on Facebook, the Town's website, LCTV, and at the Senior Center. He encouraged anyone with questions to contact the Town Clerk's Office. **Motion made by Mr. Alves to file. Mr. Sanches second. All in favor. Motion passed 4-0.**

26-113 Tom Barbeau – Cub Scout Pack 180 – Annual request for use of Veteran's Park Field on Saturday, August 15, 2026, at 10:00 a.m. to launch model rockets.

Mr. Barbeau explained that Zelda has participated in this Cub Scout rocket launch event before, which they try to hold annually, though it was not held last summer. The plan is to set up tables and a canopy near the former Veterans Park School site, where a friend, Gary Cislak, provides a launch system that allows multiple rockets to be launched safely at once. The Cub Scouts have built rockets, and the event also includes a few adult-sized launches. It is open to the community, and children of Cub Scout age who attend are offered ready-to-fly kits so they can participate. The event serves as both a fun community activity and a recruitment opportunity. Attendance is typically around 30 people, and organizers handle their own cleanup. Mr. Barbeau said he submitted the required application on Friday due to time constraints but had not yet brought it to the Police Department. Mr. Alves asked if he had received the application back with departmental comments; Mr. Barbeau said he had not. Mr. Alves noted that all departments recommended approval, with the Police Department requesting that Central Dispatch be called on the day of the launch. Chief

August 4, 2026

Brennan confirmed the call is simply to notify them before rockets are sent into the air. Mr. Alves added that the Fire Department requires a permit but will waive the fee, and the Health Department indicated that no permits are needed since no food will be served. **Motion made by Mr. Alves** to approve the request from Cub Scout Pack 180 to use the field at the former Veteran's Park Elementary School on Saturday August 15th 10:00 a.m. to launch model rockets. **Mr. Sanches second. All in favor. Motion passed 4-0.**

UNFINISHED BUSINESS

Board to approve the FY26-FY27 LATOSS collective bargaining agreement. **Motion made by Mr. Silva** to take no action. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to discuss Outdoor Entertainment License Policy.

The board continued its discussion on proposed outdoor entertainment regulations. Mr. Rosenblum asked whether members wished to suggest changes and stated that he would prefer limiting Sunday outdoor entertainment unless approved by special permit. He noted that the draft listed permitted hours as 11 a.m. to 9 p.m. daily but questioned whether Sundays should instead be restricted. Mr. Alves asked how the 11 a.m. to 9 p.m. timeframe had originally been chosen. Mr. Strange explained it was simply part of the draft proposal. After further discussion, members considered shifting all start times to noon and debated appropriate closing times for different days of the week. Suggestions included Monday through Thursday from 12 p.m. to 8 p.m., Friday and Saturday from 12 p.m. to 9 p.m., and Sunday either restricted to special permits or limited to 12 p.m. to 6 p.m. Mr. Silva said 12 p.m. to 6 p.m. on Sundays would be reasonable.

Chief Brennan offered input, noting that the town's noise bylaw prohibits certain activities on Sundays, and if the board wished to mirror existing regulations, Sunday entertainment could be limited to special permit unless otherwise exempted for town events. He said reducing weekday hours and allowing Friday and Saturday to go until 9 p.m. was sensible. He reminded the board that most enforcement issues involve reasonable noise assessments by responding officers, who already work with establishments to lower volume when necessary. He said the proposed policy includes additional elements such as speaker placement, frequency of outdoor events, seasonal limits, and public-safety considerations including crowd control and parking.

Mr. Alves stated that many of the enforcement practices described by the Chief already occur and that adopting a townwide blanket policy may unintentionally burden longstanding businesses or create conflicts with athletic events, restaurants, or organizations such as the Lusitano Club. He suggested the town revise the entertainment license application instead, adding sections to identify whether entertainment is indoors or outdoors, requesting site plans, establishing hours, and outlining expectations case-by-case. He said this individualized approach would allow the board to consider a venue's history and minimize unintended consequences. Chief Brennan agreed that the current licensing system lacks clarity between indoor and outdoor entertainment and that some form of guidance is necessary.

Board members further discussed how a blanket policy might affect athletic events and other non-music gatherings. Mr. Sanches expressed concern that case-by-case decisions could result in inconsistent treatment of establishments and said a single policy would ensure all outdoor entertainment follows the same rules. He said the policy could specify speaker direction, placement, and other parameters that assist enforcement. He also raised the possibility of including decibel limits specifically for entertainment uses, though Mr. Rosenblum reminded the board that voters at Town Meeting rejected a townwide decibel regulation and he would not support overruling that decision. Mr. Sanches said he believed decibel guidelines applied only to licensed entertainment may still be permissible, since they would not impose townwide restrictions.

Mr. Silva reiterated concerns about policies becoming cumbersome and noted that outdoor music is only one type of noise among many, including athletic events and crowds. Chief Brennan acknowledged the complexity, citing scenarios where noise or vibrations may be disruptive even when not easily measurable. He explained that public-safety planning is often needed for large events, including parking management and traffic control, sometimes

requiring police details. After extended discussion, board members agreed to review the current entertainment license before deciding whether to proceed with a full outdoor entertainment policy or instead add an amendment page to the license addressing outdoor music specifically. Mr. Rosenblum said the existing license should be circulated to all members before the next meeting so the board can determine its preferred approach. He noted that any changes would later require review by town counsel, a public hearing, and an implementation period for businesses to comply. Mr. Strange said he would send the current entertainment license to the board and begin compiling sections for possible inclusion. Mr. Alves requested that the final decision on direction be made at the next meeting, out of respect for Mr. Gennette, who originated the proposal but was not present.

NEW BUSINESS

Board to approve and sign minutes from meeting of July 21, 2026. **Motion made by Mr. Silva** to approve and sign minutes from July 21, 2026, with all members present except Mr. Sanches. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to approve and sign Sunday Entertainment Licenses for Our Lady of Fatima and Fanelli Amusements for Festa on September 6, 2026. **Motion made by Mr. Alves** to approve and sign Sunday Entertainment Licenses for Our Lady of Fatima and Fanelli Amusements for Festa on September 6, 2026. **Mr. Silva second. All in favor. Motion passed 4-0.**

Board to approve and sign ten (10) copies of the warrant for the call of the election for the September 1, 2026, State Primaries. **Motion made by Mr. Silva** to approve and sign ten (10) copies of the warrant for the call of the election for the September 1, 2026, State Primaries. **Mr. Alves second. All in favor. Motion passed 4-0.**

Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, §111F for an Officer injured on duty on June 12, 2026.

Mr. Strange said Carrie and I had spoken previously on this and just in general we're recommending the board deny this request. Mr. Alves said this is the one we had correspondence on. Okay. **Motion made by Mr. Alves** to deny the request for Chapter 41, §111F for the officer in question injured on duty on June 12, 2026. **Mr. Sanches second. All in favor. Motion passed 4-0.**

Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, §111F for a Firefighter/Paramedic injured on duty on June 8, 2026. **Motion made by Mr. Silva** to approve the request to charge off medical expenses and lost wages to Chapter 41, §111F for a Firefighter/Paramedic injured on duty on June 8, 2026. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to sign contract extension for Assistant Town Administrator/HR Director. **Motion made by Mr. Alves** to sign the contract extension of employment agreement for Assistant Town Administrator/HR Director. **Mr. Sanches second. All in favor. Motion passed 4-0.**

Board to accept MIIA Wellness Grant in the amount of \$19,940. **Motion made by Mr. Silva** to accept MIIA Wellness Grant in the amount of \$19,940. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to discuss and Chair to sign a letter of support for the Town's Open Space and Recreation Plan.

Mr. Rosenblum explained that the Town's Open Space and Recreation Plan was originally developed several years ago by a working group that included himself, Buddy Ellison, Angela Tierney, and others. The plan had remained on hold for two to three years. Mr. Rosenblum described the plan as a comprehensive document that maps local walking and biking trails and highlights outdoor recreational opportunities throughout town. He said he was pleased to see it ready to advance. **Motion made by Mr. Sanches** for the Chair to sign a letter of support for the Town's Open Space and Recreation Plan. **Mr. Silva second. All in favor. Motion passed 4-0.**

Board to approve and sign agreement between Charlie Park Main, LLC and the Town of Ludlow for two (2) parcels – 0 Center Street.

Mr. Strange explained that two parcels sold at auction last year had been advertised as buildable, but were later determined not to be. Town Counsel and counsel for the purchasers developed a way for the purchasers to transfer the deeds back to the town, after which the town would reimburse the purchase price. Without this approach, the matter would have required a Town Meeting vote. The purchasers filed a lawsuit, and as part of the settlement the board agreed to accept the quitclaim deeds back into town ownership and refund the approximately 20,000 dollars paid. Mr. Alves asked whether the purchasers were agreeable to this arrangement, and Mr. Strange confirmed that they were. **Motion made by Mr. Silva** to approve and sign agreement between Charlie Park Main, LLC and the Town of Ludlow for two (2) parcels – 0 Center Street. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to approve and sign one (1) day permit for Cottage Melts to hold Sip & Shop event on Saturday, August 15th from 10:00 a.m. – 6:00 p.m. **Motion made by Mr. Silva** to approve and sign one (1) day permit for Cottage Melts to hold Sip & Shop event on Saturday, August 15th from 10:00 a.m. – 6:00 p.m. **Mr. Sanches second. All in favor. Motion passed 4-0.**

Board to notify the Town Clerk of the one-year vacancy for the Planning Board for the 2027 Annual Town Election that shall be placed on the next annual town election ballot March 22, 2027.

Mr. Silva asked whether the board was appointing someone on an interim basis or waiting until the election. Mr. Strange clarified that there will be an interim appointment, which will then place the position on the ballot. Mr. Alves noted that the board must proceed this way because an appointment can only extend until the next election. Mr. Rosenblum asked whether the Planning Board's non-voting associate member could be moved into the position or whether a joint meeting would still be required. Mr. Strange said the individual would still need to go through the formal appointment process, after which the Planning Board could assign an associate member as needed. **Motion made by Mr. Alves** to notify the Town Clerk of the one-year unexpired term for a Planning Board Member that shall be placed on the next annual town election ballot on March 22, 2027. **Mr. Silva second. All in favor. Motion passed 4-0.**

Board to discuss performance evaluations of Town Administrator.

Mr. Rosenblum stated that he would read through the summary of the Town Administrator's evaluation and then invite comments from the board. Mr. Silva asked whether the discussion should take place in executive session, noting that evaluations can be considered detrimental to individuals. Mr. Strange said the discussion was appropriate for open session because the board was reviewing a compiled summary rather than individual evaluations, which would require executive session. Mr. Rosenblum proceeded to read the key points from the 2025 Select Board evaluations. He highlighted strengths that included community engagement through forums and senior center outreach, effective human resources work and collective bargaining, significant progress on organizational goals such as the capital stabilization fund, the DIF revolving fund, filling the finance director position, and appointing a permanent police chief, as well as strong government relations and grant-seeking efforts involving state agencies.

He then summarized the primary concerns noted across evaluations, which included budget preparation and financial management, relationships and leadership involving department heads and staff morale, and communication challenges such as not always keeping the board adequately informed and difficulty accepting constructive criticism. He stated that the average overall rating was approximately 3.0 out of 5, explaining that Mr. Sanches' evaluation was not included due to his recent appointment, consistent with past precedent. He reiterated key strengths as community engagement, labor relations, strategic planning, grant pursuits, intergovernmental partnerships, and availability, and he listed areas in need of improvement, including budget preparation, financial accuracy, free cash certification, communication with the board, relationships with staff, and leadership style. He noted that budget preparation and administration appeared to be the most significant shared concern. Mr. Strange thanked the board for the feedback and said he appreciated the comments and works each day to improve. Mr. Rosenblum clarified for viewers that the summary was not related to contract negotiations, which are handled exclusively by the Select Board in executive session. Mr. Sanches added for the record that no policy prevents

new board members from submitting an evaluation and that he was required to complete one. Mr. Rosenblum acknowledged the comment.

Board to review and discuss proposed FY28 budget calendar.

Mr. Strange reviewed the upcoming budget calendar and said he could go through all dates if the board wished, but would highlight the changes. Mr. Alves asked that he focus on the changes, noting that Mr. Sanches was already familiar with much of the schedule from the Finance Committee. Mr. Strange explained that departments will submit level-service budgets by August 20, with level-zero budgets set for August 28. The joint meeting with the School Committee and Finance Committee is planned for early November, slightly later than in previous years. New position and reclassification requests, previously due in October, will now be due on November 15, which is also when capital requests and level-one budgets are due. The tax classification hearing is scheduled for November 17, and Mr. Strange said he has asked the Assessors' Office to prioritize meeting that date so the town does not fall behind into December as it has in prior years. He added that a member of the Board of Assessors may request time with the Select Board in September to discuss tax classification and abatement issues. Mr. Strange noted that the town will learn its health insurance increase on January 23 through Connect351, so the joint meeting with the School Committee and Finance Committee will take place afterward to ensure a more informed discussion. This schedule also aligns with the goal of quarterly meetings between the three bodies. He expects to present the budget to the board on March 2, and a public budget forum is planned for March 15, consistent with last year. End-of-year transfers and the townwide spending freeze remain set for June 1.

Mr. Rosenblum asked when the tax classification hearing has typically occurred, noting it has often fallen in early December. Mr. Silva said he has long advocated for mid-November hearings to avoid delays in issuing tax bills, explaining that in the past late tax billing created significant revenue complications for the town. Mr. Sanches asked where free cash certification fits into the timeline. Mr. Strange said a date can be added and that, ideally, free cash should be certified in October, though recent years have brought delays due to reconciliation work. He said he has spoken with the Treasurer and Town Accountant, and the goal is to move certification from May to the end of December this year, then back to October or November in future years. He offered to bring in staff to provide an update at a future meeting. Mr. Rosenblum said that given new staffing in the Treasurer/Collector and Accounting Offices, achieving certification by December would already be an improvement. This would also support the January 11 CIPC review of fiscal year 2028 capital requests. Mr. Alves said the calendar should target the end of the calendar year for free cash certification, and while October may be the long-term goal, December would be a realistic milestone. He noted that earlier certification can give the town flexibility during Special Town Meetings. He also asked when last year's budget forum took place. Mr. Strange said it was earlier than March because the town expected a 17 percent health insurance increase and wanted to inform the public. This year, the forum is scheduled after the board and Finance Committee receive the full budget.

Mr. Rosenblum asked what health insurance increase is expected. Mr. Strange said the private sector is anticipating around 13 percent, and that number can be used as a placeholder until official projections are received. He noted the town now has tools to calculate savings from potential changes in insurance splits. Mr. Rosenblum said understanding those savings will help inform capital decisions and other spending decisions. Mr. Alves thanked Mr. Strange for continuing to host budget forums, noting they are one of the most appreciated improvements made in recent years. Mr. Rosenblum agreed, saying the forums help residents make informed decisions before Town Meeting, where time is limited for discussion.

TOWN ADMINISTRATOR'S REPORT

BOARD UPDATES/MISC

Chairman to approve and sign all bills, warrants and abatements. A record of all warrants is in the Select Board's office for perusal until provided to the Town Accountant's office.

CLOSING COMMENTS

August 4, 2026

Mr. Silva reminded residents that the Festa is quickly approaching and noted that the event brings increased traffic, activity, and noise in the area. He emphasized that while the evenings can be loud through midnight, the Festa is an important community event that generates significant revenue for Ludlow. He asked the public to remain patient during the few days it takes place and thanked everyone in advance for their understanding.

Mr. Alves said it was good to see progress on the library parking lot project and asked Mr. Strange whether an end date was available. Mr. Strange said he was not sure. Mr. Alves noted that the site appeared fully excavated and that paving still remained. He added that new equipment for Whitney Park is expected to be delivered in late August or early September. He also reported attending the Cultural Council concert on Sunday with his family, saying it drew roughly two hundred people and thanking Mrs. Hayes and the Cultural Council for the successful event. Mr. Alves also shared that he will meet with the new superintendent on Friday morning for an introductory meeting.

Mr. Silva raised ongoing requests from residents for pickleball facilities, noting that many residents currently travel to other communities to play. He said Ludlow has existing courts at Whitney Park and the high school that could potentially be repurposed or marked for pickleball at minimal cost. He asked for an update on prior discussions about establishing courts at Veterans Park or modifying existing courts at Whitney Park. Mr. Strange said the town has a conceptual design for Veterans Park and has submitted funding requests with assistance from the state delegation. He said the project was divided into phases, with the first phase estimated at around two million dollars, and funding remains the primary barrier. Mr. Silva said residents understand improvements require funding but still seek options in the interim, and he noted that DPW previously indicated a conversion at Whitney Park would not be expensive. Mr. Strange said DPW had been in communication with the Pioneers organization on a plan involving both futsal and pickleball courts and that he would check on the project timeline. Mr. Rosenblum added that a pickleball court has already been painted on the basketball court at Baird Middle School, where players can bring their own net. He noted that the Boys & Girls Club and the Tennis Club also offer pickleball options, though some require paid memberships. Mr. Silva said residents continue to request a town facility. Mr. Alves said funding remains the key issue but agreed that converting one of the courts at Whitney Park would be feasible.

Mr. Rosenblum said interviews for the new Recreation Director were underway and that support from the Select Board, Recreation Commission, and DPW will be important once the director is hired. He noted that after assessing current operations, a new director may identify grants to fund improvements and potentially upgrades at Whitney Park. He also shared concerns about noise lawsuits arising in other communities over pickleball. He said that in an ideal scenario, the town could develop a sports complex behind the high school with pickleball courts, repurposed fields, a playground, basketball courts, and restrooms. He added that CPA funding could assist such work if adopted locally, but emphasized that Ludlow voted down CPA twice and state matching funds have since declined significantly.

Motion made by Mr. Silva to adjourn at 7:35 p.m. Mr. Alves second. All in favor. Motion passed 4-0.

Chairman

Ludlow Select Board

All related documents can be viewed at the Select Board’s Office during regular business hours.

**INTERMUNICIPAL AGREEMENT FOR DESIGN SERVICES
FOR THE WEST STREET BRIDGE
BETWEEN THE CITY OF SPRINGFIELD AND THE TOWN OF LUDLOW**

The agreement is made this _____ day of _____, 2026, by and between the City of Springfield, a municipal corporation duly organized under the law of the Commonwealth of Massachusetts, having a principal place of business as City Hall, 36 Court Street, Springfield, MA 01103, acting by and through its Department of Public Works (hereinafter called “Springfield”), with the approval of the Mayor, and the Town of Ludlow, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 488 Chapin Street, Ludlow, MA 01056, acting by and through its Board of Selectman (hereinafter called “Ludlow”). This agreement is executed for the purpose of memorializing the desire of Springfield and Ludlow to cooperatively share the cost of design services for the needed repairs to the West Street Bridge as defined in this agreement.

Whereas, Massachusetts Highway Bridge No. L-16-16 = S-24-1 (OM7), more commonly known as the “West Street Bridge” connecting Springfield’s Front Street and Ludlow’s West Street has been closed since August of 2025 and has been identified as needing immediate deck and other structural repairs; and

Whereas, the City of Springfield, at its own expense, retained the services of a Professional Engineer (VHB) to inspect the bridge structure, identify needed repairs to the bridge deck and structure, and prepare concept plans for repairs and submitted material to the Massachusetts Department of Transportation (MassDOT) for their review and concurrence of the scope of work; and

Whereas, Springfield and Ludlow desire to work cooperatively to share the cost of remaining design services; and

Whereas, the City of Springfield, with input from the Town of Ludlow, will oversee and manage the completion of plans, specifications, and construction estimates provided by VHB, for submission and approval to MassDOT for ultimate approval under the Chapter 85 program; and

Now, therefore, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

1. The parties to this intermunicipal agreement, Springfield and Ludlow, agree to equitably share the cost for the bridge repair design, estimated to be a total cost of \$350,000, or \$203,733.33 responsible by the City of Springfield (roughly 58%) and \$146,266.67 responsible by the Town of Ludlow (roughly (42%). A copy of the design proposal is attached to this agreement and incorporated herein as Exhibit A.
2. The parties agree that the City of Springfield will be the contract holder for the design services and invoices for design services will be paid by the City and reimbursement will be paid to Springfield by Ludlow, based upon invoices approved and paid to the designer by the Springfield.
3. The parties represent that each has the authority to perform all acts required to accomplish the objective of this agreement and that the obligations imposed hereunder shall be completed within schedule identified within the attached agreement. This agreement may be amended with the written consent of the parties.
4. This agreement is pursuant to and subject to the requirements of Massachusetts General Laws Chapter 40, Section 4A (Section 4A). As required by Section 4A, the parties agree to keep and disclose to each other accurate and comprehensive records of services

performed in furtherance of the design, and costs incurred pursuant to the attached request for design services. At the request of either party to this agreement, the other party agrees to perform an audit of its records with respect to services, costs, reimbursements, and contributions. Each Party also agrees to provide periodic financial statements to the other with respect to the foregoing matters.

END OF DOCUMENT EXCEPT FOR SIGNATURE

Executed as a sealed instrument as of the day and year first above written.

CITY OF SPRINGFIELD

Approved:

Approved:

Director of DPW

Finance

Approved as to form:

Approved as to Appropriation:

City Solicitor

Comptroller

By is Mayor:

DOMENIC J. SARNO

TOWN OF LUDLOW

Approved as to Appropriation:

By: _____
Selectman

Town Accountant

By: _____
Selectman

Approved as to form:

By: _____
Selectman



Town Counsel

Being a majority of the members of the Board of Selectmen



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
CITY OF SPRINGFIELD**

**BRIDGE REPAIR BRIDGE NO. L-16-016=S-24-001 (0M7)
WEST STREET OVER THE CHICOPEE RIVER**

VHB AGREEMENT NO. 016678.004

**JUNE 26, 2026
REVISED JULY 20, 2026
REVISED JULY 24, 2026
REVISED JULY 28, 2026**

This Agreement is composed of Part I. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between City of Springfield, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB). This scope of services and lump sum fee was developed following conditions within the On-Call Engineering Services – Horizontal Construction (City Contract NO. 20250548) Agreement between the City and VHB. Work associated with the Project will be performed in accordance with the provisions of VHB's on-call contract dated February 1, 2025. If a purchase order or other authorization document is issued by the City, notwithstanding anything to the contrary in any such document, the terms and conditions of the On-Call Engineering Services – Horizontal Construction Agreement between VHB and the City dated February 1, 2025 shall be controlling and shall take precedence over any additional or different terms contained in any document generated by the City.

PART I

PROJECT DESCRIPTION

The Client has requested VHB prepare rehabilitation plans for the West Street Bridge L-16-016=S-24-001 (0M7) over the Chicopee River between Springfield and Ludlow, Massachusetts. The rehabilitation will include deck repairs and steel repairs to increase all condition items from a Poor (4) or below to a minimum of a condition rating of Fair (5). The anticipated repairs include deck, bearing, low chord, lateral brace, floorbeams, and stringers. See Section 710 for a complete list of assumed repairs. It is assumed that construction for this project will be funded by the City of Springfield.

1.0 BRIDGE REHABILITATION SCOPE

The below scope has been prepared in MassDOT Standardized Scope and Workhour Estimate (Rev. January 2024).



PART A – PROJECT TEAM AND DESCRIPTION

The following information provides a comprehensive description of tasks that are required to design this City of Springfield (Client) project. The project is comprised of the following entities used to complete their specific tasks:

Vanasse Hangen Brustlin (VHB)

Project Management

Highway Engineering

Traffic Engineering

Environmental Services

SMK

Cost Estimating

Green Environmental

Hazardous Material Survey

PROJECT DESCRIPTION

The Client has requested VHB prepare rehabilitation plans for the West Street Bridge L-16-016=S-24-001 (0M7) over the Chicopee River between Springfield and Ludlow, Massachusetts. The rehabilitation will provide deck repairs and steel repairs to increase condition items from a Poor (4) or below to a minimum of a condition rating of Fair (5). Repairs will be limited to superstructure elements that were assigned a condition rating of 4 or below in the Routine Inspection Report dated September 30, 2025. The anticipated repairs: deck, bearing, low chord, lateral brace, floorbeams, and stringers.

PROJECT LIMITS

Project limits include the full length and width of bridge L-16-016=S-24-001 (0M7) up to but not including the deck joints at both ends.



SECTION 100 PROJECT DEVELOPMENT ENGINEERING

N/A. Performance of this section is excluded from the scope of services.

SECTION 150 ENVIRONMENTAL

The following task descriptions included in this Section provide a basic description of the various actions to be taken in the environmental permitting process.

151 Early Environmental Review Checklist

N/A. Performance of this task is excluded from the scope of services. As this process does not involve the MassDOT Pre-25% Design review process, an Early Environmental Review Checklist is not included in this scope.

152 Historic/Archaeology – Federal Section 106 and State Register Review

N/A. Performance of this task is excluded from the scope of services. As no state or federal undertakings are anticipated, this scope does not include work associated with State Register Review or Section 106 consultation.

154 Hazardous Building Materials Survey

Green Environmental will visually inspect and document suspect materials that may require special handling and/or disposal prior to demolition. The survey will include assessment for the presence of asbestos and lead-based paint. Bulk samples of suspect building materials will be collected using destructive measures and will be submitted for laboratory analysis as appropriate. Up to 12 asbestos samples and 8 lead-paint chip samples have been budgeted.

Note: Subsurface investigation and collection of samples for soil samples for laboratory analysis are not included in this scope of consultant services.

155 Project Development Meetings and Public Hearings

N/A. Performance of this task is excluded from the scope of services.

156 National Environmental Policy Act / Massachusetts Environmental Policy Act (NEPA/MEPA) Determination

N/A. Performance of this task is excluded from the scope of services. As no federal actions, including the use of federal funds, are anticipated, NEPA is not required. NEPA services are not included in this scope.

As the project solely consists of bridge replacement/maintenance, of which the design is substantially the functional equivalent (no expansion in capacity) and in similar alignment (within the footprint of, and less than 10% increase in size) to the existing bridge, the Project is exempt from MEPA per the Transportation Bond Bill Footprint Bridge Exemption. MEPA services are not included in this scope.



170 USACE Section 404 Permits

N/A. Performance of this task is excluded from the scope of services. As the project does not involve the discharge of dredged or fill material into wetlands and/or waters of the United States as defined by the Army Corps of Engineers, Section 404 permitting is not required. Section 404 is not included in this scope.

171 USACE Individual Section 404 Permit

N/A. Performance of this task is excluded from the scope of services.

172 U.S. Coast Guard Bridge (USCG) Permit

N/A. Performance of this task is excluded from the scope of services. A Coast Guard bridge permit is not required as the waterway is not considered navigable by the USCG and is not tidal. This scope does not include USCG permitting services.

176 Wetland Resource Area Delineation

N/A. Performance of this task is excluded from the scope of services.

179 WPA Notice of Intent (NOI)

N/A. VHB excludes the preparation and filing of a Notice of Intent in this contract because we believe the bridge repair project meets the Footprint Bridge Exemption found within Chapter 79 Section 24 Acts of 2014.

181 Chapter 91 License/Permit Application

N/A. VHB excludes the preparation and filing of any Chapter 91 license/permit in this contract because we believe the bridge repair project meets the Footprint Bridge Exemption found within Chapter 79 Section 24 Acts of 2014.

182 Water Quality Certification (WQC)

N/A. VHB excludes the preparation and filing of a Water Quality Certificate in this contract because we believe the bridge repair project will not include dredge or fill into jurisdictional resource areas.

184 Wildlife/Rare Species Assessment

N/A. Performance of this task is excluded from the scope of services.

185 Essential Fish Habitat Assessment

N/A. Performance of this task is excluded from the scope of services.

187 Impaired Waterbody Assessment and Water Quality Data Form

N/A. Performance of this task is excluded from the scope of services.



188 Noise Studies

N/A. Performance of this task is excluded from the scope of services.

SECTION 200 FUNCTIONAL DESIGN REPORT

N/A. Performance of this Section is excluded as it is not anticipated for this scope of work, and traffic counts are not anticipated to be needed or collected.

SECTION 220 DESIGN JUSTIFICATION WORKBOOK

N/A. Performance of this Section is excluded from the scope of services.

SECTION 230 INTERCHANGE JUSTIFICATION/MODIFICATION REPORT (IJR/IMR)

N/A. Performance of this Section is excluded from the scope of services.

SECTION 300 25% HIGHWAY DESIGN SUBMISSION

N/A. Performance of this section is excluded from the scope of services. Highway design is not anticipated to be needed since the bridge work is anticipated to stay within the limits of the bridge deck joints and not be off the bridge.

SECTION 350 DESIGN PUBLIC HEARING

N/A. Performance of this Section is not anticipated and therefore not included in this scope of services.

SECTION 400 75% HIGHWAY DESIGN SUBMISSION

N/A. Performance of this section is excluded from the scope of services.

SECTION 450 100% HIGHWAY DESIGN SUBMISSION

N/A. Performance of this section is excluded from the scope of services.

SECTION 500 RIGHT OF WAY

N/A. Performance of this section is excluded from the scope of services.



SECTION 600 GEOTECHNICAL DESIGN

N/A. The project will include design of superstructure repairs only. Geotechnical design is not included in the scope of work.

SECTION 700 PROJECT DEVELOPMENT – STRUCTURAL

N/A. Preliminary design is not included. Bridge rehabilitation project will advance to 25% design.

SECTION 710 25% DESIGN PLANS

For the purposes of this proposal, VHB assumes the following general components of the West Street Bridge will be included in the rehabilitation design.

- Intermediate repair of the concrete-encased steel grid deck.
 - Repair to the heaves in the grid deck
 - Repairs to twelve (12) full depth deck spall locations
 - Resetting the displaced granite curbs
- Steel repairs to two (2) Stringers locations
- Steel repairs to eight (8) Floorbeams locations
- Steel repairs to two (2) Floor System Bracing locations
- Steel repairs to four (4) Lower Chord locations
- Steel repairs to nine (9) Truss Lower Chord Gusset Plate locations
- Steel repairs or replacement to all four (4) bridge bearings
- Miscellaneous steel repairs to the Bridge Pedestrian Railing

No additional strengthening of structural members is anticipated. Repairs will be designed to replace or supplement the as-built section of the steel members.

711 Establish Boring Locations

N/A. VHB anticipates no foundation design. Borings not included on the project.

713 25% Design Plan Development

VHB will prepare 25% Design Plans for the superstructure repairs and submit to the Client for review. VHB assumes one (1) submission will be made to the client for 25% Design.

714 Meetings, Coordination and Liaison

VHB will participate in review meetings with the client. Prepare responses to agency comments and plan revisions, as necessary. VHB assumes two (2) meetings will be held virtually with the client to develop the 25% Design.

VHB will perform a plans-in-hand site visit to review accessible repairs on the structure.



715 Constructability Review

VHB will review the design of the proposed rehabilitation work to identify unusual matters that could unduly increase project costs or cause scheduling delays during construction, resulting in claims for extra work.

716 Submission Checklist

N/A. VHB assumes no Sketch Plan Submission will be made to MassDOT and no checklist will be prepared.

SECTION 750 FINAL BRIDGE DESIGN

751 Structural Design – Superstructure

VHB will prepare the design calculations and perform an independent design check of the calculations for all superstructure repairs in accordance with the MassDOT *Bridge Manual* and AASHTO Standard Specifications for the original design truck or H20, whichever is greater. Repaired elements will be designed to restore the strength of the original member. Calculations will be checked by a second engineer.

752 Structural Design – Substructure

N/A. The project will include the design of superstructure repairs only. Substructure rehabilitation is not included in the scope of work.

753 Bridge Layout Geometrics

N/A. VHB anticipates no changes to the existing bridge geometry.

754 Contract Drawings

VHB will prepare the structural drawings in accordance with the MassDOT *Bridge Manual* requirements for Chapter 85 review and check the drawings for structural adequacy.

First Chapter 85 Review Submission

VHB will prepare and submit the bridge design plans and structural calculations for MassDOT Chapter 85 review and subsequent resolution of the comments and recommendations received from MassDOT.

756 Quantity Cost Estimates

VHB will prepare the quantity calculations, and perform an independent check of the quantity calculations of the bridge items and related cost estimates.



757 Special Provisions

VHB will prepare the bridge special provisions in accordance with the MassDOT *Bridge Manual*. Special provisions will supplement the current MassDOT Standard Specifications.

758 Second Chapter 85 Review Submission

VHB will prepare and submit updated final bridge design plans and structural calculations for MassDOT Chapter 85 review and subsequent resolution of MassDOT comments and recommendations. After MassDOT accepts the design, a complete final set of plans will be submitted to MassDOT for Bridge Engineer's signature.

759 FHWA Reviews

N/A.

760 Meetings and Liaison

VHB will participate in meetings and coordinate in scheduling and advancing the bridge design. VHB assumes two (2) meetings will be held virtually with MassDOT and the Client to develop the Final Design.

761 Constructability and Quality Control (QC) Review

VHB will perform an independent review of the project by an experienced engineer who is not directly involved in the preparation of the contract documents. Review shall focus on the practicality of constructing the structure based on access to site, equipment needs, material properties, etc. Provide an overall review of the plans, specifications and estimate for conformity to the *Guidebook*, the *Standard Specifications for Highways and Bridges*, the latest *Supplemental Specifications*, the *Bridge Manual*, the *Construction and Traffic Standard Details*, and the latest Engineering and Policy Directives.

762 Submission Check List

N/A. Performance of this section is excluded from the scope of services.

SECTION 800 PS&E SUBMISSION

N/A. Performance of this section is excluded from the scope of services.

SECTION 900 CONSTRUCTION ENGINEERING

N/A. Performance of this section is excluded from the scope of services. Construction phase services not included.



JOB SITE SAFETY

Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations and duties, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in the Client's contract with the Contractor.

CLIENT-FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the Client. The Client shall provide VHB with project-related technical data including, but not limited to, the following:

- › Permissions to access the Site and surrounding areas as necessary.
- › Copies of available previous surveys, utility records, and subdivision plans of the Site and surrounding areas.
- › Project-related technical data including any historical environmental reports, and all other relevant data pertaining to the environmental condition of the Site.

RIGHT TO RELY

VHB shall be entitled to rely upon the accuracy, completeness, and timeliness of information furnished by the Client, as well as other members of the Project Team, in connection with the performance of services under this Agreement. VHB will not, as part of this Agreement, independently verify the accuracy and completeness of work prepared by other members of the Project Team.

The Client and no other party may rely upon the documents prepared by VHB. The Client understands that VHB is providing the limited services described herein. VHB shall not be liable for any unknown or unforeseen circumstances which may affect the Client's purchase, sale, or development of the Site.

SCHEDULE

VHB will begin performance of this Scope of Services upon receipt of a fully executed Agreement. The Client understands that VHB's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the Project Team. The delivery of VHB's services is dependent on the timely delivery of information or work products from others. It is VHB's understanding that the Client is providing the ultimate direction to and coordination of the Project Team. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB. The schedule is also subject to weather, and is exclusive of Client and local review of deliverables.



The following is the schedule for performance of the services outlined herein:

- › VHB met with the City of Springfield, City of Ludlow and MassDOT on April 30th to review bridge conditions intended to be repaired. VHB's first 25% Submission to the City will be on 8/21. 25% design will be submitted to MassDOT for concurrence with design approach only. Client and stakeholder review is expected to require 2 months for review after submission.
- › Final design Chapter 85 Rev 0 submission will be submitted in 2 months after the Client completes the review of the 25% design. MassDOT's review is expected to take an additional 2 months. Upon completion of the review, VHB will incorporate any required comments and submit Chapter 85 Rev 1 submission including stamped contract documents.

If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.

COMPENSATION

VHB will perform the Scope of Services contained in this proposal on a lump sum basis including expenses.

TASK 1	BRIDGE REHABILITATION SCOPE	VHB Total	Springfield Share	Ludlow Share
Task 1.1	Environmental	\$4,000.00	\$4,000.00	\$0.00
Task 1.2	Sketch Plans - Deck Repair	\$13,000.00	\$10,111.11	\$2,888.89
Task 1.3	Sketch Plans - Superstructure Repairs	\$18,000.00	\$9,000.00	\$9,000.00
Task 1.4	Sketch Plans - Truss Repair	\$15,000.00	\$7,000.00	\$8,000.00
Task 1.5	Sketch Plans - Bearing Repairs	\$10,000.00	\$5,000.00	\$5,000.00
Task 1.6	Sketch Plans - Railing Repairs	\$6,000.00	\$3,000.00	\$3,000.00
Task 1.7	Final Bridge Plans - Deck Repair	\$47,000.00	\$36,555.56	\$10,444.44
Task 1.8	Final Bridge Plans - Superstructure Repairs	\$70,000.00	\$35,000.00	\$35,000.00
Task 1.9	Final Bridge Plans - Truss Repair	\$58,000.00	\$27,066.67	\$30,933.33
Task 1.10	Final Bridge Plans - Bearing Repairs	\$35,000.00	\$17,500.00	\$17,500.00
Task 1.11	Final Bridge Plans - Railing Repairs	\$24,000.00	\$12,000.00	\$12,000.00
Subconsultant - SMK	Cost Estimating Services	\$50,000.00	\$37,500.00	\$12,500.00
TOTAL CONTRACT VALUE		\$350,000.00	\$203,733.33	\$146,266.67

1. The total Lump Sum Fee for services rendered in Tasks above will be invoiced monthly as a percentage of completion. Payment of invoicing shall not be contingent on Clients payment from the Town of Ludlow.
2. VHB will not exceed the total Lump Sum Fee as stated herein without the written approval of the Town.
3. The fees or scope in this proposal may be subject to change if not accepted within 60 days of the date of issue.



SERVICES NOT INCLUDED

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

KEY ASSUMPTIONS

In developing this scope and fee estimate, VHB has made the following key assumptions in addition to any assumptions previously described herein. Significant changes to VHB's assumptions may require changes to the scope and fee associated with this Agreement.

- › Bridge Inspection and Rating are not included.
- › No Geotechnical exploration or engineering is included.
- › Repairs will include superstructure elements only. No substructure repairs, work in water, or work in environmentally sensitive areas, are included. No modifications to bridge joints, roadway approaches, sidewalks, barrier, or guardrail are included.
- › No utility coordination is included
- › Temporary shoring and jacking, if required, will be designed by the contractor
- › Bid and construction phase services are not included.
- › This scope does not include structural material sampling or testing.



VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

VHB assumes that this scope of work will be subject to the terms and conditions Contract No. 20250548 dated 2/1/2025. We reserve the right to modify the scope if revisions to the terms or alternate terms are proposed.

By: 

Print: Nicholas A. Scenna

Title: Managing Director - H&S

Date: 7/13/2026

CLIENT AUTHORIZATION

City of Springfield agrees with Part I, which includes the Scope of Services, Compensation, and Schedule. Upon execution, this Agreement becomes part of Contract No. 20250548 dated 2/1/2025. Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and City of Springfield. The fees in this proposal may be subject to change if not accepted within 60 days from the date of issue.

By: _____

Print: _____

Title: _____

Date: _____

Waiver
Town of Ludlow - Harris Brook Elementary School

This Waiver (this "Waiver"), effective as of August 5, 2026, the scope of which is described more fully below, is made by and between Solect Energy Lessee II LLC, successor in interest to Solect Energy Development LLC, located at 87 Hayden Rowe Street, Hopkinton, MA 01748 ("Provider") and Town of Ludlow, with an address of 488 Chapin Street, Ludlow, MA 01056 ("Host"). This Waiver is executed in respect of that certain Power Purchase Agreement by and between Provider and Host dated as of October 17, 2024 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

1. Waiver. Host agrees that it waives and will not exercise any termination right related to a failure of Provider to achieve the Guaranteed Commercial Operation Date. Except as set forth in the preceding sentence, Host does not waive any other rights in the Agreement.
2. No Other Changes. Except as agreed herein, the Agreement shall remain unchanged and shall remain in full force and effect.
3. Counterparts. This Waiver may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the day, month and year first above written.

Solect Energy Lessee II LLC

Name: John Bodt
Title: President and Authorized Signatory
Signature: 
Date: 8/6/2026

Town of Ludlow Massachusetts

Name: _____
Title: Chairperson, Select Board
Signature: _____
Date: _____

**OFFTAKER ESTOPPEL CERTIFICATE
(LUDLOW HARRIS BROOK ELEMENTARY SCHOOL)**

Dated as of _____, 2026

Reference is made to that certain Power Purchase Agreement dated October 17, 2024 (the “PPA”) and Lease Agreement dated of even date, (the “Lease”, together with the PPA, the “Agreement”) as executed by Solest Energy Development LLC, a Massachusetts limited liability company (the “Original Power Provider”), and Town of Ludlow, a municipality (the “Counterparty”), as assigned to Solest Energy Lessee II LLC, a Delaware limited liability company (the “Company”) after the execution of the Agreement relating to that certain solar photovoltaic electricity-generating system located at 209 Fuller St (a/k/a 766 Chapin St.), Ludlow, MA 01056 (the “Project”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. Unless otherwise stated herein, the “Company” shall mean collectively the Original Power Provider and the Company.

This Estoppel Certificate (“Estoppel”), made for the benefit of Wintrust Commercial Finance, a division of Wintrust Asset Finance Inc. (“Wintrust”), is delivered pursuant to Section 21(c) of the PPA in connection with (a) the sale of the Project to Wintrust and leaseback of the Project to Company, and (b) collateral assignment and grant to Wintrust of a first priority security interest in all of Company’s right, title and interest in, to and under the Agreement.

Acknowledging that Wintrust, its successors and assigns, (collectively, the “Reliance Parties”) will rely hereon, the undersigned Counterparty does hereby represent and warrant to the Reliance Parties as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the PPA, including all exhibits and schedules thereto, as in effect on the date hereof.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Lease, including all exhibits and schedules thereto, as in effect on the date hereof.
3. Except as set forth herein, as of the date hereof, the Agreement represents the entire agreement between Counterparty and Company, with respect to the Project and the Premises, and the Agreement is in full force and effect and has not been amended in any way, other than as specifically identified in Exhibit A or Exhibit B.
4. Counterparty hereby ratifies and confirms all of the terms and provisions of the Agreement and agrees that all of such terms and provisions, as amended hereby, remain in full force and effect.
5. Counterparty has not transferred or assigned any interest in the Agreement.
6. All representations and warranties made by Counterparty in the Agreement are true and correct as of the date hereof.
7. There are no actions pending against Counterparty under the bankruptcy laws or any similar laws of the United States or any state.

8. Counterparty is not aware of any Force Majeure Event excusing the performance of either party under the Agreement, except as described in Exhibit C attached hereto and which Counterparty has accepted as a Force Majeure Event (an "Accepted Force Majeure Event").
9. All fees, rental payments and other consideration due under the Agreement through and including the date hereof have been paid. There are no additional fees, rental payments or any other consideration of any type that are presently due under the Agreement.
10. All liquidated damages, if any, owed by or to Counterparty as of the date hereof have been paid or waived by the non-owing party.
11. Counterparty has not given to or received from Company written notice of an Event of Default under the Agreement.
12. Counterparty has not received written notice nor has knowledge that it is in violation of any governmental law or regulation applicable to its interest in the Premises or any adjacent property owned by Counterparty and its operation thereon, including, without limitation, any environmental laws and Counterparty has no reason to believe that there are grounds for any claim of any such violation.
13. There are no proceedings pending or, to Counterparty's knowledge, threatened against or affecting Counterparty in any court or by or before any governmental authority, arbitration board or tribunal that could reasonably be expected to have a material adverse effect on the ability of Counterparty to perform its obligations under the Agreement.
14. The execution, delivery and performance by Counterparty of the Agreement has been duly authorized by all necessary governmental, corporate, partnership, limited liability, or other action on the part of Counterparty and does not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made. Counterparty, and the person(s) executing this Estoppel on behalf of the Counterparty, are duly authorized to do so.
15. Counterparty acknowledges that Wintrust is a Financing Party under the Agreement and shall have all rights and benefits of a Financing Party therein.
16. Counterparty acknowledges and agrees that the Reliance Parties may rely upon the statements made in this Estoppel. This Estoppel shall have the effect of estopping the undersigned and its successors and assigns from making any assertions contrary to the contents hereof.
17. This Estoppel shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel to be duly executed and delivered by its duly authorized officer as of the date set forth above.

COUNTERPARTY:

Town of Ludlow

By: _____

Name: William Rosenblum

Title: Chairperson, Select Board

[Remainder of page intentionally left blank]

AGREED TO AND ACKNOWLEDGED BY:

COMPANY:

SOLECT ENERGY LESSEE II LLC

By: _____

Name: John Bodt

Title: President

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of October 17, 2024, (the "**Effective Date**") by and between the Town of Ludlow, 488 Chapin Street, Ludlow, Massachusetts, 01056 ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located at 89 Hayden Rowe, Suite E, in Hopkinton, Massachusetts 01748 (together, the "**Parties**").

WHEREAS, Host is a member of the PowerOptions Program organized by PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project**"); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties and which is attached hereto as Exhibit E and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. **TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of the Term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the Term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the Parties hereby confirm that Provider shall also have appurtenant rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

3. LEASE RIGHTS.

(a) Lease Access Specifications: Appurtenant Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "Permitted Uses"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following "Appurtenant Rights" with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive appurtenant right for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The appurtenant rights to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project. In the event the Provider causes any excavation or disturbance, the Provider shall restore the area to the condition prior to Provider's excavation or disturbance, including restoration of vegetation or hot top. If the Utility working on the Provider's behalf causes any excavation or disturbance, the Utility and if the Utility (acting as an express agent of Provider) fails, the Provider, shall restore the area to the condition prior to the Utilities' excavation or disturbance, including restoration of vegetation or hot top.

(iii) Solar Appurtenant Rights. Exclusive appurtenant rights to receive direct sunlight and solar energy without obstruction and without passage of sunlight through vegetation, structures or any other objects, pursuant to which Host shall not (a) construct new buildings or structures; (b) install rooftop equipment in a different location than the rooftop equipment is currently located. If rooftop equipment needs to be relocated, it shall not interfere with the Project or Provider's appurtenant rights hereunder; (c) plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may become a hazard to the Project; or (d) overshadow or otherwise block or interfere with direct sunlight access to the Project at any hour of the day. The solar appurtenant rights granted herein include rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Appurtenant Rights. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service

infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

The only appurtenant rights are expressly contained herein this Article 3 and no other appurtenant rights to the premises are granted. Any other appurtenant rights, express or implied, if any, are hereby excluded from this lease and expressly reserved by the Host. All appurtenant rights shall terminate contemporaneously with this Lease.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and quietly have, hold, occupy and enjoy the Premises, use of the Appurtenant Rights and Access Rights, and any other rights granted by this Lease twenty-four (24) hours a day, seven (7) days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host, subject to the regulations which govern use of the Premises by the Host. All of the foregoing, the Provider does hereby acknowledge that a portion of the Premises are used for school purposes and as such the Provider shall not interfere with the school use of the Premises and/or Easements related thereto.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal. Said rights of access shall be limited insofar as the need of the Provider to access the interior of the school building and/or electricity supply to the building which, except for emergency situations, may occur only with prior notice and such prior notice may be reasonably denied by the Host so as not to interfere with the ongoing school use of the building section of the Premises. Access noted herein shall be subject to the CORI and SORI requirements set forth in the PPA and incorporated herein by reference.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the

right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Appurtenant Rights. Provider acknowledges that a portion of the Property is used as a parking lot and will continue to be used as a parking lot and Provider's use thereof shall not interfere with said use following Commercial Operation.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment (the "**Temporary Storage Space**") and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation. Said Temporary Storage Space and or parking of equipment shall be done ONLY in a designated area approved in advance by the Host. Provider shall restore the Temporary Storage Space to its original condition prior to the commencement of the use by the Provider. Said restoration shall be completed within 30 days of the Provider no longer using the Temporary Storage Space.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the Hampden County Registry of Deeds regarding its Access Rights and Appurtenant Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an

affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) **Site Security.** Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: None.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records which are in the possession of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) In accordance with Section 4(o) of the PPA, Host shall provide to Provider a copy of the applicable roof warranties for the Premises ("**Existing Roof Warranties**") and attached instructions from the manufacturer(s). Provider shall arrange for and undertake and pay for a pre-construction roof inspection by the issuer of the Existing Roof Warranty. In the event there are items that need to be repaired, the Host shall be required to undertake the repairs prior to any installation. Provider shall design and construct the Project consistent with such manufacturer's requirements so that no Existing Roof Warranty is voided on account of the installation of the Project. Provider shall assist Host in procuring a written confirmation that the Existing Roof Warranty is not voided on account of the Installation of the Project from the Existing Roof Warranty issuer, including submitting any documentation supporting such efforts. Provider shall consult, as

may be necessary, with any company that has provided such roof warranty to the Host.

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: None.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions pursuant to Section 16(b)(i) of the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the Site Plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed. Said Site Plan shall be consistent with the approved amended site plan by the Host Planning Board.

For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Appurtenant Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "Maintenance") promptly after Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(h) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property. In the event the Provider damages the Premises while maintaining the Project, Provider shall either (i) repair the damage to the Premises, or (ii) reimburse Host for the cost of Host or Host's agents repairing the damage to the Premises.

(i) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(j) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(k) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(l) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned so long as said modification is within the scope of the work on the approved Site Plan.

(m) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

(n) Provider shall be responsible for removal of snow from the Project as may be necessary in the Provider's discretion. For an abundance of clarity, Host is responsible for the removal of snow from the areas of the Property not occupied by the Project. If Host reasonably believes that snow accumulation on the roof presents a significant risk of damage to the roof of the building where the Premises are located, such as a high level of roof deflection, or a local municipal authority with jurisdiction orders snow removal from the Project due to imminent danger, Host shall notify Provider immediately and then Provider shall, at a maximum of three times per year, send a technical advisor within twenty-four (24) hours or as soon as it is safe, to shut the System down during snow removal and advise as to Host's (or Host's subcontractor's), removal of snow, including advising Host as to where Provider's equipment, including conduit line, is located. Both Parties shall be responsible for their own costs associated with the removal of said snow.

6. **RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. **INTENTIONALLY OMITTED.**

8. **PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including

mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Appurtenant Rights and Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "Mortgage," and the holder thereof from time to time the "Holder") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Appurtenant Rights and Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Hampden County Registry of Deeds. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually

convenient date but in no case later than one hundred twenty (120) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. In the event the Provider fails to remove the Project from the Premises within the foregoing period, as consideration for the delay in removing the Project, the Provider shall, for the duration of the delay, (i) not deenergize the system, and (ii) deliver to Host all of the energy generated by the Project at no cost. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). If the Project is located on a paved surface, the Provider shall remove the Project at grade and patch the paved surface where the Project was located. For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project.

10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with

its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The Parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project. The Provider shall provide at least thirty (30) days written notice to the Host of said proposed removal or any obstruction. Provider shall be responsible to dispose of any vegetation so removed.

(d) Adjoining Properties. Provider has reviewed the proposed Project and has determined that there are no structures or plantings on adjoining property which will interfere with the solar access for the Project. If in the future, Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs. Host shall support the efforts of the Provider in the event an adjoining property owner seeks to construct a building which would have an adverse impact on the solar access to the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Select Energy Development LLC, a Massachusetts limited liability company

By: DocuSigned by:
James R. Dumas
ED1005533B8C4B8...

Name (printed): James Dumas

Title: Chief Financial Officer

Town of Ludlow

By: Derek DeBarge

Name (printed): Derek DeBarge

Title: Chair, Board of Selectmen

Approved as to Form and Content:
Town of Ludlow School Committee

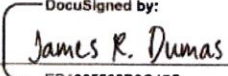
By: _____

Name (printed): Frank Tiano

Title: Superintendent

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: 
 DocuSigned by:
ED1005533B8C4BB..

Name (printed): James Dumas

Title: Chief Financial Officer

Town of Ludlow

By: _____

Name (printed): Derek DeBarge

Title: Chair, Board of Selectmen

Approved as to Form and Content:
Town of Ludlow School Committee

By: 

Name (printed): Frank Tiano

Title: Superintendent

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Address: 209 Fuller Street (a/k/a 766 Chapin Street),
Ludlow, Massachusetts 01056**

The land, together with the building thereon, located at 209 Fuller Street (a/k/a 766 Chapin Street), Ludlow, Massachusetts and described in that certain warranty deed from John Cirra and Mary Cirra, otherwise known as John Cirra and Mary Cirra, to The Town of Ludlow, dated March 27, 1958 and recorded March 28, 1958 with the Hampden County Registry of Deeds in Book 2599, Page 404, which land is more particularly described below.

[Remainder of page intentionally left blank]

the land in said Ludlow, bounded and described as follows:

[Description and measurements, if any]

Beginning at an iron pipe in the Northerly line of Chapin Street, said pipe being distant N 86° 21' W one hundred forty-four (144.0) feet from a stone bound at an angle point in said Chapin Street Northerly line, said Bound being distant N 71° 20' W twenty-eight and forty-seven one hundredths (28.47) feet from a point at the intersection of said Northerly line of Chapin Street and the Westerly line of Fuller Street;

Running thence N 86° 21' W along said Northerly line of Chapin Street three hundred twelve and thirty-eight one hundredths feet to an iron pipe at land of Rudolph Cirra; thence running N 0° 22' W along land of said Rudolph Cirra two hundred fifty (250.0) feet to an iron pipe;

Thence running N 86° 21' W along land of said Rudolph Cirra one hundred fifty (150.0) feet to an iron pipe at land of one Salva;

Thence running N 0° 22' W along land of said Salva and along land of one Cialak six hundred thirty-six (636.0) feet to an iron pipe in the swamp near Higher Brook;

Thence continuing in the same direction along land of said Cialak about sixty-five feet to the center of said brook;

Thence running Easterly along the center of said Brook about eight hundred thirty-(830.0) feet to a point in the Westerly line of said Fuller Street;

Thence running S 11° 34' W along said Westerly line of Fuller Street about thirty-six (36) feet to an iron pipe;

Thence running S 3° 26' 10" W along said Westerly line of Fuller Street three hundred twenty-nine and four tenths (329.4) feet to an iron pipe;

Thence running S 3° 04' 30" E along said Westerly line of Fuller Street two hundred thirty-eight and seventy-five one hundredths (238.75) feet to an iron pipe at land of William Smits;

Thence running N 78° 50' 30" W along land of said Smits, one hundred eighty-nine and seventy-nine one hundredths (189.79) feet to a concrete bound;

Thence running S 7° 00' E along land of said Smits two hundred (200.0) feet;

Thence running S 79° 22' E along land of said Smits two hundred and six and twenty-two one hundredths (206.22) feet to an iron pipe in said Westerly line of Fuller Street;

Thence running S 11° 57' 30" W along said Westerly line of Fuller Street, fifty and one one hundredths (50.01) feet to an iron pipe at land of the grantors;

Thence running N 79° 22' W along land of the said grantors two hundred and one and eighty-nine one hundredths (201.89) feet to an iron pipe;

Thence running S 7° 00' W along land of the grantors three hundred fifty-nine and four tenths (359.4) feet to the point of beginning.

Containing about 13.814 acres of land. Being a portion of the premises conveyed to us by deed of Andrew Nowak dated November 21, 1911 and recorded in the Hampden County Registry of Deeds in Book 818 Page 329 and also by deed of Stanislaus Nowak dated November 8, 1913 and recorded in said Registry in Book 856 Page 278.

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Appurtenant Rights set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

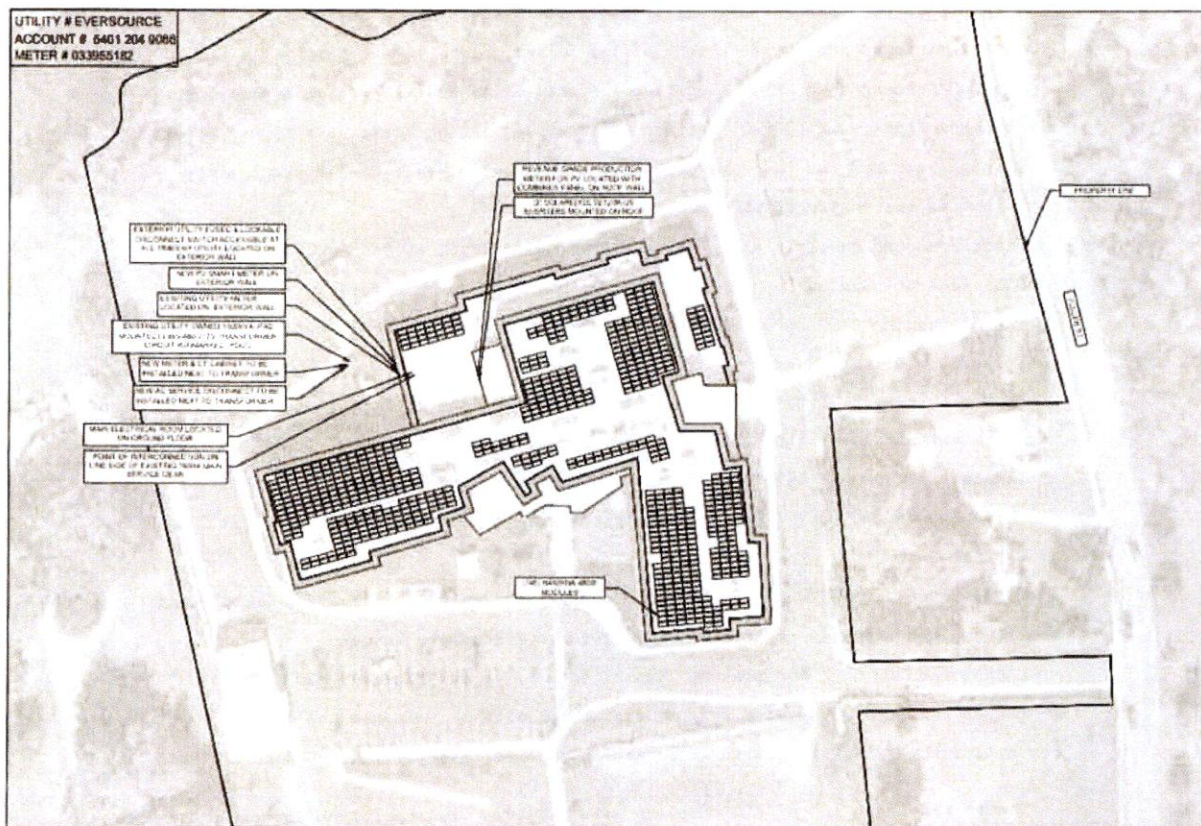


EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease and appurtenant rights:

Parties to the Lease Agreement (the "Lease"):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "**Property**"). For Landlord's title see Deed recorded with the [Insert County] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No _____].

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning for the term of the Lease, including the roofs, exterior and interior walls, through to the main electric room, parking lot and exterior areas of the Property (the "**Lease Area**").

Date of Execution of the Lease: _____ (the "**Effective Date**").

Term of Lease:

The Term of the Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date, as defined in the Lease, unless the Tenant exercises the option to extend the Term of the Lease, in which case the Term of the Lease shall include the Extension Term.

Option to Extend:

Tenant shall have the right to extend the Term of the Lease for one (1) five-year Extension Term

Miscellaneous:

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____, 202_.

LANDLORD:

[insert name of Landlord]

By: _____

Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

Notary Public

My Commission Expires:

TENANT:

Solect Energy Development LLC

By:

James R. Dumas, CFO, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ date of _____, 202__, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

Notary Public

My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

Property Address: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

EXHIBIT B

PREMISES AREA DESCRIPTION

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Appurtenant Rights set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

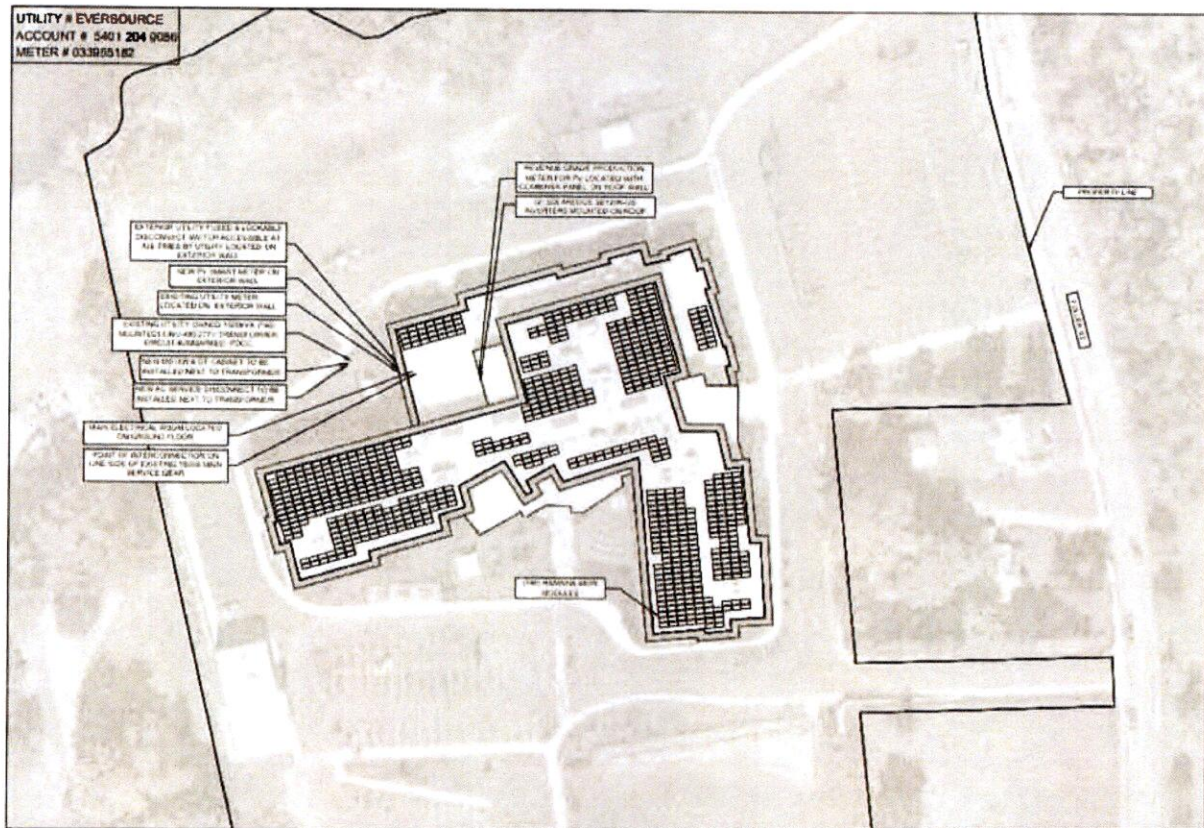


EXHIBIT C

Appurtenant Rights [update with Appurtenant Rights per lease and PPA]

EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____ ("Lender"), _____ ("Landlord"), and Solect Energy Development LLC, ("Tenant").

WITNESSETH

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____ page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

With copy to Town Counsel:
Mead, Talerman & Costa LLC
Attention: Lisa Mead
30 Green Street
Newburyport, MA 01950

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____
Printed Name:
Title:

LANDLORD:

By: _____
Printed Name:
Title:

LENDER:

By: _____
Printed Name:
Title:

E to LEASE AGREEMENT
POWER PURCHASE AGREEMENT

[Attached]

POWER PURCHASE AGREEMENT

For

Ludlow Harris Brook Elementary School
209 Fuller Street
Ludlow, Massachusetts 01056

Dated as of

October 17, 2024

between

Town of Ludlow
488 Chapin Street
Ludlow, Massachusetts 01056

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**” or “**PPA**”) is entered into as of October 17, 2024, (the “**Effective Date**”), by and between the Town of Ludlow, a Massachusetts municipality with an address of 488 Chapin Street, Ludlow, MA 01056 (“**Host**”), and Solect Energy Development LLC, 89 Hayden Rowe Street, Hopkinton, Massachusetts 01748 (“**Solect**” or “**Provider**”) a Limited Liability Company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of the PowerOptions Program organized by PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate in accordance with (G.L. c. 164, § 137);

WHEREAS, Provider and PowerOptions have entered into an agreement dated April 1st, 2022, as amended, governing the terms and conditions of Provider’s participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the “**Lease**”) pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS attached hereto as Annex 1 or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date.

(d) Extensions. Provider shall have one (1) option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall deliver a written request to extend to Host at least six (6) months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is sixty (60) days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed three hundred sixty (360) days, unless otherwise mutually agreed by the Parties in writing.

(f) Early Termination by Provider. Provider may terminate the Agreement for convenience without the consent of Host prior to the Expiration Date. If Provider elects to exercise its right to terminate for convenience, Provider shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B-2, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease and in the event the Provider does not so act the Host may take actions to disconnect the Project. Upon Provider's payment to Host of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. If Installation Work has commenced at the Premises as of the date of termination Provider shall pay all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease.

(g) Obligations Following Termination. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event; and the Defaulting Party shall take all commercially reasonable efforts to facilitate such mitigation efforts by the Non-Defaulting Party. In addition, Provider shall have the obligation to remove the Project following termination in accordance with Section 9(f).

3. ACCESS RIGHTS.

(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Access for Routine Maintenance, Inspection and Repairs. Provider agrees that Host may conduct inspection, maintenance, and repairs of the Site roof and any HVAC or other building equipment located thereon as reasonably necessary to comply with all warranties and ensure the proper functioning thereof, and that such activities shall not be deemed interference with the Provider's occupancy of the Premises; provided however that if Project Shutdown is required on account of such Host activities, then Section 10(a) of this Agreement shall apply.

(c) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to

arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project.

(b) Structural Analysis of Host Building. Prior to the commencement of installation of the Project, Provider shall, in accordance with Section 5(k) of the Lease, at its own cost, engage a professional engineer licensed in the Commonwealth of Massachusetts to perform a structural analysis of the building to determine the feasibility of installation of the Project on the rooftop of the building, and site engineering for the Project. The report and/or affidavit of the structural engineer shall confirm and certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building or grounds and/or roof of the building and taking into account snow loads and all other equipment located on the roof or ground as required by local building code. Provider shall provide a copy of the structural engineering analysis, stamped by such professional engineer prior to commencement of construction.

(c) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the construction start date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) the Project does not qualify under the Applicable Solar Program;

(vi) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(vii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes

Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(d) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host to agree upon a plan and schedule for construction of the solar System. Upon at least ten (10) Business Days prior notice to Host (unless such requirement is waived by Host), Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, approved weight calculations in the structural report, and location and height of both the rooftop and carport systems as set forth in Exhibits D and E, without Host's approval, not to be unreasonably withheld, conditioned or delayed. Provider shall provide Host with written notice of such proposed modifications to the Final System design drawings and they shall be deemed approved by Host, unless Host objects to any such modifications within fifteen (15) Business Days following such notice.

(iii) Prior to commencement of construction, Provider shall deliver to Host the Payment Bond required under Section 4(o).

(e) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the

commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(f) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G. Provider shall comply with all applicable legal requirements regarding work on school facilities (including, without limitation, conducting a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any employee of the Provider or of a subcontractor of the Provider who will work at the Premises). Host shall keep any CORI or SORI search results confidential.

(g) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when the Installation Work is mechanically complete and when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(h) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, students, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site

reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site, the requirements of the Lease, and federal, state and local requirements, including but not limited to COVID-19 protocols applicable to Provider. In the event of an emergency or unplanned outage, Host shall arrange for Provider to have unimpeded (supervised, if Host so elects) access to the Project, subject to any site-specific security requirements of Host.

(i) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances, in which case Provider and Host will agree upon a reasonable shut down duration. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(j) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility or Governmental Authority:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications no later than the commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Provider's Right to Conduct Tests. Provider shall have the right to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days

after completion of such test. Provider shall bear the cost of such testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than two percent (2%) or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth

the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(iii)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

(k) Operations Manual; As-Built Documentation; Training of Host Facilities Staff. Within ninety (90) days of the Commercial Operation Date, Provider shall deliver to Host a current operation, maintenance and parts manual for the Project, including one electronic copy of the final detailed as-built drawings, accurately depicting the System, the Project and the Premises, including all wiring, lines, conduits, piping and other structures and equipment, stamped by a Massachusetts registered professional engineer. In addition, in either case, Provider will train Host's representative(s) on emergency preparedness and response, it being acknowledged by Host that Host shall not operate the Project. In the event of an emergency where immediate action on the part of Host is reasonably necessary for the protection of persons or property, Host may, but is not obligated to, shut down or disconnect the Project and provide notice to Provider as soon as reasonably possible, and in any event within twenty-four (24) hours following such emergency, but otherwise Host shall not be permitted to interfere with the operation of the Project.

(l) Reserved.

(m) Existing Roof Warranties. Host shall provide to Provider a copy of the applicable roof warranties ("Existing Roof Warranties") and attached instructions from the manufacturer(s). Provider shall design and construct the Project consistent with such manufacturer's requirements so that no Existing Roof Warranty is voided on account of the installation of the Project. At Host's request, Provider shall assist Host in procuring a written confirmation of same from the Existing Roof Warranty issuer, including submitting any documentation supporting such efforts. Provider shall consult, as may be necessary, with any company that has provided such roof warranty to the Host. Upon completion of the Installation Work, Provider shall exercise commercially reasonable efforts to procure a continuation of roof warranty to Host from a roofing contractor certified by the roofing material manufacturer of Host's existing roof.

(n) Display of Production Monitoring Data. Provider shall provide Host with a link to a website that displays Solar Project production data, including data showing production by day, month, and year.

(o) Mechanics' Liens and Payment Bond. Provider shall keep the Premises free and clear of any mechanic's liens of the Installer or any of its subcontractors in connection with the construction of the Project. As collateral to secure the obligation set forth in this Section 4(o), Provider agrees to deliver to Host, and maintain in full force and effect during the construction period for the benefit of Host, a payment bond for labor performed or furnished and materials used or employed therein in the amount of one-hundred percent of the total contract price to be paid by Provider for such work (the "**Payment Bond**").

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. Host shall have full rights and ability to register the utility meter on the Premises to participate in the Local Electric Utility Demand Response Curtailment Program; provided however, such right shall not include enrollment or registration in the ISO-NE Demand Response Program or any other program if it will have an adverse impact on the ability of the Project to participate in the Applicable Solar Program. Host shall confer with Provider prior to enrollment in any such program. Host shall be fully responsible for any obligation to curtail its operations or its Host building systems, which shall not include the curtailment of the receipt of electricity from the Project, to meet demand reduction obligations as set forth under such Demand Response Curtailment Program. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F for the applicable operations Year, Host shall be entitled to the relief set forth in this Section 5(b); provided, however, that for purposes of calculating whether the foregoing Estimated Annual Production threshold was satisfied, any production that Provider estimates would have been generated during such Operations Year, other than for any of the following reasons (and only to the extent such failure resulted therefrom), will be deducted from the applicable yearly Estimated Annual Production amount when calculating what percentage of such amount was delivered for such period: (i) failure, damage or downtime attributable to Host, (ii) equipment failure not caused by Provider or delayed repair of equipment due to the claims process with the equipment manufacturer, in each case which are beyond the reasonable control of Provider, as documented by Provider, (iii) a Force Majeure Event, (iv) variability due to weather, as documented by Provider based on data published by the National Oceanic and Atmospheric Administration or other data provider generally accepted in the industry, (v) acts or omissions of Host of any of its obligations hereunder or under the Lease, or (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a),

(b), or (c). Following the end of each Operations Year, Provider shall determine whether the applicable delivery guarantee above was satisfied. If it was not, Provider shall credit Host, in the next monthly invoice, an amount equal to the product of (A) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (B) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production (as adjusted for the excused failures to produce set forth in clauses (i) through (v) above) for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production (as adjusted) for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal) addressed as follows:

To Host: Ludlow Public Schools
 205 Fuller St
 Ludlow, MA 01056
 Attention: Mickey Buhl
 Email: m_buhl@ludlowps.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for

its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Host be responsible for any Interconnection Obligations. If system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs up to the Maximum PPA Rate set forth in Exhibit A, and if the Parties are unable to agree on adjustments in excess of such Maximum PPA Rate, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation issued by the Local Electric Utility resulting from such transmission), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host. Provider shall be responsible to make all applications required to qualify for such compensation and/or bill credits ("Host Credits"), and pay all associated fees to qualify the Host

for such Host Credits. Following such qualification, Host shall be solely responsible for its costs in connection with the Host Credits.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, or as a result of a transfer of title to the Project to Host as a result of the Host exercising an Early Purchase Option, during the Operations Period, and any extended Period, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider except as set forth in Section 5(a) above.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the

Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

(j) Host Benefits. Host shall be entitled to the benefits of any Local Electric Utility demand reduction or demand response programs, cap tag savings, and other energy efficiency or demand management programs that do not have an adverse impact on the ability of the Project to participate in the Applicable Solar Program, that are derived from the Project.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project, and (ii) subject to Section 9 of this Agreement, all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) business days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider. Host shall have the right to inspect the Project prior to providing notice of its exercise of the option to purchase pursuant to this Section 9(a). The sale to the Host hereunder shall include the transfer and assignment of any Environmental Attributes generated by the Project following the effective date of the transfer.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the

Project. No earlier than twelve (12) months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) business days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. The sale to the Host hereunder shall include the transfer and assignment of any Environmental Attributes generated by the Project following the effective date of the transfer.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects, and copies of warranties that may then be in existence. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project within 120 days (or such other longer period as reasonably agreed between the parties) from expiration or early termination of this Agreement in accordance with Section 9 of the Lease or Easement. In

the event the Provider fails to remove the Project from the Premises within the foregoing period, as consideration for the delay in removing the Project, the Provider shall, for the duration of the delay, (i) not deenergize the system, and (ii) deliver to Host all of the energy generated by the Project at no cost.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(h), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown, as soon as reasonably practicable upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site

required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for one hundred eighty (180) days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a public school or other governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Reserved.

(c) Personal Property Taxes. Provider shall be responsible for ad valorem personal property taxes levied against the Project. The Parties hereto acknowledge that the power being produced and purchased by the Host hereunder is less than 125% of the annual electric needs of the Host's municipal property and so pursuant to Massachusetts General Laws Chapter 59, Section 5, Clause 45th, the Provider's personal property located on the Site should be exempt from personal property taxation. Provider will apply to the Assessor of the Town of Ludlow for exemption of the Project from personal property tax pursuant to said Clause 45th and will employ commercially reasonable efforts to secure such exemption. If the project produces more than one-hundred and twenty-five (125) percent of the of the annual electric needs of the Host's municipal property in a given year or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the Town of Ludlow to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements set forth in Exhibit A, Host acknowledges and agrees that Provider shall have the right to increase the PPA Rate set forth on Exhibit A hereto.

Provider will prepare and the Parties shall execute an amendment to this Agreement, in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the year the PILOT payments begin, and as calculated in accordance with the Electricity Pricing Principles set forth in the program agreement entered into by Provider and PowerOptions, as defined in such agreement.

(d) Real Property Taxes. Pursuant to General Laws Chapter 59, Section 2B, Provider shall be responsible for all real property taxes related to the existence of the Project on the Leased Premises. The Parties hereby acknowledge and agree that the energy Purchase Prices set forth in Exhibit A assume a real property tax assessment of \$300.00 for each year of the Term. Provider shall have the right once per year to reimbursement from the Host of any real estate taxes paid by Provider above the \$300.00 amount assumed, provided that such additional real estate taxes paid by Provider in a given year in the amount of \$300.00 or greater (amounts smaller than such amount shall be considered to have a non-compensable *de minimis* effect on the calculation of the PPA Rate). Provider shall provide Host with documentation demonstrating the tax liability from the taxing authority for the current tax year. Host acknowledges and agrees that Provider shall have the right to increase the PPA Rate set forth on Exhibit A hereto to capture repayment of such amount and the personal property taxes that may be assessed pursuant to Section 11(c) herein, and the Parties shall execute an amendment to this Agreement to reflect the new rate, calculated in accordance with the Electricity Pricing Principles set forth in the program agreement entered into by Provider and PowerOptions, as defined in such agreement.

(e) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(f) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within thirty (30) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G and failure to do so shall be deemed a default by the Provider under this Agreement.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance documentation to Provider pursuant to such self-insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for

assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Host and Provider may, at their sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles, as well as public websites, reports, and promotional materials. The images shall not include any identifying information without Host permission. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information; Massachusetts Public Records Law. The Parties acknowledge that Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") and G.L. c. 30A, §§ 18-25 (the "MA Open Meeting Law"). To the extent permitted by Applicable Law, including the exemptions included in the MA Public Records Law and requirements of the MA Open Meeting Law, and subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party except to comply with the foregoing laws, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, a validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three (3) years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider hereby indemnifies, defends and holds harmless Host and its directors, officers, employees, agents, volunteers, students and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host's Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or Host's Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or Host's Indemnified Parties.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i)

any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or Provider's Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or Provider's Indemnified Parties.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host is entering into this Agreement and the Lease and accepting the Premises "as is". Host has provided to Provider Host's all available records in Host's possession (which are, to Host's knowledge, accurate) and regarding the physical and structural condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises said cooperation shall not require Host to contribute anything financially to the Provider's efforts. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then the parties shall each determine if the Project can proceed at the agreed upon rates or the parties may, in their sole discretion, determine if each of them want to proceed under a different rate structure. In the event the parties cannot agree on how to

proceed or at which rate, then either party may terminate this Agreement upon thirty (30) days written notice to the other party. If practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the additional cost of design and construction changes and delays incurred as a result of the unknown conditions, to the extent the same are materially different than the results of the initial due diligence undertaken by Provider. If this is the case, then the Provider may increase the PPA Rate, as authorized under the Power Options Program, so long as the adjustment does not cause the resulting PPA Rate to exceed the Maximum PPA Rate as defined in Exhibit A.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a

substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within sixty (60) days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of ninety (90) days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(a) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(a) (relating

to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within ninety (90) days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, in addition to any other remedy provided for herein, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity, any costs to remove the Project and restore the Premises to its original condition, excepting normal wear and tear and casualty, and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any undisputed payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(a) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement and the Lease shall terminate immediately. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed (so long as said sale or assignment or transfer is to an entity which is as the substantially similar or better experience and financial resources as the Provider such consent shall be deemed to have been granted). Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a

first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement, provided that, subject to this Section 21, any such collateral assignment does not alter Host's rights under this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

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

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements, provided that, subject to this Section 21, any such collateral assignment does not impair Host's rights under this Agreement, and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project. Provider shall reimburse Host's reasonable documented, out of pocket legal costs in connection with review of any such consent documents or opinions provided up to an amount not to exceed \$2,000 in the aggregate. Host shall not be required to undertake the obligations in the paragraph until the Provider has paid to the Host the foregoing amount. In the event the costs of the Host to comply herewith are less than said amount, the excess shall be returned to the Provider.

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. THIS LIMITATION DOES NOT APPLY TO CLAIMS BY EITHER PARTY FOR INDEMNITY FROM THE OTHER PARTY RELATED TO THIRD PARTY CLAIMS AS PROVIDED UNDER SECTION 15(a) OR 15(b) OR BY APPLICABLE LAW. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, each party's total combined liability to the other party under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by either Party for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate the resolution of a Dispute, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall

be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (vi) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Ludlow Public Schools
205 Fuller St
Ludlow, MA 01056
Attention: Mickey Buhl
Email: m_buhl@ludlowps.org

copy to Town Counsel:

Mead, Talerman & Costa LLC
Attention: Lisa Mead
30 Green Street
Newburyport, MA 01950

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The

word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes,

including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the Project if the Host, in its sole discretion, determines that such employee is not suitable for work on the Project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Select Energy Development LLC, a Massachusetts limited liability company

By: DocuSigned by:
James R. Dumas
ED1005533B8C4BB...

Name (printed): James Dumas

Title: Chief Financial Officer

Date: 10/17/2024

Town of Ludlow

By: [Signature]

Name (printed): Derek DeBarge

Title: Chair, Board of Selectmen

ANNEX 1

GLOSSARY OF TERMS

“Access Rights” means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Alternative On-Bill Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Avoided Energy Price” means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a two percent (2%) annual escalation rate applied to each subsequent Guarantee Year.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to

participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is mechanically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means the earlier of (a) sixty (60) days after receipt of (i) executed interconnection agreement for the Project, (ii) all permits, and (iii) the completion of any repairs pursuant to Section 5(c)(i) of the Lease, and (b) the date that is 180 days following the Effective Date, which in each case shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) \$0.250/day/kW, not to exceed \$15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Effective Date” shall have the meaning assigned to such term in the recitals.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or declared public health emergency which includes a government mandated closure of businesses or otherwise has the effect of closing businesses, government mandated quarantine or travel ban, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure

Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government, including Host acting in its regulatory capacity, but not as Party to this Agreement.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c) of the Lease.

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve (12) month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider, collectively.

“Payment Bond” has the meaning set forth in Section 4(o).

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Production Excess” has the meaning set forth in Section 7(c).

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“SMART Incentive Payment Effective Date” means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

The PPA \$/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 9

SMART Incentive Amount	\$0.10554
PPA Rate (\$/kWh)	\$0.0837

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax/PILOT (Payment In Lieu of Taxes) amounts shown on Exhibit A-1.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation.
- Federal investment tax credit amount is assumed to be thirty percent (30%).
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by five percent (5%) or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), <https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html> or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar Program plus Storage program, with supporting information to document the calculation of the Final PPA Rate. Such Final PPA Rate will be provided to Host no later than thirty (30) days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate

does not exceed a Maximum PPA Rate of: \$0.10/kWh unless the parties have reached agreement on a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a two percent (2%) annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	\$0.1641
2	\$0.1673
3	\$0.1707
4	\$0.1741
5	\$0.1776
6	\$0.1811
7	\$0.1847
8	\$0.1884
9	\$0.1922
10	\$0.1961
11	\$0.2000
12	\$0.2040
13	\$0.2081
14	\$0.2122
15	\$0.2165
16	\$0.2208
17	\$0.2252
18	\$0.2297
19	\$0.2343
20	\$0.2390

EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to three hundred dollars (\$300.00).

EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the Project went to full term.

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	\$1,214,359	N/A
2	\$1,123,096	N/A
3	\$1,030,649	N/A
4	\$997,220	N/A
5	\$902,195	N/A
6	\$805,765	N/A
7	\$707,851	\$553,927
8	\$668,636	N/A
9	\$627,758	N/A
10	\$585,120	\$416,923
11	\$546,555	N/A
12	\$517,573	N/A
13	\$487,374	N/A
14	\$455,887	N/A
15	\$423,036	\$228,050
16	\$387,087	N/A
17	\$349,511	N/A
18	\$310,213	N/A
19	\$269,092	N/A
20	\$226,042	N/A

EXHIBIT C

DESCRIPTION OF SITE

**Property Address: 209 Fuller Street (a/k/a 766 Chapin Street),
Ludlow, Massachusetts 01056**

The land, together with the building thereon, located at 209 Fuller Street (a/k/a 766 Chapin Street), Ludlow, Massachusetts and described in that certain warranty deed from John Cirra and Mary Cirra, otherwise known as John Cirra and Mary Cirra, to The Town of Ludlow, dated March 27, 1958 and recorded March 28, 1958 with the Hampden County Registry of Deeds in Book 2599, Page 404, which land is more particularly described below.

[Remainder of page intentionally left blank]

the land in said Ludlow, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at an iron pipe in the Northerly line of Chapin Street, said pipe being distant N 86° 21' W one hundred forty-four (144.0) feet from a stone bound at an angle point in said Chapin Street Northerly line, said Bound being distant N 71° 20' W twenty-eight and forty-seven one hundredths (28.47) feet from a point at the intersection of said Northerly line of Chapin Street and the Westerly line of Fuller Street;

Running thence N 86° 21' W along said Northerly line of Chapin Street three hundred twelve and thirty-eight one hundredths feet to an iron pipe at land of Rudolph Cirra; thence running N 0° 22' W along land of said Rudolph Cirra two hundred fifty (250.0) feet to an iron pipe;

Thence running N 86° 21' W along land of said Rudolph Cirra one hundred fifty (150.0) feet to an iron pipe at land of one Salva;

Thence running N 0° 22' W along land of said Salva and along land of one Cislak six hundred thirty-six (636.0) feet to an iron pipe in the swamp near Higher Brook;

Thence continuing in the same direction along land of said Cislak about sixty-five feet to the center of said brook;

Thence running Easterly along the center of said Brook about eight hundred thirty-(830.0) feet to a point in the Westerly line of said Fuller Street;

Thence running S 11° 34' W along said Westerly line of Fuller Street about thirty-six (36) feet to an iron pipe;

Thence running S 3° 26' 10" W along said Westerly line of Fuller Street three hundred twenty-nine and four tenths (329.4) feet to an iron pipe;

Thence running S 3° 04' 30" E along said Westerly line of Fuller Street two hundred thirty-eight and seventy-five one hundredths (238.75) feet to an iron pipe at land of William Smits;

Thence running N 78° 50' 30" W along land of said Smits, one hundred eighty-nine and seventy-nine one hundredths (189.79) feet to a concrete bound;

Thence running S 7° 00' W along land of said Smits two hundred (200.0) feet;

Thence running S 79° 22' E long land of said Smits two hundred and six and twenty-two one hundredths (206.22) feet to an iron pipe in said Westerly line of Fuller Street;

Thence running S 11° 57' 30" W along said Westerly line of Fuller Street, fifty and one one hundredths (50.01) feet to an iron pipe at land of the grantors;

Thence running N 79° 22' W along land of the said grantors two hundred and one and eighty-nine one hundredths (201.89) feet to an iron pipe;

Thence running S 7° 00' W along land of the grantors three hundred fifty-nine and four tenths (359.4) feet to the point of beginning.

Containing about 13.814 acres of land. Being a portion of the premises conveyed to us by deed of Andrew Nowak dated November 21, 1911 and recorded in the Hampden County Registry of Deeds in Book 818 Page 329 and also by deed of Stanislaus Nowak dated November 8, 1913 and recorded in said Registry in Book 856 Page 278.

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Appurtenant Rights set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

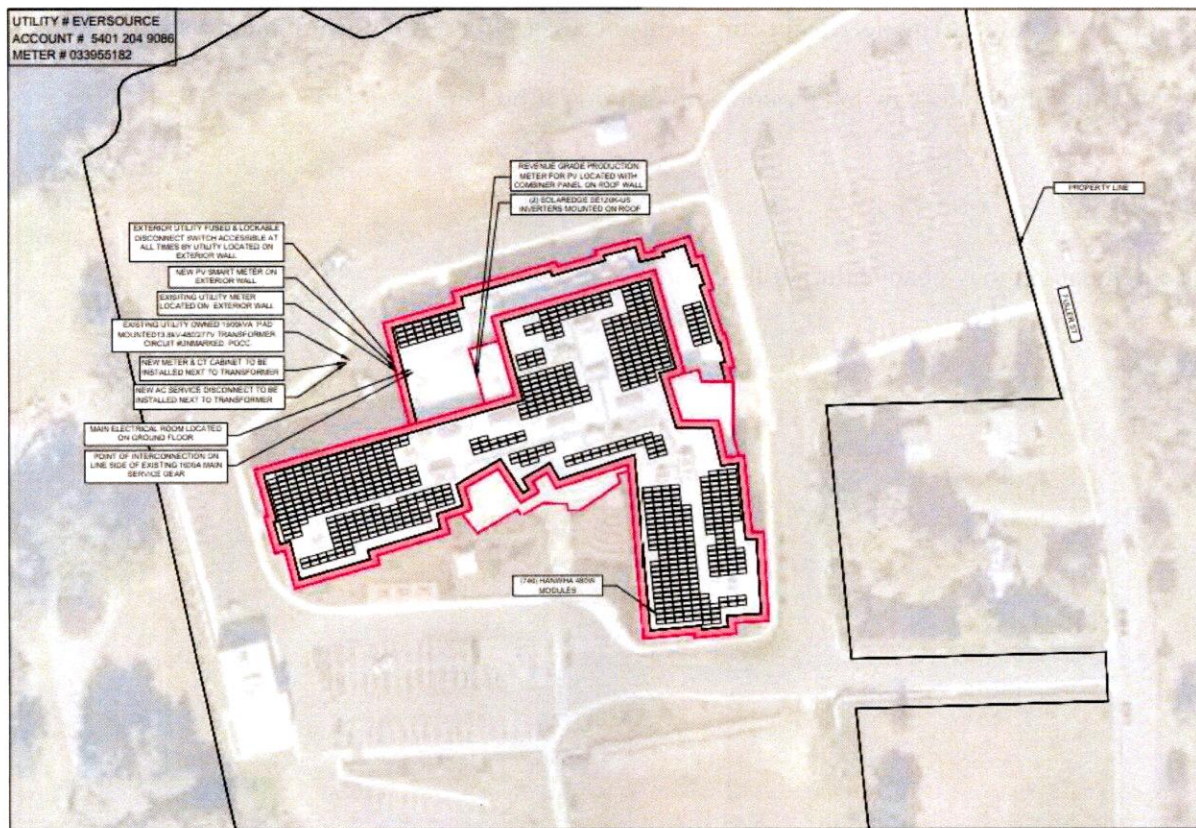


EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

358.08 KW DC Solar Array mounted on the roof at Harris Brook Elementary School

With Qty (746) – Hanwha Q-Cells 480W Modules or equal

With Qty (2) – SolarEdge SE120K-US Inverters or equal

With balance of system electrical components necessary for a fully operational system

With utility disconnect switch mounted on exterior of building

Equipment list may change during the course of the Project

EXHIBIT F**ESTIMATED ANNUAL PRODUCTION**

Estimated Annual Production and Guaranteed Production commencing on the Commercial Operation Date with respect to the Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	417,879	11	395,457
2	415,581	12	393,282
3	413,295	13	391,119
4	411,022	14	388,967
5	408,762	15	386,828
6	406,513	16	384,700
7	404,278	17	382,585
8	402,054	18	380,480
9	399,843	19	378,388
10	397,644	20	376,307

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(a) The Provider's general liability insurance shall include broad form property damage liability, products/completed operations liability and broad form contractual liability.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

Provider shall provide Host with a Certificate of Insurance that names Host as an additional insured on such Commercial General Liability coverage.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than one million dollars (\$1,000,000) for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Umbrella/Excess Liability. Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of two million dollars (\$2,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Provider purchasing coverage in the amounts

specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) aggregate. Host shall be named as an "Additional Insured".
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

Amy Kurtz

From: Rachel Roberts <rroberts@solect.com>
Sent: Thursday, August 13, 2026 9:42 AM
To: Amy Kurtz; Select Board
Cc: Marc Strange; m_buhl@ludlowps.org; f_tiano@ludlowps.org; Andreas Schmid
Subject: EXTERNAL:Re: EXTERNAL:Request for Signature – Waiver for Ludlow Harris Brook Elementary School
Attachments: 20260810 Ludlow Harris Brook Estoppel.pdf; Ludlow Harris Brook Elementary School_Lease Agreement_Fully Executed.pdf; Ludlow Harris Brook Elementary School_Power Purchase Agreement_Fully Executed.pdf

EXTERNAL EMAIL WARNING

This email originated from outside your organization. Please verify the sender's identity before clicking links, downloading attachments, or providing sensitive information. If you were not expecting this email, please call the sender to verify authenticity.

Hi Amy,

We would greatly appreciate it if you could also place the attached Estoppel Certificate on the Select Board's agenda for the 18th. Our financing partner, Wintrust Commercial Finance, requires this document to include the project in our upcoming financing round.

Further info regarding the Estoppel

Solect recently made the decision to transfer ownership of the solar asset to a wholly owned subsidiary, Solect Energy Lessee II LLC. Please note that Solect will remain your primary point of contact for all ongoing services and billing. There will be no changes to the day-to-day operation of your system or to your continued relationship with Solect.

As part of the financing process, we are requesting that you review and execute the attached Estoppel Certificate, which acknowledges the existing agreements in place.

I am attaching the Estoppel on its own as well as with the fully executed agreements:

Power Purchase Agreement & Lease Agreement: The PPA and Lease were both signed on October 17, 2024. The agreements are attached for reference purposes, and there are no changes to the terms of this agreement.

Regards,
Rachel Roberts | Sr. Director, Contracts



87 Hayden Rowe St. | Hopkinton, MA 01748
(c) 978-886-1280
solect.com

From: Amy Kurtz <akurtz@Ludlow.ma.us>
Sent: Thursday, August 13, 2026 8:11 AM

To: Rachel Roberts <rroberts@solect.com>; Select Board <Selectboard@ludlow.ma.us>
Cc: Marc Strange <mstrange@Ludlow.ma.us>; m_buhl@ludlowps.org <m_buhl@ludlowps.org>; f_tiano@ludlowps.org <f_tiano@ludlowps.org>; Andreas Schmid <aschmid@solect.com>
Subject: RE: EXTERNAL:Request for Signature – Waiver for Ludlow Harris Brook Elementary School

Good morning

This will be on the Select Board's agenda Tuesday, August 18th.

Amy Kurtz

Executive Assistant
Town of Ludlow
Select Board
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 Ext. 1202



From: Rachel Roberts <rroberts@solect.com>
Sent: Wednesday, August 12, 2026 4:33 PM
To: Select Board <Selectboard@ludlow.ma.us>
Cc: Amy Kurtz <akurtz@Ludlow.ma.us>; Marc Strange <mstrange@Ludlow.ma.us>; m_buhl@ludlowps.org; f_tiano@ludlowps.org; Andreas Schmid <aschmid@solect.com>
Subject: EXTERNAL:Request for Signature – Waiver for Ludlow Harris Brook Elementary School

EXTERNAL EMAIL WARNING

This email originated from outside your organization. Please verify the sender's identity before clicking links, downloading attachments, or providing sensitive information. If you were not expecting this email, please call the sender to verify authenticity.

Some people who received this message don't often get email from rroberts@solect.com. [Learn why this is important](#)

Hello William,

Solect is requesting your signature on a waiver related to the **Ludlow Harris Brook Elementary School** solar project's guaranteed commercial operation date.

The commercial operation date is the date when the project is officially considered fully operational and capable of producing and delivering electricity. This project reached permission to operate on July 14, 2026 and now is in the final stage to be included in our financing round. The waiver confirms that the Town will not cancel the contract or assess any penalties while we complete this financing process with our banking partner. All other terms of the agreement remain unchanged. Please review the attached waiver, and if everything looks acceptable, please sign and return. Please reach out with any questions.

Kind regards,
Rachel Roberts | Sr. Director, Contracts

LUDLOW FUEL-EFFICIENT VEHICLE POLICY

Town of Ludlow

FUEL EFFICIENT VEHICLE POLICY

Effective Date	[insert here]
Revisions	
Board of Selectman Approval Date	[insert here]
School Superintendent Approval Date	[insert here]

DEFINITIONS

Combined city and highway MPG (EPA Combined fuel economy): Combined Fuel Economy means the fuel economy from driving a combination of 55 percent city and 45 Percent highway miles and is calculated as follows:

$$=1/((0.55/\text{City MPG})+(0.45/\text{highway MPG}))$$

Drive System: The manner in which mechanical power is directly transmitted from the drive shaft to the wheels. The following codes are used in the drive field:

- AWD = All Wheel Drive: 4 -wheel drive automatically controlled by the vehicle power train system
- 4WD = 4-Wheel Drive: driver selectable 4-wheel drive with 2-wheel drive option
- 2WD = 2-Wheel Drive

Heavy-duty vehicle: Vehicles with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds

POLICY STATEMENT

In an effort to reduce the Town of Ludlow's fuel consumption and energy costs the Select Board hereby adopts a policy to purchase only fuel efficient vehicles to meet this goal.

PURPOSE

To establish a requirement that the Town of Ludlow purchase only fuel efficient vehicles for municipal/school use whenever such vehicles are commercially available and practicable.

APPLICABILITY

This policy applies to all divisions and departments of the Town of Ludlow. It applies to road-worthy passenger vehicles, pick up and utility trucks, and SUVs. It does not apply to specialized equipment or off-road vehicles.

GUIDELINES

All departments/divisions shall purchase only fuel efficient vehicles for municipal use whenever such vehicles are commercially available and practicable.

The town will maintain an annual vehicle inventory for ALL vehicles and a plan for replacing any non-exempt vehicles with vehicles that meet, at a minimum, the fuel efficiency ratings contained in the most recent guidance for Criterion 4 published by the MA Department of Energy Resources' Green Communities Division.

It is the responsibility of the town to check the Green Communities Division's Guidance for Criterion 4 for updates prior to ordering replacement vehicles.

Exemptions

- Heavy-duty vehicles: examples include fire-trucks, ambulances, and some public works trucks that meet the definition of heavy-duty vehicle.

Inventory

The following information shall be included in a vehicle inventory list and said list shall be updated on an annual basis and provided to the Green Communities Division:

- Department Model Year
- Manufacturer & Model
- GVW > 8500 pounds? (Y or N)
- Exempt or non-exempt
- Drive System: 2 WD, 4WD or AWD
- Propulsion: ICE, EV, HEV or PHEV
- MPG Rating (leave blank for EVs)

NOTE: Departments/Divisions may use EPA combined MPG estimates or actual combined MPG.

FUEL EFFICIENT VEHICLE REPLACEMENT PLAN

All non-exempt vehicles shall be replaced with fuel efficient vehicles that adhere to the most recent Green Communities Criterion 4 Guidance. Vehicles shall be replaced when they are no longer operable and will not be recycled from one municipal department to another unless the recycled replacement is more efficient than the vehicle it is replacing. In addition, when replacing exempt vehicles, the function of the vehicle will be reviewed for potential replacement with a more fuel efficient vehicle, including a fuel efficient non-exempt vehicle.

The Town of Ludlow will review on an annual basis the Vehicle Inventory, along with the Green Communities Criterion 4 Guidance, to plan for new acquisitions as part of planning for the new fiscal year budget.

QUESTIONS / ENFORCEMENT

All other inquiries should be directed to the department/division responsible for fleet management and/or fleet procurement. This policy is enforced by the Chief Administrative Officer and/or his/her designee(s).

TOWN OF LUDLOW, MASSACHUSETTS

Energy Coordinator

FY2027 Diesel Pricing Update and Fuel Procurement Process Recommendation

To:	Chairman and Members of the Selectboard
From:	James T. Gennette, Energy Coordinator
Date:	July 31, 2026
Subject:	FY2027 Diesel Pricing Update and Fuel Procurement Process Recommendation

Executive Summary

This report provides an update on current FY2027 diesel pricing, summarizes current market conditions, and recommends a procurement process that improves the Town's ability to respond to favorable fixed-price opportunities while maintaining Selectboard oversight.

The FY2027 fuel contracts have been executed. The remaining opportunity is determining how the Town manages diesel pricing exposure during the fixed-price purchase window.

Current Market Conditions

Description	Price
Diesel Spot Index (New Haven Low ULSD Prem)	\$4.2170 / gallon
Estimated Delivered Spot Price (Burke margin included)	\$4.4012 / gallon
January 2027 HO NYMEX Fixed Futures Index	\$3.6004 / gallon
Estimated Delivered Fixed Price (Burke margin included)	\$3.8846 / gallon

The estimated delivered spot price is currently **approximately \$0.5166 per gallon higher** than the available estimated delivered fixed price.

Procurement Considerations

Fuel markets can change significantly within relatively short periods of time. While Selectboard meetings occur on a scheduled basis, favorable fixed-price opportunities may arise between meetings.

This difference between market timing and meeting schedules presents an opportunity to establish a procurement process that allows the Town to respond when market conditions align with guidance previously established by the Selectboard.

Procurement Recommendation

- An approved delivered fixed-price target or acceptable pricing range.
- A maximum quantity of gallons eligible for fixed pricing.

- A defined authorization period.
- Authorization for the Energy Coordinator to request execution of a fixed-price purchase when market conditions align with the Selectboard's approved guidance.
- Periodic reporting to the Selectboard regarding market conditions, procurement activity, and pricing outcomes.

The objective is not to delegate procurement decisions, but to establish procurement guidance in advance so the Town can act when market conditions align with the Selectboard's direction.

This approach allows procurement decisions to be carried out within clearly defined parameters while preserving the Selectboard's oversight of the procurement process.

Current Recommendation

Based upon current market conditions, I continue to recommend fixing a defined portion of the Town's projected FY2027 diesel consumption when the delivered fixed price falls within a Board-approved range.

A partial fixed allocation continues to provide a balanced approach that improves budget predictability while maintaining participation in market pricing for the remaining projected gallons.

Gasoline follows a different seasonal pricing cycle and should be evaluated independently during the upcoming fall gasoline pricing period.

Respectfully submitted,

James T. Gennette
Energy Coordinator
Town of Ludlow

***** INVOICE *****

FLEETLINE

Premium Diesel Fuel, Motor Oil and Gasoline

PHONE (617) 884-7800

FAX (617) 884-7638

TOLL FREE (800) 289-2875



DENNIS K. BURKE INC.

PLEASE PAY BY INVOICE

PLEASE REMIT TO:
DENNIS K. BURKE, INC.

P.O. Box 3639
Boston, MA 02241-3639

BILL TO:

Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

RECEIVED

JUL 15 2026

Ludlow Department
of Public Works

SHIP TO: 0003

DPW
198 Sportsman Road
Ludlow, MA 01056-2506

GO GREEN!

REQUEST ELECTRONIC INVOICES AT:

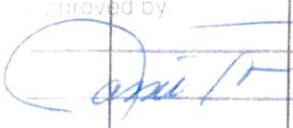
INVOICING@BURKEOIL.COM

BOL# 872253

Truck #: 311

Time:

Pin #:

DATE	CUST.#	SHIP DATE	TERMS	CUST. PO. NO.	INVOICE NO.
7/12/2026	0004167	7/12/2026	Net 30 Days		2285699
ORDERED	PACKAGE STYLE	DESCRIPTION	QTY SHIPPED	PRICE	EXTENDED
1.992.60	GAL	No Lead Gasoline w 10% Ethanol	1.992.6	3.0637	6,104.73
Approved by:  PO # 26300592 EXCH# 7842 WARRANT 1370500 DATE 7-31-26 VENDOR = 172 97#3 CHARGE 01412 329-541 001 VOUCHER 413754					
		FEDERAL LUST	1.992.60	0.00100	1.99
		FEDERAL SUPERFUND - GAS 10%	1.992.60	0.00386	7.69
		MA STATE EXCISE- GAS	1.992.60	0.24000	478.22
		MA URP	1.992.60	0.00119	2.37

** In accordance with industry best practices and to *help prevent fraud*, please contact Paul Atkinson, Director of Credit (800) 289-2875, to verify any requests for change in the Dennis K Burke Inc. payment instructions. For any billing questions, please contact

invoicing@burkeoil.com **

Sales Tax: 0.00

Amount Due:

\$6,595.00

Thank you for your business!

FOR PRODUCT EMERGENCY (Spill, Leak, Fire, Exposure or Accident) CALL CHEMTREC: 1-800-424-9300 (Day or Night)

FOR PRODUCT EMERGENCY (Spill, Leak, Fire, Exposure or Accident) CALL CHEMTREC: 1-800-424-9300 (Day or Night)

***** INVOICE *****

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FAX: (617) 884-7638

TOLL FREE: (800) 289-2875



DENNIS K. BURKE INC.

THE EMISSIONS EXPERTS

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DENNIS K. BURKE, INC.

P.O. Box 3639

Boston, MA 02241-3639

BILL TO:

Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

SHIP TO:

0003

DPW
198 Sportsman Road
Ludlow, MA 01056-2506

RECEIVED

JUL 28 2026

Ludlow Department
of Public Works

GO GREEN!

REQUEST ELECTRONIC INVOICES AT:

INVOICING@BURKEOIL.COM

BOL# 873165

Time:

Truck #: 115

Pin #:

DATE	CUST.#	SHIP DATE	TERMS	CUST. PO. NO.	INVOICE NO.
7/24/2026	0004167	7/24/2026	Net 30 Days		2292615
ORDERED	PACKAGE STYLE	DESCRIPTION	QTY SHIPPED	PRICE	EXTENDED
2,800.00	GAL	No Lead Gasoline w 10% Ethanol	2,800.0	3.3987	9,516.36
PO # 26300536 MATCH # _____ WARRANT _____ DATE _____ VENDOR # _____ CHARGE _____ COUCHER _____					
		FEDERAL LUST	2,800.00	0.00100	2.80
		FEDERAL SUPERFUND - GAS 10%	2,800.00	0.00386	10.81
		MA STATE EXCISE- GAS	2,800.00	0.24000	672.00
		MA URP	2,800.00	0.00119	3.33

** In accordance with industry best practices and to **help prevent fraud**, please contact Paul Atkinson, Director of Credit (800) 289-2875, to verify any requests for change in the Dennis K Burke Inc. payment instructions. For any billing questions, please contact invoicing@burkeoil.com **

Sales Tax: 0.00

Amount Due:

\$10,205.30

Thank you for your business!

FOR PRODUCT EMERGENCY (Spill, Leak, Fire, Exposure or Accident) CALL CHEMTREC: 1-800-424-9300 (Day or Night)

***** INVOICE *****

FLEETLINE®

Premium Diesel Fuel, Motor Oil and Gasoline

PHONE: (617) 884-7800

FAX: (617)884-7638

TOLL FREE: (800) 289-2875



DENNIS K. BURKE INC.

THE EMISSIONS EXPERTS

PLEASE PAY BY INVOICE

PLEASE REMIT TO:

DENNIS K. BURKE, INC.

P.O. Box 3639

Boston, MA 02241-3639

BILL TO:

Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

SHIP TO:

0003

DPW
198 Sportsman Road
Ludlow, MA 01056-2506

RECEIVED

JUL 28 2026

Ludlow Department
of Public Works

GO GREEN!

REQUEST ELECTRONIC INVOICES AT:

INVOICING@BURKEOIL.COM

BOL# 873165

Time:

Truck #: 115

Pin #:

DATE	CUST.#	SHIP DATE	TERMS	CUST. PO. NO.	INVOICE NO.
7/24/2026	0004167	7/24/2026	Net 30 Days		2292616
ORDERED	PACKAGE STYLE	DESCRIPTION	QTY SHIPPED	PRICE	EXTENDED
600.00	GAL	Ultra Low Sulfur Diesel	600.0	4.5762	2,745.72
PO # 26300536 NAME GRANT ALL ENDOR # CHARGE COUCHER					
		FEDERAL LUST	600.00	0.00100	0.60
		FEDERAL SUPERFUND - DSL	600.00	0.00429	2.57
		MA STATE EXCISE- DSL	600.00	0.24000	144.00
		MA URP	600.00	0.00119	0.71

** In accordance with industry best practices and to **help prevent fraud**, please contact Paul Atkinson, Director of Credit (800) 289-2875, to verify any requests for change in the Dennis K Burke Inc. payment instructions. For any billing questions, please contact invoicing@burkeoil.com **

Sales Tax: 0.00

Amount Due:

\$2,893.60

Thank you for your business!

FOR PRODUCT EMERGENCY (Spill, Leak, Fire, Exposure or Accident) CALL CHEMTREC: 1-800-424-9300 (Day or Night)



5 ROSE PLACE • SPRINGFIELD, MA 01104

July 1, 2026

Dave Ritchie
Ludlow Boys and Girls
91 Claudias Way
Ludlow, MA

Re: HVAC for classroom

We are pleased to furnish our proposal for the work associated with the addition of HVAC system at the above location with a Mitsubishi split system. All work shall include labor and materials and be done in accordance with the documentation and clarifications below.

Clarifications:

- Furnish and install (2) 24,000 BTU Mitsubishi hyper heat condensing unit
- Furnish and install (2) 24,000 BTU Mitsubishi hyper heat wall unit
- Furnish and install (2) 40 amp breakers for outdoor condensing units
- Furnish and install refrigerant lines from each indoor unit to outdoor condensing units on roof
- Start-up and testing of new equipment

Quotation: \$34,760.00

Work does not include:

- Bond
- Cutting and Patching
- Engineering
- Extended Warranties
- Hazardous materials
- Taxes

We thank you for the opportunity of quoting this project and look forward to working with you.
Sincerely,

E.F. Corcoran Plumbing and Heating Co., Inc.

Thomas Hevey

Thomas Hevey
Service/Project Manager

MASTER PLUMBING LICENSES
MA#11538
CT#0277594-P1

T.J. CONWAY CO.

MECHANICAL CONTRACTORS
ENGINEERS
P.O. Box 2800
SPRINGFIELD, MASSACHUSETTS 01101
413-732-5131
WWW.TJCONWAY.COM

PIPEFITTER LICENSES
MA#PJ-027674
CT#0388910-S1

July 9, 2026

- Since 1920 -

Ludlow Community Center
91 Claudia's Way
Ludlow, MA 01056

Quote

Classroom B- Mini Splits

The T.J. Conway Company is pleased to submit the price of FIFTY-EIGHT THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS (\$58,665.00) to furnish and install:

- (2) MITSU PUZ-AK36NLHZ-U2 ODU H2I
- (2) MITSU PLA-AE3 6NL IDU 3" X3' CASSETTE
- (2) MITSU PLP-41EAEU WHITE GRILLE
- (2) MITSU MHK2REDLINK WIRELESS REMOTE CONTROLLER KIT

Price includes labor, materials, installation, electrical, sheet metal, start up and testing.

Payment shall be made IN FULL within 30 days from the date of invoice, unless otherwise mutually agreed.

The above price does not include any premium time labor if work is required to be done before or after normal working hours.

Price does not include any potential tariff, surcharges or costs.

Note: If quote is signed then emailed or faxed back to T.J. Conway, you do not have to sign and return the original that you receive via U.S. Mail.

This proposal is in effect for a period of no greater than 30 days from this proposal date.

Thank you for this opportunity. Please feel free to contact me directly should you have any questions.

Regards,



Scott Peacey
Service Manager

Date of Acceptance: _____

Signature: _____

P.O.# _____



Harry Grodsky & Co., Inc.
201 Hammer Mill Road
Rocky Hill, CT 06067

LUDLOW BOYS & GIRLS CLUB

91 Claudia's Way.
Ludlow, MA 01056
Attn: Dave Ritchie

June 16, 2026

REF: Proposal
Install Ductless Heat Pumps in Kids Daycare Room

I. BACKGROUND:

The existing system unit ventilator serving cooling to this room is in need of retirement.

II. GENERAL DESCRIPTION:

Leave the existing unit ventilator in place for future ventilation requirements. Install (2) split system heat pumps to provide cooling and heating to this space..

III. SCOPE: The following items are included:

- Provide and install (2) Mitsubishi split systems including the following:
 - 18,000 BTU/hr EACH SYSTEM
 - Outdoor unit: SUZ-AA18
 - Indoor unit: SLZ-AF18 (4-way ceiling cassette)
 - R454B refrigerant
- Wall bracket for mounting the outdoor units above ground level
- New digital thermostat in space for each system
- Electrical contracting included
- Startup and verify proper operation.
- Normal work hours Mon-Fri.
- Grodsky project management.

IV. PRICING

PRICE \$31,555. SALES TEAX EXEMPT

PRICING IS GOOD FOR 30 DAYS FROM DATE ISSUED ON PAGE 1.



V. NOT INCLUDED

- Fire Alarm services of any kind, such as wiring to a Fire alarm panel.
- Connection to a building automation and controls system.
- Professional Air Balancing and/or report generation of the airflow from the new unit.
- Anything not discussed above.

VI. CLOSING

In closing, Harry Grodsky & Company is pleased to have the opportunity to work with you on this project. We look forward to recognizing and exceeding your needs and expectations. We request your signature upon this document signifying that you accept this proposal and wish to proceed. Please don't hesitate to call if you have any questions.

Respectfully,

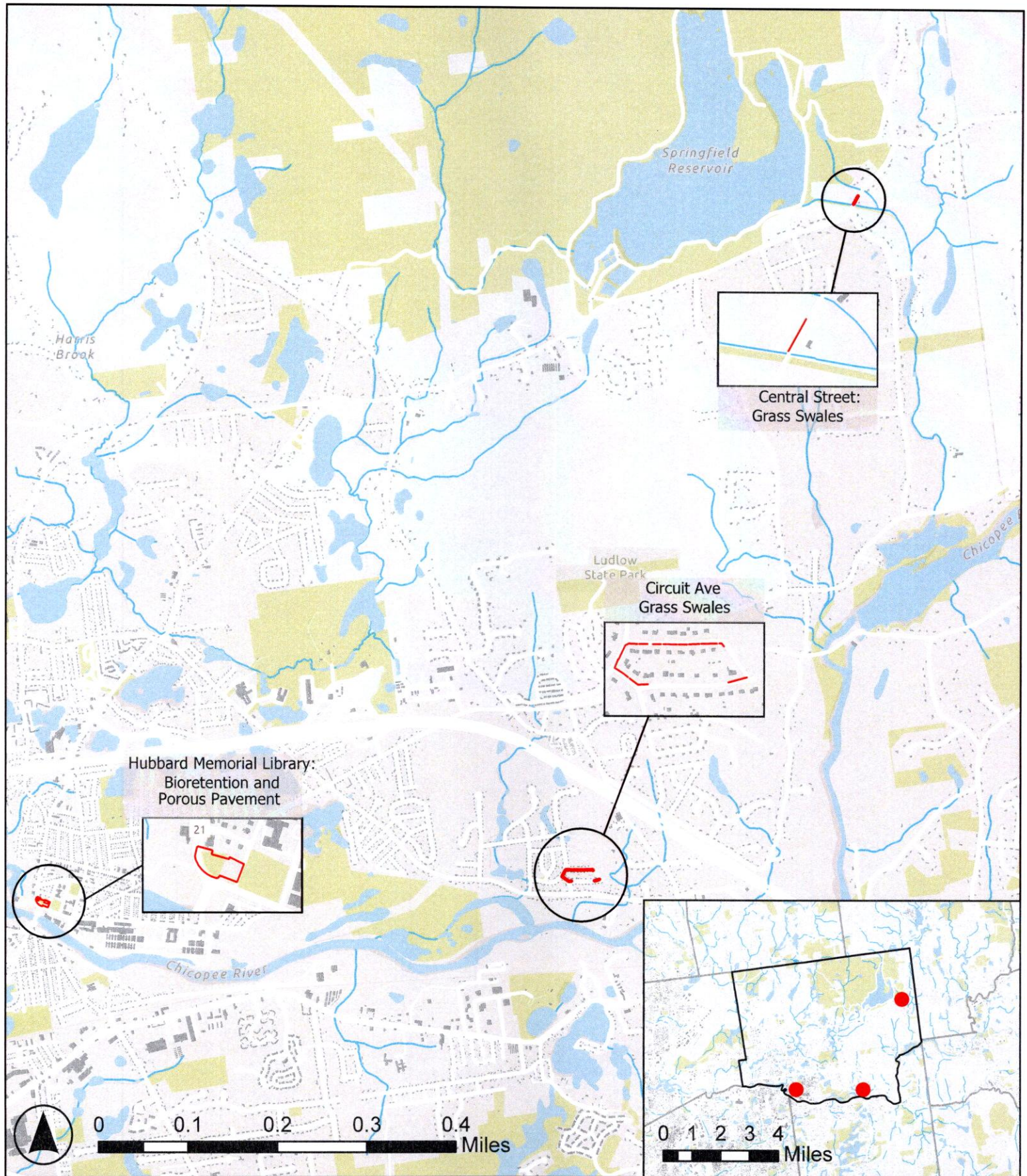
Rob Boissonneault
Engineer – Energy Solutions
(413) 530-8188

Approval: _____

Name _____

Title _____

Date _____



From Runoff to Resource: Green Infrastructure in Ludlow

Ludlow, MA
Locus Map

LEGEND

- Project Boundaries
- Project Locations
- Ludlow Boundary



July 21, 2026

Via E-Mail

Stephen Ricardi
Town of Ludlow
612 Chapin Street
Ludlow, MA 01056

RE: FY 2027 Community Mitigation Grant Award- Ludlow

Dear Stephen Ricardi:

Congratulations! I am pleased to inform you that the Mass Gaming Commission voted on June 18, 2026, to award Ludlow's proposal to receive Community Mitigation Funds for this fiscal year. The purpose of this grant is to support communities and governmental entities by offsetting the impact costs related to the construction and operation of gaming facilities. After reviewing your application, we are confident that your grant-funded work will help make a difference.

Please see below for immediate info about your grant:

APPLICANT:	Ludlow
GRANT YEAR:	FY 2027
MOSAIC ID:	2027BlockGrantLudlow
TOTAL AWARD:	\$62,800
EXPIRATION DATE:	June 30, 2028

Enclosed with this letter are the MGC Grant and the State Contract. Additionally, Addendum A - Scope of Work and Terms and Conditions provides details regarding allowed expenditures. Please review all documents closely for more details on your grant such as special conditions and reporting requirements. You may find all necessary forms (ex. quarterly reports, close out, and more) on our website at <https://massgaming.com/about/community-mitigation-fund/forms/>. Should you have any questions, please reach out to the CMF team at mgccommunitymitigationfund@massgaming.gov for further clarification. Ludlow's Grant and Contract must be signed by a person authorized to sign on behalf of the community and returned to this office as soon as possible. No expenditure can be made until they are fully received by MGC.

We look forward to working closely with you to ensure the successful completion of your grant-funded work and wish you the very best wishes for your continued success.

Sincerely,

Derek Lennon, Chief Financial and Accounting Officer



BD-26-1068-1068C-1068L-121911

*By and between the Massachusetts Gaming Commission and
The Town of Ludlow, Massachusetts*

This Fiscal Year (FY) 2027 Grant (the “Grant”) is entered into by and between the Massachusetts Gaming Commission (“Commission”), and the Town of Ludlow, Massachusetts (“Grantee”) (hereinafter “the Parties”) for an award in the amount of \$62,800 in accordance with M.G.L. c. 23K, §61 and the FY 2027 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2028.**

RECITALS

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

DEFINITIONS

Application: Shall mean the documents submitted in response to the Request for Response BID Number: BD-26-1068-1068C-1068L-121911 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on 06/18/2026.

Effective Date: The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

SECTION 1 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed sixty-two thousand eight hundred dollars (\$62,800). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and



Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, officials, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

2.1 The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

2.2 The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials, agents, or representatives has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recoup any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

2.3 The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in **SECTION 3 SCOPE OF GRANT**.

2.4 The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in **SECTION 3 SCOPE OF GRANT**.

2.5 The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

2.6 The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

2.7 The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its agents, associates, consultants, employees, partners, or servants insofar as they relate to this Grant shall be forwarded to the Commission.

2.8 The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in **SECTION 3 SCOPE OF GRANT**, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

2.9 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.



2.10 During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

2.11 The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

2.12 The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

2.13 With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

2.14 The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

2.15 The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

2.16 The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

2.17 The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

2.18 The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 3 SCOPE OF GRANT** and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

2.19 The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.



2.20 (if applicable) For Construction Projects: The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to the Project and plans and specifications prepared in relation to this Grant. The Grant will only fund a portion of construction costs. Grant funds will provide 100% of project costs up to \$250,000 and will fund up to 30% of the costs in excess of \$250,000 up to a maximum grant of \$1.5 million. If a municipality has more than one transportation construction project, the total cost of the combined projects will be used to determine the project subsidy (i.e., only the first \$250,000 of the combined projects receives the 100% subsidy). Any grant requests that exceed these funding limits require a waiver from the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2026. Applicants may apply for Transportation Construction funds in future years for a project included in an FY 2026 application. However, any FY 2026 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

SECTION 3 SCOPE OF GRANT

Having received and reviewed the Application dated 01/30/2026 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

3.1 The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use by the Town of Ludlow as approved by the Commission on 06/18/2026.

3.2 The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

3.3 If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

3.4 Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

3.5 If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.

3.6 Overview of Approved Scope: See Addendum A -SCOPE OF WORK



3.7 Special Conditions: See Addendum A - SCOPE OF WORK

SECTION 4 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

4.1 Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$62,800.

4.2 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

4.3 Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

4.4 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

4.5 The Grantee may submit invoices to the Commission on a quarterly basis with the **Quarterly Report Form** pursuant to SECTION 5 of this Grant. The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s) via the Quarterly Report Form.

4.6 Following approval by the Commission staff as specified in **SECTION 3 SCOPE OF GRANT** and upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

4.7 The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

4.8 The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.



4.9 Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

SECTION 5 QUARTERLY REPORTING REQUIREMENTS

The Grantee shall submit to the Commission a quarterly update on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

November 15th for the period ending September 30th

February 15th for the period ending December 31st

May 15th for the period ending March 31st

August 15th for the period ending June 30th

SECTION 6 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a written request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant. Grant funds may only be moved between projects within the Grant. Funds may not be moved between previously awarded Grants and this Grant.

SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT

7.1 Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form and a Close-Out Report Form, which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 2.7 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-Out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close-Out Report Form to the Commission prior to submitting the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission because of refunds, corrections, or audits.
- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 3 – SCOPE OF THE GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

7.2 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.



7.3 Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 3 SCOPE OF GRANT** or the expiration of the grant. In the event of disagreement, the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.

SECTION 8 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

8.2 No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representative shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

10.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

10.2 Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

10.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby



warrant and represent that they possess the full legal authority to execute this Grant on behalf of the Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recoup any funds disbursed to the Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS

11.1 The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

11.2 The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 12 TERMINATION

12.1 The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

12.2 The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recoup any previous payments made to the Grantee.

12.3 In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

SECTION 13 NOTICE

13.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:



If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12th Floor.
Boston, MA 02110
Attention: Chief of Community Affairs
Email: MGCCMF@massgaming.gov

If to the Grantee:

Town of Ludlow
612 Chapin Street
Ludlow, MA 01056
Attention: Stephen Ricardi
Email: sricardi@ludlowpolice.com

Any notice shall be effective only upon receipt.

13.2 The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this Grant.

[Remainder of page intentionally left blank; signature page to follow.]



IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the Effective Date.

SIGNATORY AUTHORITY OF GRANTEE

MASSACHUSETTS GAMING COMMISSION

By: _____
(Signature)

By: _____
(Signature)

(Print name)

Derek Lennon

(Print name)

Title:

CFAO

Title:

Effective Date *(To be filled out by MGC Staff)*: _____



ADDENDUM A- SCOPE OF WORK				
Grantee:	Ludlow			
MMARS ID:	2027BlockGrantLudlow			
Grant Year:	2027			
Award Amount:	\$62,800			
Approved by Commission on:	06/18/2026			
Special Conditions:				
Project Name	Project Description	Timeline	QTY	Amount
Ludlow Traffic Safety	Traffic Enforcement Blocks (3 Times per week@ 4 hours per block)/ Dispatcher Coverage for Traffic Enforcement. (Quantity = 17 weeks at \$1,100 per week)	June 1, 2026 - September 15, 2026	0	\$19,950
Ludlow Traffic Safety	Stalker II Stationary Radar Unit	June 2026	5	\$7,850
Ludlow Traffic Safety	Flock Safety cameras	June 2026	1	\$35,000

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office of Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#), or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name TOWN OF LUDLOW		Department MASSACHUSETTS GAMING COMMISSION	Mosaic Department Code MGC
d/b/a LUDLOW		Contract Manager Name MARY THURLOW	
Legal Address As entered on Form W-9 or Form W-4 612 CHAPIN ST, LUDLOW, MA 01056		Business Mailing Address 101 FEDERAL ST, BOSTON, MA 02110	
Contract Manager Name STEPHEN RICARDI		Billing Address If Different	
Phone (413) 583 8305	Fax	Phone (617) 979 - 8420	Fax
Email SRICARDI@LUDLOWPOLICE.COM		Email MARY.THURLOW@MASSGAMING.GOV	
Vendor Code VC 6000191862		Mosaic Transaction ID(s) 2027BLOCKGRANTLUDLOW	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number BD 26 1068 1068C 1068L 121911	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	
☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☒ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Amount Or Enter "No Change" Amendment Type Check one option only. Attach details of amendment changes. ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.) ☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Contract Employee (Attach any updates to scope or budget.) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions for Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION			
Check ONE option.			
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 .			
☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$62,800			

Mosaic Transaction ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

☐

Statutory/legal

☐

Ready Payments ([M.G.L. c. 29, § 23A](#))

☒

Agree to standard 45-day cycle

☐

Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.

Attach all supporting documentation and justifications.

COMMUNITY MITIGATION FUND GRANT FY27 - THIS CONTRACT IS INTENDED TO FUND THE PROJECTS OUTLINED BELOW AS APPROVED BY THE MASSACHUSETTS GAMING COMMISSION ON 6/18/2026. A COMPLETE SCOPE OF WORK FOR THESE PROJECTS CAN BE FOUND ATTACHED.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

☐

YES If YES, the Contractor's annual SDP commitment for this Contract is

☒

NO If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☒

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐

2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☐

3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of JUNE 30 , 20 28 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature.

Signature	Date
Print Name	Print Title

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
Print Name	Print Title
DEREK LENNON	CFAO

INFORMATION



Ludlow Fire Department
Ladies Auxiliary

JOIN US FOR OUR FIRST ANNUAL DESIGNER HANDBAG BINGO!



FUN • FRIENDS • DESIGNER PURSES • RAFFLES!



SEPTEMBER 18, 2026



BINGO BEGINS PROMPTLY AT 6:30 PM.
DOORS OPEN AT 5:30 PM.



\$40 PER PERSON

This includes a book of 10 games (1 for each round).
Purchase a Reserved table of 8 for **\$300**.



POLISH AMERICAN CLUB

355 East Street, Ludlow, MA 01056

**SPECIAL GUEST APPEARANCES
FROM LFD CREW MEMBERS**

CASH BAR

BRING YOUR OWN SNACKS

To purchase tickets email
ludlowfireladiesauxiliary@gmail.com



Eat, Drink & Have Fun!



LUDLOW PLANNING BOARD
488 CHAPIN STREET
LUDLOW, MA 01056
583-5600 Ext. 7

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2026 AUG -5 P 2:19

TOWN OF LUDLOW

LEGAL NOTICE – SITE PLAN

The Ludlow Planning Board will hold a public hearing in Ludlow Town Hall, Select Board's Conference Room on **Thursday, August 27, 2026, at 7:00 p.m.** on the application of Ludlow Housing Authority for the property located at **114 Wilson Street, Ludlow, MA (Assessors' Map 11D, Parcel 38)** for the purpose of: site plan to show updated parking.

If for any reason this hearing is cancelled, it will be rescheduled to Thursday, September 10, 2026.

Raymond Phoenix
Chairman

Register – Please publish as a legal notice in the **08/12/26 & 08/19/26** editions.

cc: Town Clerk – Please post.
Applicant
Abutters
Surrounding Communities

Assessors
Building Department
Conservation Commission
Board of Health
Department of Public Works
Fire Department
Safety Committee
Select Board