



TOWN COUNCIL MEETING

Monday, September 12, 2022 at 6:00 PM

Town Hall - 41 South Main Street Randolph, MA 02368

AGENDA

In accordance with Governor Baker's Order Suspending Certain Provisions of the Open Meeting Law, G. L. c. 30A, § 20, relating to the 2020 COVID 19 emergency, the Town Council shall meet remotely to avoid group congregation.

The public is invited to attend this meeting remotely, only via phone or computer. In order to maintain safe social distancing guidelines, no physical presence will be allowed at this time. The Town Website will be updated on the day of the meeting with the phone and computer access instructions.

A. Call to Order - Roll Call - Pledge of Allegiance

B. Moment of Silent Prayer

C. Approval of Minutes

1. Minutes of Town Council Meeting of August 22, 2022

D. Announcements from the President

E. Public Hearings

1. 6:15 PM: Council Order 2022-038- Request for the Town Council to Initiate An Amendment to the Randolph Zoning Ordinance – Chapter 200 of the General Code of the Town of Randolph – Concerning Density Requirements in the Union Crossing Transit District Pursuant to M.G.L. ch. 40A, sec. 5
2. 6:15 PM: Council Order 2022-040- Regarding Community Preservation Committee Recommendations

F. Public Comments

G. Town Manager's Report

H. Old/Unfinished Business

1. Council Order 2022-037- Annual Reports Regarding Chapter 90 Money and Unaccepted Streets

I. Motions, Orders, and Resolutions

- [1.](#) Resolution 2022-04- Concerning Chapter 90 Money and Unaccepted Streets

J. New Business

- [1.](#) Council Order 2022-042- Authorizing the Town of Randolph to Enter a Lease Agreement with the Tri-Town Water District

K. Correspondence

L. Committee Reports

M. Open Council Comments

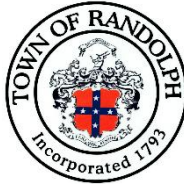
N. Adjournment

Notification of Upcoming Meeting Dates:

October 3 & 17

November 7 & 21

December 5 & 19



Randolph Town Council

Meeting Minutes

Meeting Date: Monday, August 22, 2022 at 6:00 p.m., Remote Meeting via Zoom

Call to Order: Council President W. Alexopoulos called the meeting to order.

Roll Call – Council Members Present: Christos Alexopoulos, William Alexopoulos, Richard Brewer, Natacha Clerger, Jesse Gordon, Kevin O’Connell (Councilors James Burgess, Ryan Egan and Katrina Huff-Larmond Absent)

Pledge of Allegiance: Pledge of Allegiance led by Councilor Brewer

Moment of Silent Prayer: Moment of Silent Prayer held.

Announcements from the President:

1. Welcome new Town Council Clerk, Natalie Oliveras.

Correspondence:

Town Attorney Griffin read the following pieces of correspondence:

1. A letter from Yahaira Lopez dated July 30, 2022, which includes her resignation from her position as Randolph Representative of the Blue Hills Regional School Committee.
2. A letter from Sharon Artis-Jackson, dated August 19, 2022, on behalf of members of a planning committee regarding an upcoming event to honor the work of the late Councilor Kenrick Clifton. The memorial service and tribute will be held on Sunday, 2:00 PM, September 18, 2022 at The Tabernacle of Praise in Randolph, MA.
3. The Community Wellness Project will be hosting a Community Block Party on August 27, 2022 at 1:30 PM at Powers Farm. The purpose of holding this community party is to engage with Randolph Residents and promote health and wellness to the Town.

Councilor Huff-Larmond joined the meeting.

Public Hearings:

1. Public Hearing on Special Permit Application for a Drive-Through at 106 Mazzeo Drive - Proposed New Burger King Drive Through

Town Attorney Griffin read the legal notice which was published in the Patriot Ledger on July 19 and July 26, 2022. The Town Council President Opened the Public Hearing. Attorney Nicholas Goodier and the Applicant’s engineer on behalf of the applicant, JSC Management, are present requesting a continuance of the special permit public hearing. The project has posed its own procedural hurdles

because the property that is going to be leased is partially located in Randolph and the other in Stoughton. Additionally, the site layout is being reevaluated, and the applicant will likely have to go back to Stoughton to request more of a variance than what was originally requested. The Applicant requested a continuance and asked that the Public Hearing be continued to the October 3, 2022 Randolph Town Council meeting. A written request for the continuance is included with the meeting packet attached to the agenda.

Motion made by Councilor Gordon to continue the public hearing on this matter to the Council Meeting to be held on October 3, 2022, with the public hearing to take place at 6:15pm, seconded by Councilor C. Alexopoulos.

Roll Call Vote: 7-0-0 (Burgess and Egan Absent)

Motion Passes.

The Public Hearing concerning the Special Permit Application for 106 Mazzeo Drive was continued until 6:15pm on October 3, 2022.

2. Public Hearing on Special Permit Request (Wireless Antennas) and Site Plan and Design Review Application - Verizon - 15 Memorial Parkway - New Antennas on Existing Building

Town Attorney Griffin read the legal notice which was published in the Patriot Ledger on July 28 and August 4, 2022.

The Council President opened the Public Hearings.

Council President: This is a two part special permit application. One is for a special permit for wireless antennas and the second is a site plan and design review for this project. Both public hearings are being conducted together. There will be a separate vote on each matter.

Mr. Carl Gehring presented on behalf of Applicant. Applicant is Cellco Partnership d/b/a Verizon Wireless. This is not a cell tower, this is not a new tower, this is a bit of a different situation in the sense that we're making use of an existing structure. It is not unusual to put antennas on an already existing building and it works out perfectly because the area where we needed coverage happened to fall right where that building exists so it works out ideally. By adding the antennas on the existing building in the downtown area where there is a lot of bandwidth being used, it will allow the Verizon sites to provide coverage in other areas as they were designed to do. This is called the densification of the network and we need to fill in the gaps of coverage. We have hired an outside consultant with the question: Is this proposed facility within the FCC guidelines and in Tab 7 of the binder of the materials provided, the report of Donald Haes says we are in compliance with federal guidelines. An environmental sound assessment was also done and it revealed that sound was a non-issue. Mr. Gehring additionally explained that it is not uncommon to see clutter on the roofs of the buildings and once the antennas are up there it will hardly be noticeable. We are providing infrastructure, providing convenience and more communication between the residents of Randolph, with no burden on the town. This will improve the wireless communications of users within the Town.

The Council President opened the floor for public comments.

Joe Burke, of Hills Street: How much money is that going to generate for the town of Randolph?

Council President Alexopoulos: I'm sure the value of the building will increase. Mr Gehring: This is a private transaction so there is no compensation to the town, but there is no burden on the town. We are providing infrastructure, public safety, and connectivity at no cost to the town.

Sandy Cohen, of Bittersweet Lane: Is it going to affect the noise in the downtown area? We have a bad storm, if the tower were to be pushed over, where would it wind up landing? Mr Gehring: No, the fans are so low you wouldn't notice the sound. There is no tower, just equipment, which would not impact the area or the buildings around it.

The Public Comments Portion of the Public Hearing was closed.

Councilor Burgess joined the Meeting.

The Council President opened the discussion up to the Council:

Councilor Burgess: I came in late but I read the application and am up to speed on the documents provided by Verizon and feel I am capable of voting on the special permit.

Councilor Brewer: I noticed that everything on the roof is just weighted to the roof, they're not anchored so is there a problem if we had a high wind volume? Mr. Ghering: No, they are engineered to spread the weight and be held down, and not tip over. They will meet the building codes of Massachusetts. The reason for not penetrating into the building is to prevent leaks.

Councilor Gordon: Verizon is the only occupant of that building which means you have access to the roof if there is ever any trouble, then you can get up there and deal with it. Since the downtown area will use the new antenna equipment, the nearby areas also benefit because they have fewer users and everyone gets a faster internet signal.

Councilor O'Connell: You said the roof of the building would look cluttered. I'm a little concerned because when I visited the building today, it looks abandoned. Are there any plans to clean up the building? Is there a way we can give it a more family friendly face lift so people wouldn't notice the clutter on the roof. We have big plans in Crawford Square and if we could get it cleaned up that would really help us.

Councilor Burgess: If you could bring back to Verizon for us, that we appreciate the building and that it's in our town, however if you could take a look at the fact that maybe we should make the building more visually attractive.

Councilor Huff-Larmond: I just want to piggyback on what the councilors are saying. We want to make sure that if we continue to invest in a business then that business is conscious that it will fit the climate that we are developing. Thank you for your presentation, it is much appreciated.

Council President Alexopoulos: Thank you for your presentation. The Council understood what the intent of Verizon is and the placement of the antennas on the building, and why there is a need to improve the communication in the Crawford Square area. I too, would like to see some type of beautification on the front and sides as well. I think Verizon could do a good job at it. If you could take that back to Verizon as well, that would be great.

The Public Hearings on the Application by Cellco Partnership d/b/a Verizon Wireless for a Special Permit and for Site Plan and Design Review were closed.

Councilor Burgess moved to grant a Special Permit to Cellco Partnership d/b/a Verizon Wireless for 15 Memorial Parkway for the installation of a wireless communication facility to consist of 12 antennas and 8 radio equipment cabinets to facilitate the 12 antennas, as described in the Application; that those shall be located entirely on the roof; that the town finds that the proposed use is in harmony with the general purposes of the Town's Ordinances, that the location is not detrimental to the neighborhood, it does not

significantly alter the character of the zoning district, that the use will not be detrimental to the district, and that the use will not cause undue traffic congestion in the immediate area, and that the Town shall exempt Verizon from complying with the following sections of the Zoning Ordinances, for which the Applicant has requested a waiver: Zoning Ordinance Sections 200-65(D) (Surface Area), 200-75 (Monitoring and maintenance), 200-76 (Abandonment or discontinuance of use), 200-78 (Performance guarantees) and 200-79 (Term of special permit).

Roll Call Vote: 7-0-0 (Councilors Clerger and Egan absent during vote). Motion Passes.

Councilor Burgess moved to find that the Application of Cellco Partnership d/b/a Verizon Wireless complies with the Town of Randolph Zoning Ordinances concerning Site Plan and Design Review, with the condition that the Applicant present to the Town Council within 90 days of the Decision a letter reporting on the visual status of the property and any suggestions on how to improve the appearance of the property. Seconded by Councilor O'Connell.

Roll Call Vote: 8-0-0 (Councilor Egan absent). Motion passes.

Public Comments:

Mr. Joe Burke: If the Burger King is part of Randolph and part of Stoughton, are we going to split taxes with them? Council President: We appreciate your comment and we will make sure we do our due diligence and get what we are entitled to.

Ms. Cohen, of Bittersweet Lane requested a link on the website to determine who each voter is eligible to vote for for state senate because she is unable to determine which streets have been assigned to the new district. How much do we get paid for the new equipment on the verizon building, and how much is that going to bring in, in revenue? There is an area on Highland avenue that always gets flooded in heavy rain and it is very treacherous.

Ms. Anjali Deshpande: On July 27, 2022 I sent you all a letter in response to the reading of the DEI letter that Sandy Cohen read. I am not affiliated with anyone, I'm pretty new to the town and I'm just trying to understand how things work. Since I sent this letter, I heard from and met with Brian Howard. I took the time to write my extensive letter because I did not feel represented by you during that conversation and it's important to me to let you know. In summary I was asking for you to respond and take accountability for some of the comments that were out of line and inappropriate. The heart of the letter was asking for increased transparency.

Councilor O'Connell: I just want to put on the record that I replied to her email.

Town Manager's Report:

1. School Building Committee Update: The Town Manager provided an update on the progress of the New Lyons School MSBA Project. The costs of the project, as expected, have gone up. We have gone through a very rigorous process of value engineering to bring the project costs back in line. Even after going through the process and cutting significant costs, there was approximately \$850,000.00 left that needed to be funded or cut from the project. For us to move the project forward at this point, we have to submit a letter to the MSBA to show that we are still in balance. The School Building Committee is concerned that if they cut an additional \$850,000 from the cost of the project, after the amount that they

have already cut, that they will start to impact the core features of the new building and put that we are trying to accomplish in jeopardy. There are multiple options to put the project back on budget. At this point, the Committee voted unanimously to commit ARPA funds to keep this project moving forward. Once we get to 90% design there will be another look. I'm hoping that inflationary aspects may change and that may bring the cost back down or we're going to have to look at other options. These include the possibility of going back to the voters, which I think would be inappropriate, or borrowing the money ourselves, which I think is unwise. There is also another process where the Council could ask the Department of Revenue for approval for an automatic override in these unusual circumstances, but I don't think that would be fair to taxpayers. That is why, for now, the Committee chose to commit to the funding using ARPA funds. This is a generational building. We want to preserve the quality and intent of what the voters approved. So I just wanted to let the Council Members know what's going on at these meetings and we're really excited about where we are going.

Councilor Burgess asked about the status of demolition of the Devine School Site and what parts of that building will be saved. The Town Manager will provide the information.

2. The Town Manager indicated that Ria Tallowar on Liberty Street, is seeking to join the disabilities commission, in particular to provide assistance in areas related to mental health. He had an opportunity to meet with her. He now brings her name forward as his nomination to fill an opening on the Disabilities Commission.

Motion made to approve the request of Town Manager Howard by Councilor Burgess, Seconded by Councilor C. Alexopoulos.

Roll Call Vote: 8-0-0 (Councilor Egan absent). Motion passes.

Questions for the Town Manager:

Councilor Burgess requested information on the new PACT Act, concerning Veterans' benefits, and how it will be implemented in Randolph by our Veterans Agent. The Town Manager will follow up.

Councilor Huff-Larmond requested an update on the Town Social Worker position. The job posting is up and she is excited that we are going to fill it. Town Manager says that the budget has been signed by the Governor and the position will be funded by a state grant. We are awaiting confirmation about the release of those funds. This is great news.

New Business:

1. Council Order 2022-040 Regarding Community Preservation Committee Recommendations

Town Manager Howard introduced Order 2022-040. This is the FY23 Community Preservation Projects Order to see if the Town Council will vote to appropriate the funds for the projects recommended by the Community Preservation Committee in the amounts shown in the Order and from the identified reserves. Building Commissioner and Chairperson of the Community Preservation Committee, Mr. Ronald Lum, gave a brief synopsis of the recommendations of the CPA Committee.

A discussion was had about the proposed Belcher House rehabilitation. The project they have in mind is accessible entrances, a chair lift inside, two handicapped accessible bathrooms, repair the barn and make it accessible for any future events.

A discussion was had about the nature of the historic building, the need for these renovations, and the effects of these renovations on the historic nature of the building. A discussion was held about the

requirements of the ADA, the deed restrictions on the property, and the ongoing future cost of this building. A discussion was held about the requirement that the CPC applicant's match the CPC funds through fundraising. A discussion was held about the wisdom of choosing copper gutters.

Councilor Burgess asked about the Belcher Park Girl Scout House. He does not believe that this request includes all the work that needs to be done on this building. He would prefer a comprehensive plan.

No action was taken on this Council Order. It will be scheduled for a future meeting.

2. Council Order 2022-041 Prior Fiscal Year Unpaid Bills -

The Council President and the Town Manager introduced this Council Order. The funding source is FY23 water expense budget. After discussion, Councilor Brewer made a motion to approve Council Order 2022-041 as presented. Seconded by Councilor Clerger.

Roll Call Vote: 8-0-0 (Egan Absent); Motion passes.

Committee Reports:

Councilor Gordon provided a report on the Economic Development Subcommittee Meeting: Councilor Gordon held an introductory meeting with Councilor O'Connell, and then had a brief meeting today with representatives from the Greater Brockton Minority Business Association. There is another meeting this Wednesday with two Chamber of Commerce members who represent Randolph.

Councilor Gordon provided a report on the Master Plan Implementation Committee: Councilor Gordon updated the Council on a recent meeting that was held. MPIC made their report to the Town Manager and would like to schedule a presentation to the Town Council as the next step.

Councilor Huff-Larmond provided a report on the Human Services/Seniors/Recreation Subcommittee: Councilor Huff-Larmond went to the last recreation board meeting. Stated she has great confidence that they will do great work, push programming, and thanked them for their work. Councilor Gordon also stopped by to say hello and thanked them for volunteering.

Council Comments:

Councilor Burgess: The Act signed by the President relative to veterans. It covers all Veterans who have been exposed to burn pits, and the effects they have suffered. We should be seeing our veterans numbers in service go up, be increased by the new act. I applaud the joint partnership and the president in getting this signed.

We had proposed a modification to a guard rail relative to the open space in Great Pond as well as the transportation improvements. Quincy has large, white, reflective, cemented bollards, on the roadway creating a bike lane, and maybe this is something we could look at as an alternative to the replacement to the guard rail, and might be cheaper.

Councilor O'Connell: Thanked Natalie for joining us. Congratulated Randolph for an amazing event with Fox 25 that painted our town so nicely. National Night Out was another awesome event that the police did, I strongly suggest you go next year if you didn't make it this year. Shoutout to the DPW for painting cross walks in front of the highschool, and on Highland Avenue.

Councilor Gordon: The CPC Application is to do signage at the parks and what we decided was to adopt Department of Conservation Resources' Rules for doing the same on the Randolph side of Blue Hills

and then to extend that idea to the rest of the town. Secondly, this topic came up at the Small Subcommittee Meeting concerning RCTV and what control the Town Council has over RCTV. After looking at the Charter, I wonder where their rules come from and how we can make it so it fulfills its mandate to be community television. I'd like to figure out what we have control over and how to make it more accessible and available to the people of Randolph.

Councilor Brewer: Thanked first responders who helped locate the elderly man that was missing over the weekend. It was a great conclusion to a really scary situation, especially for the family.

Town Manager Howard: The Police Chief has been working with the DA and I believe a program is going to be announced in the next 4-6 weeks to try and make GPS bracelets available. This is a Norfolk County Initiative and the Town of Randolph has taken a very proactive approach on it.

Councilor Clerger: Special thanks to Ms. Donna Hall, Attorney Griffin and everyone in Town Hall, who took extra work since Debbie left and always opened the doors to help me with citations, and different letters. I am excited to start working with our new clerk.

Town Manager Howard: It was a great team effort and I want to echo Councilor Clerger's comments without a doubt.

Councilor Huff-Larmond: I also want to piggyback on what Kevin said: the ZipTrip was a great community event. Jamaican Independence Day was great. It was especially special for me because my son is bicultural and he raised a flag. Shout out to the youth council alumni. I bumped into some members from the first Youth Council Group. One member is on her way to med school, another member is graduating from Biology, another member is completing UMass Amherst and currently applying to Law school. We have some fabulous youth. I want to remind everyone that the reason the Youth Council Group exists is not just their public service, but hoping that they want to come back and eventually contribute to Randolph. 1048 Bar and Grill would like me to announce their upcoming annual golf tournament to benefit the Michael Beal Scholarship fundraiser. For more information call Kerry at 781-956-9238. Welcome Natalie!

Town Manager: The scholarship is for Randolph High Students who would be going into public safety to honor Officer Beal.

Councilor C. Alexopoulos: Welcome aboard, Natalie! Thanked Randolph Police for their work concerning the gentleman that was lost and the response efforts to make sure he is okay and back home. Great work for them.

Council President Alexopoulos: Again, Natalie, welcome!

Motion to adjourn was made by Councilor Clerger, seconded by Councilor C. Alexopoulos.

Roll Call Vote: 8-0 (Councilor Egan Absent). Motion passes.

The meeting was adjourned at 8:27 PM.

Council Order: 2022-038

Introduced By: Council President William Alexopoulos
July 25, 2022

Request for the Town Council to Initiate
An Amendment to the Randolph Zoning Ordinance –
Chapter 200 of the General Code of the Town of Randolph –
Concerning Density Requirements in the Union Crossing Transit District
Pursuant to M.G.L. ch. 40A, sec. 5

That the Town Council of the Town of Randolph hereby initiates an amendment to the Randolph Zoning Ordinance, Chapter 200 of the General Code of the Town of Randolph, pursuant to M.G.L. ch. 40A, Section 5, concerning density requirements in the Union Crossing Transit District and hereby amends the Zoning Ordinance as follows:

1. Zoning § 200-14.3(F), which currently reads as follows, is hereby deleted:

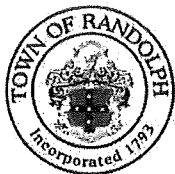
F. Development intensity.

- (1) The maximum residential density of a UCTD project shall be fifteen (15) dwelling units per acre.

2. A new zoning § 200-14.3(F) is hereby inserted, as follows:

F. Development intensity.

- (1) The maximum residential density of a UCTD project shall be fifteen (15) dwelling units per acre.
- (2) Permitted basic density shall be calculated as follows:
 - a. Total area of the lot(s) less any land within a body of water or situated within a wetland or within fifty (50) feet of a bordering vegetated wetland (BVW).



Town of Randolph
PETITION FOR ZONING AMENDMENT

~Clerk's Use~
Date referred to Planning ____/____/____
Order # _____

RESPECTFULLY SUBMITTED TO TOWN COUNCIL BY (check one)

- ☐ TOWN COUNCIL ☐ BOARD OF APPEALS ☒ PLANNING BOARD
☐ SUBJECT LAND OWNER(s)*

PETITIONER'S NAME Randolph Planning Board

AGENT/REPRESENTATIVE/CONTACT (if any) Michelle Tyler

ADDRESS 41 South Main Street, Randolph, MA02368

PHONE 781-961-0936 EMAIL mt Tyler@randolph-ma.gov

REASON FOR PROPOSED AMENDMENT (attach additional justification as warranted) _____

This amendment would further define Development Intensity in a UCTD development by considering the existence of wetlands on any parcel and eliminating it from buildable parcel size. Without this amendment, if wetlands covered half of a lot, the effective density on the buildable portion could be significantly higher and defeat the intent of a "village style" development.

PETITIONER'S SIGNATURE *Michelle R Tyler* DATE 7-13-2022
*all parties must sign

ZONING TEXT AMENDMENT (if applicable)

ARTICLE(s)/SECTION(s) 200-14.3.F

☒ **REQUIRED:** attach proposed ordinance TEXT using exact wording. Use strikethrough to show text to be deleted and bold to indicate text to be added

ZONING MAP AMENDMENT (if applicable)

PROPERTY LOCATION/STREET ADDRESS _____

CURRENT ZONING _____ TOTAL ACREAGE TO BE REZONED _____

PROPOSED ZONING _____

ASSESSOR'S MAP(s) & PARCEL(s) _____

CURRENT USE(s) _____

ANTICIPATED USE (if known) _____

DESCRIPTION OF EXISTING LAND USES OF SURROUNDING AREA _____

☐ **REQUIRED:** attach MAPS clearly showing existing & proposed zoning districts, including parcel lot lines (8.5 x 11" preferred size)

Proposed amendment to 200-14.3 Union Crossing Transit District (UCTD)

F. Development intensity.

- (1) The maximum residential density of a UCTD project shall be fifteen (15) dwelling units per acre.**
- (2) Permitted basic density shall be calculated as follows:**
 - a. Total area of the lot(s) less any land within a body of water or situated within a wetland or within fifty (50) feet of a bordering vegetated wetland (BVW).**



PLANNING BOARD Report to Town Council

Order: 2022-038

Petitioner: Planning Board

Date referred: July 25, 2022

Date hearing opened: August 23, 2022

Date hearing closed: August 23, 2022

Date of report: August 30, 2022

PETITION

To amend Chapter 200 of the General Code of Randolph pursuant to M.G.L. Chapter 40A, Section 5 to amend the Town of Randolph Zoning Ordinances concerning the calculation of density in the Union Crossing Transit District.

BACKGROUND

Zoning Ordinance section 200-14.3(F) affecting the Union Crossing Transit District (UCTD) references the maximum number of residential units that can be constructed within an applicable parcel. The proposed amendment further clarifies density limitations by considering non-buildable areas (e.g., wetlands) and incorporating a zone of protection around such areas.

AMENDMENTS TO ZONING ORDINANCE(S)

The Planning Board recommends adoption of the order.

RECOMMENDATION

The Planning Board voted 4-1-0 **to RECOMMEND** adoption of order 2022-038.

DISCUSSION

In a UCTD project, the calculation of density maximum that fails to consider the impact of wetlands or other non-buildable areas within the associated parcel(s) could result in a heavily compact development that does not meet one of the stated purposes of the district: to create a “village-style environment”.

The zoning amendment recommends language that:

1. Retains the maximum density of 15 units per acre
2. Defines the calculation of the area by subtracting wetlands and land within fifty (50) feet of a bordering vegetated wetland

An example of this method in practice is as follows:

1. A 10-acre parcel built at 15 units per acre would be permitted 150 units
2. A 10-acre parcel with a 2-acre pond would be permitted **up to 120** units. The number of units would likely be fewer when the BWV is identified and included into the calculation.

This recommended amendment does not affect:

- Any decision made by the Conservation Commission under their authority.
- Any building setbacks or buffers further defined in the Zoning Ordinance.

Public Notices

573 - 585 Washington St. Quincy
**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING**
573-585 Washington Street
Planning Board Case No.
2022-08

In accordance with the provisions of MGL Chapter 40A, Section 11, the Quincy Planning Board will hold a public hearing on Wednesday, September 14, 2022, at or after 6:00 PM, in the 1st Floor Boards and Commissions Room, Old Town Hall, 1305 Hancock Street, Quincy, MA, on the application of 573 Washington St LLC, 50 Stone Crest Dr, Braintree, MA 02184, for Site Plan Review under Quincy Zoning Ordinance Title 17, Section 9.5.1 (Site Plan Review), and Special Permit under Section 5.1.17 (Parking Waiver). The Applicant proposes to demolish the existing one (1) story commercial building and construct one (1) three (3) story mixed-use building with ground level commercial space and sixteen (16) two-bedroom residential units above with parking under the building for thirty-one (31) spaces. The proposal will also include professionally designed drainage improvements and landscaping improvements. The properties contain 17,860 +/- square feet of land and are located at 573-585 Washington Street. The subject properties are located within a Business B Zoning District and shown on Assessors Map 2067A, Lot 6, Plot 1.

A copy of the Applicant's plans may be examined at the Department of Planning and Community Development, Quincy City Hall, 34 Coddington Street, 3rd Floor, Quincy, Monday through Friday during regular working hours 8:30 AM to 4:30 PM or on the Planning Department's website at: [Planning & Community Development \(revize.com\)](#).

Any person interested or wishing to be heard on the application, should appear at the time and place designated and can do so via email directed to slaracy@quincyma.gov or regular first-class mail addressed to the Planning Department 34 Coddington Street Quincy MA, 02169, ATTN: Susan Laracy. Written communications must be received prior to noontime on the date of the meeting to be considered by members.

Quincy Planning Board

AD# 7690612
PL 08/31 & 09/07/2022

95 & 109 Franklin St. Quincy
**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING**
95 & 109 Franklin Street
Planning Board Case No.
2022-11

In accordance with the provisions of MGL Chapter 40A, Section 11, the Quincy Planning Board will hold a public hearing on Wednesday, September 14, 2022, at or after 6:00 PM, in the 1st Floor Boards and Commissions Room, Old Town Hall, 1305 Hancock Street, Quincy, MA, on the application of Bike Realty LLC, 95 Franklin Street, Quincy, MA 02169, for Site Plan Review under Quincy Zoning Ordinance Title 17, Section 9.5.1 (Site Plan Review). The Applicant proposes to move the existing Dunkin Donuts located at 95 Franklin Street next door to 109 Franklin Street, currently occupied by three (3) existing commercial spaces and a multi-family residential home. Applicant will use 95 Franklin Street for commercial use and will provide twenty-three (23) ground level parking spaces. The properties contain 40,399 +/- square feet of land and are located at 95 & 109 Franklin Street. The subject properties are located within a Business B Zoning District and shown on Assessors Map 3006, Lot 17, Plot 18.

A copy of the Applicant's plans may be examined at the Department of Planning and Community Development, Quincy City Hall, 34 Coddington Street, 3rd Floor, Quincy, Monday through Friday during regular working hours 8:30 AM to 4:30 PM or on the Planning Department's website at: [Planning & Community Development \(revize.com\)](#).

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Public Notices

Street Quincy MA, 02169, ATTN: Susan Laracy. Written communications must be received prior to noontime on the date of the meeting to be considered by members.

Quincy Planning Board
AD# 7690771
PL 08/31 & 09/07/2022

**BLACKER ESTATE
LEGAL NOTICE**
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO21P2481EA
INFORMAL PROBATE
PUBLICATION NOTICE

Estate of: Phyllis Blacker
Date of Death: 03/16/2021

To all persons interested in the above-captioned estate, by Petition of Petitioner Clifford Blacker of North Easton MA Clifford Blacker of North Easton MA has been informally appointed as the Personal Representative of the estate to serve with surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
AD#7722921
PL 09/07/2022

**CORKERY ESTATE
LEGAL NOTICE**
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. 22P1930PO
CITATION

Estate of: Robert James Corkery
To all interested persons: A petition has been filed by Michael P. Corkery of Stoughton MA Requesting AMENDED General Probate Petition for Reasons more Fully Stated in Said Petition

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on 09/21/22
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.
WITNESS, Patricia A. Gorman, First Justice of this Court.
Date: August 17, 2022
Colleen M. Brierley
Register of Probate

**PUBLIC HEARING
NOTICE**
Town of Randolph, MA
Council Order 2022-040

The Randolph Town Council will conduct a public hearing on Monday, September 12, 2022 at 6:15 PM via ZOOM on Council Order: 2022-040 FY 2023 Randolph Community Preservation Projects to see if the Town Council will vote to appropriate funding for the projects recommended by the Community Preservation Committee in the amounts shown below and from the reserves identified next to each project: Stetson Hall Insulation/\$20,000/Historic Reserve; Stetson Hall Gutter Installation/\$40,000/Historic Reserve; Stetson Hall HVAC Renovation/\$70,000/Historic Reserve; Stetson Hall Roof & Wood Repair/\$100,000/Historic Reserve; Belcher House ADA Rehabilitation/\$161,000/Historic Reserve; Theodore Luddington Memorial Park-Phase I/\$25,000/Open Space-Recreation Reserve; Belcher Park Girl Scout House Rehabilitation/\$29,850/Open Space-Recreation Reserve; Open Space & Recreation Plan/\$15,000/Open Space-

Public Notices

Recreation Reserve; Signage- South Randolph & Other Areas/\$9,500/Open Space-Recreation Reserve; Shared Housing Services/\$11,520/Housing Reserve.

Additional information on this Council Order may be found on the Town of Randolph website and is also available through the Randolph Town Clerk's Office during regular business hours at the offices of the Town Clerk, 41 South Main Street, Randolph, MA. The Zoom link to connect to the meeting and to the public hearing may be found on the Randolph website calendar.

AD# 7728541
PL 09/07/2022

**DESIGNER SERVICES
LEGAL NOTICE**
TOWN OF SCITUATE
Robert Dutch, EdD.
Scituate Public Schools
606 Chief Justice Cushing Hwy.
Scituate, MA 02066
ADVERTISEMENT FOR
DESIGNER SERVICES

The Town of Scituate ("Owner") is seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the Hatherly Elementary School in Scituate, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority ("MSBA") in accordance with the MSBA's Designer Selection Procedures.

The Owner is seeking design services initially for feasibility study and schematic design services as those services are detailed in the standard contract of the MSBA. The Project consists of either the construction of a new Elementary School on the current site, a site to be determined or an addition and/or renovation of the existing Elementary School. The estimated project cost is \$35M - \$85M. The time period for completed work will be 17 months for feasibility study/schematic design.

A complete Request for Services (RFS) will be available after 11:00 AM on Wednesday, September 7, 2022, by email request to Diane Guenther from The Vertex Companies, LLC at dguenther@vertexeng.com.

An informational briefing session will commence on Wednesday, September 14, 2022, at 3:00 PM at Hatherly Elementary School, 72 Ann Vinal Road, Scituate, MA 02066.

Sealed responses will be received on or before 2:00 PM on October 5, 2022 by Robert Dutch, EdD., Scituate Public Schools, 606 Chief Justice Cushing Hwy., Scituate, MA 02066.

AD# 7713.52
PL 09/07/2022

Hearing 09/12/22
LEGAL NOTICE
TOWN OF RANDOLPH
HEARING 9/12/2022

The Randolph Town Council will conduct a public hearing on Monday, September 12, 2022 at 6:15 pm via ZOOM on Council Order 2022-038- to amend the Town of Randolph Zoning Ordinance - Chapter 200 of the General Code of the Town of Randolph - Concerning Density Requirements in the Union Crossing Transit District Pursuant to M.G.L. ch. 40A, sec. 5. Additional information on this Council Order may be found on the Town of Randolph website and is also available through the Randolph Town Clerk's Office. The link to connect to the meeting may be found on the Town of Randolph website calendar.

AD# 7702394
PL 09/07/2022

**HIGGINS ESTATE
LEGAL NOTICE**
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No.
NO21P3036EA
INFORMAL PROBATE
PUBLICATION NOTICE

Estate of: LINDA L HIGGINS

Also Known As: Linda De FRUSCIO

Date of Death: AUGUST 17, 2021

To all persons interested in the above-captioned estate, by Petition of Petitioner ROBERT P HIGGINS, JR. of WEYMOUTH a Will has been admitted to informal

Public Notices

probate.

ROBERT P HIGGINS, JR. of WEYMOUTH has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD#7744420
PL 9/7/22

**LUSSIER ESTATE
LEGAL NOTICE**
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO22P2105EA
CITATION ON PETITION
FOR
FORMAL ADJUDICATION

Estate of: Gail C. Lussier
Also known as: Claudia Gail Lussier
Date of Death: 06/28/2022

To all interested persons: A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Elizabeth A. White of Pembroke MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that: Elizabeth A. White of Pembroke MA be appointed as Personal Representative(s) of said estate to serve With Corporate Surety on the bond in unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 09/28/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. WITNESS, Hon. Patricia Gorman, First Justice of this Court.

Date: August 24, 2022
Colleen M. Brierley
Register of Probate

AD#7722136
PL 09/07/2022

**CONTRACT PW22002S
LEGAL NOTICE**
ADVERTISEMENT FOR
BIDS

Town of Weymouth, Massachusetts requests sealed bids for construction of 2022 Pump Station Improvements Project, Contract PW-22-002-S. Bids will be received at the Department of Public Works, Sewer Office, 120 Winter Street, Weymouth, Massachusetts 02188 until 11:00 A.M. prevailing time, on Wednesday, October 12, 2022.

The Base Bid scope of work includes equipment and structure rehabilitations, demolition and replacements and appurtenant work at the Alton Terrace sewer pump station and the Witwamut Road sewer pump station in

Public Notices

the Town of Weymouth.

The Alternate Bid 1 scope of work includes equipment and structure rehabilitations, demolition and replacements and appurtenant work at the Seaver Road sewer pump station in the Town of Weymouth.

The Alternate Bid 2 scope of work includes equipment and structure rehabilitations, demolition and replacements and appurtenant work at the Healy Road sewer pump station in the Town of Weymouth.

Estimated construction cost: \$ 1,150,000.00.

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com or at Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m.

Questions addressed to Weston & Sampson Engineers, Inc., Attn: Carolyn Mahoney (mahoney.carolyn@wseinc.com) 978-532-1900

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 149, Section 44A to 44J inclusive, as amended.

DCAMM General Contractor's CATEGORY OF CERTIFICATION: PUMP-ING STATION

Filed Sub-Bids: Roofing and Flashing, Heating and Ventilating, and Electrical.

Filed sub bids will be received at the Department of Public Works, Sewer Office, 120 Winter Street, Weymouth, Massachusetts 02188 until 11:00 A.M., on Wednesday, September 28, 2022.

AD# 7739470
PL 09/07/2022

**BIDS EXTERIOR DOORS
LEGAL NOTICE**
NOTICE TO CONTRACTORS

The Halifax Housing Authority, invites sealed bids from General Contractors for the 667-1 Exterior Door & Intercoms & Keyless Entry System, #118060 #231 in Halifax, Massachusetts, in accordance with the documents prepared by Studio Umbra LLC. The Project consists of: Demolition and replacement of apartment building entry doors and keyless security system.

The work is estimated to cost \$104,814. Bids are subject to M.G.L. c.149 §44A-J & to minimum wage rates as required by M.G.L. c.149 §26 to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED.

Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at www.biddocsonline.com. General Bids will be received until 10:00 AM on Wednesday, 28 September 2022 and publicly opened online, forthwith. All Bids should be submitted online at www.biddocsonline.com and received no later than the date and time specified above.

General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the Halifax Housing Authority.

Bid Forms and Contract Documents will be available for pick-up at www.biddocsonline.com (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).

There is a plan deposit of \$50.00 per set (maximum of 2 sets) payable to BidDocs ONLINE Inc. Plan deposits may be electronically paid or by check. This deposit will be refunded for up to two sets for general bidders and for one set for sub-bidders upon return of the sets in good condition within thirty (30) days of receipt of general bids. Otherwise the deposit shall be the property of the Awarding Authority. Additional sets may be purchased for \$50.00. Bidders requesting Contract Documents to be mailed to them shall include a separate check for \$ 40.00 per set for UPS Ground (or \$65.00 per set for UPS overnight), non-refundable, payable to the BidDocs ONLINE Inc., to cover mail handling costs.

PRE-BID CONFERENCE / SITE VISIT: Date and Time: Wednesday,

Public Notices

21 September 2022 at 10:00 AM Address: 1 Parsons Ln, Halifax
The Contract Documents may be seen, but not removed at:

Nashoba Blue Inc. 433 Main Street
Hudson, MA 01749
978-568-1167

AD# 7738674
PL 09/07/2022

**SLY, JR ESTATE
LEGAL NOTICE**
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO21P0605EA
CITATION ON PETITION
FOR
ORDER OF COMPLETE
SETTLEMENT

Estate of: Edmund J Sly, Jr.
Date of Death: 01/25/2021

To all interested persons: A Petition for Order of Complete Settlement has been filed by Edward Sly of Bridgewater MA

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 10/05/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.
WITNESS, Hon. Patricia Gorman, First Justice of this Court.
Date: August 31, 2022
Colleen M. Brierley
Register of Probate

**SOARES ESTATE
LEGAL NOTICE**
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO22P1579EA
INFORMAL PROBATE
PUBLICATION NOTICE

Estate of: Maria A. Soares
Date of Death: 07/30/2021

To all persons interested in the above-captioned estate, by Petition of Petitioner Livia D. Soares of Stoughton MA Livia D. Soares of Stoughton MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
AD#7730683
PL 09/07/2022



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Council Order: 2022-040

Introduced By: Town Manager Brian Howard
July 25, 2022**FY23 Randolph Community Preservation Projects**

To see if the Town Council will vote to appropriate the projects recommended by the Community Preservation Committee for the amounts shown below and from the reserves identified:

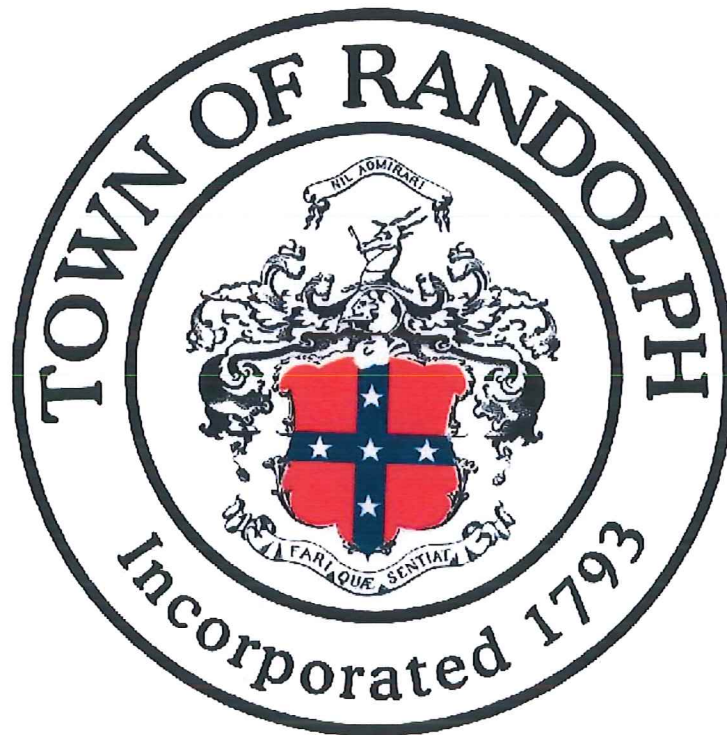
Project	Amount	Reserve
Stetson Hall Insulation	\$ 20,000	Historic
Stetson Hall Gutter Installation	\$ 40,000	Historic
Stetson Hall HVAC Renovation	\$ 70,000	Historic
Stetson Hall Roof & Wood Repair	\$ 100,000	Historic
Belcher House ADA Rehabilitation	\$ 161,000	Historic
Theodore Luddington Memorial Park - Phase II	\$ 25,000	Open Space/Recreation
Belcher Park Girl Scout House Rehabilitation	\$ 29,850	Open Space/Recreation
Open Space & Recreation Plan	\$ 15,000	Open Space/Recreation
Signage - South Randolph & Other Areas	\$ 9,500	Open Space/Recreation
Shared Housing Services	\$ 11,520	Housing

Town of Randolph

Report to the Town Council

FY 2023 Randolph Community Preservation Committee

August 22, 2022



Town of Randolph
FY 2023 CPC Report to the Town Council

Section E, Item2.

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- II. Summary of CPA in Randolph
- III. Activities of Community Preservation Committee
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 - B. Theodore Luddington Memorial Park- Phase 2- \$25,000
 - C. Belcher Park Girl Scout House Rehabilitation- \$29,850
 - D. Stetson Hall- Insulation- \$20,000
 - E. Stetson Hall- Gutters Installation- \$40,000
 - F. Stetson Hall- HVAC Renovation- \$70,000
 - G. Stetson Hall- Roof & Wood Repair- \$100,000
 - H. Stetson Hall- Veteran Memorial Plaques Rehab- \$35,000 (Not Approved)
 - I. Fin, Fur & Feather Preservation- \$816,000 (Not Approved)
 - J. Reservoir Walk Signage- \$153,000 (Not Approved)
 - K. Open Space & Rec Plan- \$15,000
 - L. Belcher House Rehab- \$247,000
 - M. Deer Park Signage- \$4,000 (Withdrawn)
 - N. Powers Farm Signage- \$1,975 (Withdrawn)
 - O. Signage Best Practices- \$20,000 (Withdrawn)
 - P. South Randolph Signage- \$10,000 (Amended by Applicant)
- V. Financial Overview
- VI. Forward Looking Statement

I. Overview of CPA

The Community Preservation Act (hereafter referred to as “CPA”), M.G.L. c. 44B, allows Massachusetts cities and towns to raise monies through a surcharge of up to 3% of the real estate tax levy on real property. In November 2004, Town Meeting voted a 2% annual real estate levy against real property. This was ratified at the Annual Town Election held on April 5, 2005. Town Meeting did accept two exemptions from this surcharge as permitted by law: an exemption of \$100,000 of the value of each taxable parcel of residential real property and an exemption for low income. Exemptions for low-income applications are available in the Assessor’s Office.

These CPA funds are to be used for four core purposes: to acquire, create and preserve open space; to acquire, rehabilitate, restore and preserve historic resources; to create, preserve and support community housing; and to acquire, preserve and utilize land for recreational use. The Act also provides significant State matching funds.

A minimum of 10% of the annual revenues of the fund must be appropriated for each of the core community concerns. The remaining 70% can be allocated for any combination of the allowed uses, or for land for recreational use.

Property taxes traditionally fund the day-to-day operating needs of safety, health, schools, roads, maintenance, and more. Until the CPA, there was no steady funding source for preserving and improving a community's infrastructure. The Community Preservation Act gives a community the funds needed to control its future.

II. Summary of CPA in Randolph

Randolph's fiscal year 2023 CPA revenue of approximately \$1,016,794 is expected to be matched by the State in November 2022 at 20%.

Consistent with the terms of the CPA and with the Community Preservation Committee (hereafter referred to as "CPC") bylaw adopted at the November 2004 Town Meeting, the Randolph Community Preservation Committee was appointed in July 2005 to administer the CPA.

Randolph Community Preservation Committee (as of May 1, 2022)

Housing Authority Member.....	Ronald Lum, Chairman
Recreation Committee Member.....	Vacant
Town Council Member.....	Ryan Egan
Community Member-Business.....	Bruce Fleischmann
Community Member- Resident.....	Thomas Fisher
Community Member- Resident.....	Marcell Robateau
Conservation Commission Member.....	Vacant
Historical Commission Member.....	Mary West
Planning Board Member.....	Alexandra Alexopoulos

III. Activities of the Community Preservation Committee and Town Council

The Community Preservation Committee met six times this fiscal year to discuss Randolph's CPA plan, accept proposals, study the proposals, seek additional information, deliberate, and make the recommendations included in this document. Furthermore, for several of the projects, the CPC solicited additional information, such as outside reports and evaluations of the proposed projects.

The CPA Statute and the DOR Guidelines dictate that Town Council may only appropriate funds for a project pursuant to a recommendation of the CPC. The Statute and DOR Guidelines make clear that Town Council cannot approve an appropriation for a project on its own initiative. Consequently, the Statute and Guidelines dictate that Town Council cannot alter the scope of a project recommended by the CPC, as doing so would result in approval of a project that is different from that recommended by the Committee.

IV. Applications Accepted by the Committee

Section E, Item2.

Table 1 Applications Accepted

<i>Applicant Name</i>	<i>Project Type</i>	<i>Project Cost</i>	<i>Purpose</i>
Town Planner	Shared Housing Services	\$11,520	Housing
Library Director	Theodore Luddington Memorial Park- Phase 2	\$25,000	Open Space & Recreation
Community Programs Director	Belcher Park Girl Scout House Rehab	\$29,850	Open Space & Recreation
Town Planner & Stetson Trustees	Stetson Hall Insulation	\$20,000	Historic
Town Planner & Stetson Trustees	Stetson Hall Gutters Installation	\$40,000	Historic
Town Planner & Stetson Trustees	Stetson Hall HVAC Renovation	\$70,000	Historic
Town Planner & Stetson Trustees	Stetson Hall Roof & Wood Repair	\$100,000	Historic
Randolph Women's Club	Belcher House ADA Rehab	\$161,000	Historic
Councillor Gordon	Open Space & Rec Plan	\$15,000	Open Space & Recreation
Councillor Gordon	Signage-South Randolph & Other Areas	\$9,500	Open Space & Recreation

Table 2 2023 CPA Expenditures Approved by Category/Type

Historic	
Stetson Hall Insulation	\$20,000
Stetson Hall Gutter Installation	\$40,000
Stetson Hall HVAC Renovation	\$70,000
Stetson Hall Roof & Wood Repair	\$100,000
Belcher House ADA Rehab	\$161,000
Open Space & Recreation	
Theodore Luddington Memorial Park- Phase 2	\$25,000
Belcher Park Girl Scout House Rehab	\$29,850
Open Space & Rec Plan	\$15,000
Signage-South Randolph & Other Areas	\$9,500
Housing	
Shared Housing Services	\$11,520
Administrative	
FY2023 Administrative Costs	\$61,008
Payments	
Bond Payment	\$282,616

Installation of insulation in the roof at the east end of Stetson Hall to fill an existing gap that allows snow and ice to melt off the main and porch roofs over the ramp/handicap access to the building, making it hazardous to visitors.

Committee's Comments:

Whereas Stetson Hall has previously received CPA funding, and this installation is approved by the Historic Commission and will help maintain the integrity of the structure and will protect those trying to access the building, the CPC feels this project meets the guidelines of the CPA and supports this project.

Stetson Hall Gutter Installation

(\$40,000- Historic)

Installation of historically appropriate copper gutters, brackets and downspouts to the main building, porch and addition at Stetson Hall. This funding will be used to apply for a matching grant from the State to reimburse the Town for up to 50% of the appropriation.

Committee's Comments:

Whereas new gutters are needed to prevent ice dams that are forming and water runs off the roof onto the pavement and is seeping into the basement causing issues and extended gutters will help with rot and draining issues, helping to preserve the building, and the Town will be reimbursed part of the monies appropriated, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Stetson Hall HVAC Renovation

(\$70,000- Historic)

This project will replace HVAC controllers at Stetson Hall. Honeywell Jace 8000 controllers will be installed, for the boiler and chiller, along with new thermostats, discharge air sensors, relays, status relays and establish a communications network. New programming schedules and graphics will be introduced. Costs include training to end users.

Committee's Comments:

Whereas this upgrade to equipment is expected to improve (reduce) utility costs for heating/cooling Stetson Hall and eliminate the frequent emergency repairs to the existing aged system and this upgrade will help control the climate at the Hall aiding in the preservation of the historic structure, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Stetson Hall Wood and Roof Repair

(\$100,000- Historic)

The contractor will locate the source of the leak on the roof/cupola; strip, repair (including replacement of any damaged wood), replace shingles and repair the damaged plaster in the balcony of the great Hall. This project includes identifying and repairing all locations where wood has rotted around exterior windows and doors and along the stairs/ramp at the east entrance.

Committee's Comments:

Whereas Stetson Hall enjoys designation on the National Register of Historic Places, is used for community and private functions, and maintaining this asset is important to the overall history of Randolph, and conducting these repairs will prevent further damage to the facility which would result in increased costs for repair and potentially limit use for

functions/events, therefore the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Section E, Item2.

Belcher House ADA Rehabilitation

(\$161,000- Historic)

The Jonathan Belcher House is over 100 years old; due to its age, the house does not meet many ADA requirements of today. This rehabilitation will include the installation of a lift, widening of doorways and installation of handicap restrooms. The funding from the Town will be a match to monies already received from the Mass Cultural Facilities Fund. The Women's Club will be raising the additional money needed through additional grants and fundraising. The State Grant does have a time limit and the complete funding must be raised by June of 2024.

Committee's Comments:

Whereas the Jonathan Belcher House is on the National Register of Historic Places, and making the facility ADA accessible is important, and the project is going to be funded through multiple sources the CPC feels this project meets the guidelines of the CPA and supports this project for funding with the funding only to become available when full financing is reached along with contingency backup funds in case of cost overruns.

Theodore Luddington Memorial Park- Phase Two

(\$25,000- Open Space & Rec)

This is the second phase of the project between the Turner Library and the Central Fire Station. This phase will complete the work begun in phase one by enclosing and securing the antenna tower for the Fire Department, installing the game tables and benches along with the bike racks. Grass and native plants along with artwork and site rule signage will be added to round out the space.

Committee's Comments:

Whereas one goal of the CPA is open space and recreation and the CPC committed to this project in phase one, and this project promotes recreation activities for residents of all ages while enjoying outdoor open space, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Belcher Park Girl Scout House Rehab

(\$29,850- Open Space & Rec)

The roof to the "Girl Scout House" is in need of replacement. There are some mold and insect issues that were addressed, but now the damage they have caused needs to be replaced. The House is used for storage, and by the Summer Recreation Program and local Girl Scouts.

Committee's Comments:

Whereas the Belcher Park area is utilized by many for outdoor recreation and by the Summer Recreation Program and local Girl Scout Troops and provides storage for these groups/programs and the structure needs to be weathertight and safe for those entering the building, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Open Space & Rec Plan

(\$15,000- Open Space & Rec)

The Open Space & Recreation Plan (OSRP) is filed with the State and allows the Town of Randolph to be eligible for OSRP-required grant proposals. This project will finish the OSRP that was started in 2017. The OSRP is supposed to be one outcome of the Master Plan, focusing on the "Open Space and Recreation" recommendations of the Master Plan. The Master Plan was

completed in 2017, but there was no Master Plan Implementation Committee until 2022, and OSRP component remains incomplete.

Section E, Item2.

Committee's Comments:

Whereas Open Space & Recreation are one of the components of the CPA and the Town has several projects in mind that they would like to apply for State and Federal Grants to off-set the cost to the Town and the OSRP is required to apply, and the CPC has supported this project in the past before it was abandoned, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Signage- South Randolph and other areas

(\$9,500- Open Space & Rec)

This project will add signage to some entrances near area parks and trail locations, denote parking, include wayfinding other information such as rules. This project also includes funding for the DPW to maintain the signage and trails leading from those entrances. Locations may include, the Lokitis Conservation area in South Randolph, Powers Farm, the Blue Hills Entrance near the Donovan School, Reservoir Walk and the Old Colony Rail Trail.

Committee's Comments:

Whereas this project is to help promote outdoor recreation on existing trails and in parks and this signage supports the Community Wellness Plan by indicating areas residents can utilize in South Randolph they may not realize are accessible and this signage will meet guidelines used by the DCR and this project will also include funding for maintenance of the signs and the area surrounding the signage, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Shared Housing Services

(\$11,520- Housing)

This funding request is to support the Town's participation in a Shared Housing Services Organization (SHSO) to track, administer, support, and promote affordable housing. The Shared Housing Services Organization (SHSO) is a collaboration with seven other communities to augment existing staff capacity by providing the expertise and staffing needed to manage and monitor the affordable housing track on a continual basis. The SHSO would provide Monitoring Services to ensure and enforce compliance of existing affordable housing restrictions with the goal of preserving the affordable units, provide local support value-added responsibilities focusing on assisting specific projects and locally sponsored unit creation development and administration, and regional services which will provide training, workshops and referrals of resources to existing owners and renters by connecting them to programs and services available regionally.

Committee's Comments:

Whereas Housing is one of the components to the CPA and the Town does not have a designated person or department that oversees housing numbers and reports required data to the State and there is a cost-saving advantage to collaborating with other communities and not having to hire additional town staff while still offering much needed information and assistance to the residents, the CPC feels this project meets the guidelines of the CPA and supports this project for funding.

Bond Payment

(\$282,616)

The Finance Director has determined a bond payment of \$282,616 this year. The current debt of \$901,823 for Outdoor Recreation, Powers Farm Phases I and II and the Grove Street Trail

project is scheduled for a 16-year payoff. After the payment is made the remaining debt will be \$619,207.

Section E, Item 2.

Committee's Comments:

Whereas the Committee must pay the obligated amount on any CPC related bonding, the committee recommends this year's bond payment of \$282,616.

V. Randolph CPC Financial Overview

See attached FY2023 recommendation spreadsheet.

VI. Acknowledgements

The Community Preservation Committee appreciates the extremely hard work this year's applicants devoted to their applications, answering CPC members' questions, and the support the Committee has received from every department in Town; specifically, the Finance Director, Treasurer/Collector's Office, Town Clerk/Registrar's Office, Town Planner, Community Programs Director, Town Counsel and Town Manager.

FY 2023 Community Preservation Committee Recommendations

	Received	2023 Appropriations	Balance
Section E, Item2.			
001 CPA General Fund Account			
FY23 local receipts	\$1,016,794		
State Match	\$203,359		
Bond Payment FY23	-\$282,616		
To Community Housing Account		\$122,015	
To Open Space/Rec. Account		\$122,015	
To Historic Preservation Account		\$122,015	
To Budgeted Reserve Account		\$510,483	
To Administrative Account		\$61,008	
Total Receipts for FY 2023	\$937,537		
002 Community Housing Account			
FY22 Balance	\$151,959		
Community Housing account 10% from CPA General Fund	\$122,015		
Total Account Balance	\$273,974		
To: The Town Planner for participation in Shared Housing Services		-\$11,520	
Balance after 2023 appropriations			\$262,454
003 Open Space and Recreation Account			
FY22 Balance	\$17,881		
Open Space & Recreation account 10% from CPA General Fund	\$122,015		
Total Account Balance	\$139,896		
To: Director of Community Programs for the Girl Scout House Rehab		-\$29,850	
To: Library Director for Luddington Park Phase 2		-\$25,000	
To: Councillor Gordon for Signage-South Randolph and other areas around Town		-\$9,500	
To: Building Commissioner for completion of the Open Space & Rec plan		-\$15,000	
Balance after 2023 appropriations			\$60,546
004 Historic Preservation Account			
FY22 Balance	\$404,916		
Historic Preservation account 10% CPA General Fund	\$122,015		
Total Account Balance	\$526,931		
To: The Stetson Trustees for Stetson Hall Insulation		-\$20,000	
To: The Stetson Trustees for Stetson Hall Roof & Wood Repair		-\$100,000	
To: The Stetson Trustees for Stetson Hall Gutter Installation		-\$40,000	
To: The Stetson Trustees for Stetson Hall HVAC Renovation		-\$70,000	
To: Randolph Women's Club for Belcher House ADA Rehab		-\$161,000	
Balance after 2023 appropriations			\$135,931
005 Administrative Account			
CPA Administrative account from CPA General Fund	\$61,008		
Balance after 2023 appropriations			0**
006 CPA Budgeted Reserve Account			
Budgeted Reserve account from CPA General Fund	\$510,483		
Total Account Balance	\$510,483		
Balance after 2023 appropriations			\$510,483
Total CPA All Accounts Balance			\$969,414
Outstanding Debt- \$619,207			

**The Administration Acct. remaining balance gets turned back into the Budgeted Reserve at the end of the Fiscal Year.

Public Notices

573 - 585 Washington St. Quincy
**LEGAL NOTICE
 NOTICE OF PUBLIC
 HEARING**
 573-585 Washington Street
 Planning Board Case No.
 2022-08

In accordance with the provisions of MGL Chapter 40A, Section 11, the Quincy Planning Board will hold a public hearing on Wednesday, September 14, 2022, at or after 6:00 PM, in the 1st Floor Boards and Commissions Room, Old Town Hall, 1305 Hancock Street, Quincy, MA, on the application of 573 Washington St LLC, 50 Stone Crest Dr, Braintree, MA 02184, for Site Plan Review under Quincy Zoning Ordinance Title 17, Section 9.5.1 (Site Plan Review), and Special Permit under Section 5.1.17 (Parking Waiver). The Applicant proposes to demolish the existing one (1) story commercial building and construct one (1) three (3) story mixed-use building with ground level commercial space and sixteen (16) two-bedroom residential units above with parking under the building for thirty-one (31) spaces. The proposal will also include professionally designed drainage improvements and landscaping improvements. The properties contain 17,860 +/- square feet of land and are located at 573-585 Washington Street. The subject properties are located within a Business B Zoning District and shown on Assessors Map 2067A, Lot 6, Plot 1.

A copy of the Applicant's plans may be examined at the Department of Planning and Community Development, Quincy City Hall, 34 Coddington Street, 3rd Floor, Quincy, Monday through Friday during regular working hours 8:30 AM to 4:30 PM or on the Planning Department's website at: [Planning & Community Development \(revize.com\)](http://Planning & Community Development (revize.com)).

Any person interested or wishing to be heard on the application, should appear at the time and place designated and can do so via email directed to slaracy@quincyma.gov or regular first-class mail addressed to the Planning Department 34 Coddington Street Quincy MA, 02169, ATTN: Susan Laracy. Written communications must be received prior to noontime on the date of the meeting to be considered by members.

Quincy Planning Board

AD# 7690612
 PL 08/31 & 09/07/2022

95 & 109 Franklin St. Quincy
**LEGAL NOTICE
 NOTICE OF PUBLIC
 HEARING**
 95 & 109 Franklin Street
 Planning Board Case No.
 2022-11

In accordance with the provisions of MGL Chapter 40A, Section 11, the Quincy Planning Board will hold a public hearing on Wednesday, September 14, 2022, at or after 6:00 PM, in the 1st Floor Boards and Commissions Room, Old Town Hall, 1305 Hancock Street, Quincy, MA, on the application of Bike Realty LLC, 95 Franklin Street, Quincy, MA 02169, for Site Plan Review under Quincy Zoning Ordinance Title 17, Section 9.5.1 (Site Plan Review). The Applicant proposes to move the existing Dunkin Donuts located at 95 Franklin Street next door to 109 Franklin Street, currently occupied by three (3) existing commercial spaces and a multi-family residential home. Applicant will use 95 Franklin Street for commercial use and will provide twenty-three (23) ground level parking spaces. The properties contain 40,399 +/- square feet of land and are located at 95 & 109 Franklin Street. The subject properties are located within a Business B Zoning District and shown on Assessors Map 3006, Lot 17, Plot 18.

A copy of the Applicant's plans may be examined at the Department of Planning and Community Development, Quincy City Hall, 34 Coddington Street, 3rd Floor, Quincy, Monday through Friday during regular working hours 8:30 AM to 4:30 PM or on the Planning Department's website at: [Planning & Community Development \(revize.com\)](http://Planning & Community Development (revize.com)).

Any person interested or wishing to be heard on the application, should appear at the time and place designated and can do so via email directed to slaracy@quincyma.gov or regular first-class mail addressed to the Planning Department 34 Coddington

Public Notices

Street Quincy MA, 02169, ATTN: Susan Laracy. Written communications must be received prior to noontime on the date of the meeting to be considered by members.

Quincy Planning Board
 AD# 7690771
 PL 08/31 & 09/07/2022

**BLACKER ESTATE
 LEGAL NOTICE**
 Commonwealth of Massachusetts
 The Trial Court
 Norfolk Probate and Family Court
 35 Shawmut Road
 Canton, MA 02021
 (781) 830-1200
 Docket No. NO21P2481EA
**INFORMAL PROBATE
 PUBLICATION NOTICE**

Estate of: Phyllis Blacker
 Date of Death: 03/16/2021

To all persons interested in the above-captioned estate, by Petition of Petitioner Clifford Blacker of North Easton MA Clifford Blacker of North Easton MA has been informally appointed as the Personal Representative of the estate to serve with surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
 AD#7722921
 PL 09/07/2022

**CORKERY ESTATE
 LEGAL NOTICE**
 Commonwealth of Massachusetts
 The Trial Court
 Norfolk Probate and Family Court
 35 Shawmut Road
 Canton, MA 02021
 (781) 830-1200
 Docket No. 22P1930PO
CITATION
 Estate of: Robert James Corkery

To all interested persons: A petition has been filed by Michael P. Corkery of Stoughton MA Requesting AMENDED General Probate Petition for Reasons more Fully Stated in Said Petition

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on 09/21/22

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.
 WITNESS, Patricia A. Gorman, First Justice of this Court.
 Date: August 17, 2022
 Colleen M. Brierley
 Register of Probate

AD#7723893
 PL 09/07/2022

**PUBLIC HEARING
 NOTICE**
 Town of Randolph, MA
 Council Order 2022-040

The Randolph Town Council will conduct a public hearing on Monday, September 12, 2022 at 6:15 PM via ZOOM on Council Order: 2022-040 FY 2023 Randolph Community Preservation Projects to see if the Town Council will vote to appropriate funding for the projects recommended by the Community Preservation Committee in the amounts shown below and from the reserves identified next to each project: Stetson Hall Insulation/\$20,000/Historic Reserve; Stetson Hall Gutter Installation/\$40,000/Historic Reserve; Stetson Hall HVAC Renovation/\$70,000/Historic Reserve; Stetson Hall Roof & Wood Repair/\$100,000/Historic Reserve; Belcher House ADA Rehabilitation/\$161,000/Historic Reserve; Theodore Luddington Memorial Park-Phase II/\$25,000/Open Space-Recreation Reserve; Belcher Park Girl Scout House Rehabilitation/\$29,850/Open Space-Recreation Reserve; Open Space & Recreation Plan/\$15,000/Open Space-

Public Notices

Recreation Reserve; Signage- South Randolph & Other Areas/\$9,500/Open Space-Recreation Reserve; Shared Housing Services/\$11,520/Housing Reserve.

Additional information on this Council Order may be found on the Town of Randolph website and is also available through the Randolph Town Clerk's Office during regular business hours at the offices of the Town Clerk, 41 South Main Street, Randolph, MA. The Zoom link to connect to the meeting and to the public hearing may be found on the Randolph website calendar.

AD# 7728541
 PL 09/07/2022

**DESIGNER SERVICES
 LEGAL NOTICE**
TOWN OF SCITUATE
 Robert Dutch, EdD.
 Scituate Public Schools
 606 Chief Justice Cushing Hwy.
 Scituate, MA 02066
**ADVERTISEMENT FOR
 DESIGNER SERVICES**

The Town of Scituate ("Owner") is seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the Hatherly Elementary School in Scituate, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority ("MSBA") in accordance with the MSBA's Designer Selection Procedures.

The Owner is seeking design services initially for feasibility study and schematic design services as those services are detailed in the standard contract of the MSBA. The Project consists of either the construction of a new Elementary School on the current site, a site to be determined or an addition and/or renovation of the existing Elementary School. The estimated project cost is \$35M - \$85M. The time period for completed work will be 17 months for feasibility study/schematic design.

A complete Request for Services (RFS) will be available after 11:00 AM on Wednesday, September 7, 2022, by email request to Diane Guenther from The Vertex Companies, LLC at dguenther@vertexeng.com.

An informational briefing session will commence on Wednesday, September 14, 2022, at 3:00 PM at Hatherly Elementary School, 72 Ann Vinal Road, Scituate, MA 02066.

Sealed responses will be received on or before 2:00 PM on October 5, 2022 by Robert Dutch, EdD., Scituate Public Schools, 606 Chief Justice Cushing Hwy., Scituate, MA 02066.

AD# 7713.52
 PL 09/07/2022

Hearing 09/12/22
LEGAL NOTICE
TOWN OF RANDOLPH
HEARING 9/12/2022

The Randolph Town Council will conduct a public hearing on Monday, September 12, 2022 at 6:15 pm via ZOOM on Council Order 2022-038- to amend the Town of Randolph Zoning Ordinance - Chapter 200 of the General Code of the Town of Randolph - Concerning Density Requirements in the Union Crossing Transit District Pursuant to M.G.L. ch. 40A, sec. 5. Additional information on this Council Order may be found on the Town of Randolph website and is also available through the Randolph Town Clerk's Office. The link to connect to the meeting may be found on the Town of Randolph website calendar.

AD# 7702394
 PL 09/07/2022

**HIGGINS ESTATE
 LEGAL NOTICE**
 Commonwealth of Massachusetts
 The Trial Court
 Norfolk Probate and Family Court
 35 Shawmut Road
 Canton, MA 02021
 (781) 830-1200
 Docket No.
 NO21P3036EA
**INFORMAL PROBATE
 PUBLICATION NOTICE**

Estate of: LINDA L HIGGINS

Also Known As: Linda De FRUSCIO

Date of Death: AUGUST 17, 2021

To all persons interested in the above-captioned estate, by Petition of Petitioner ROBERT P HIGGINS, JR. of WEYMOUTH a Will has been admitted to informal

Public Notices

probate.

ROBERT P HIGGINS, JR. of WEYMOUTH has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD#7744420
 PL 9/7/22

**LUSSIER ESTATE
 LEGAL NOTICE**
 Commonwealth of Massachusetts
 The Trial Court
 Probate and Family Court
 Norfolk Probate and Family Court
 35 Shawmut Road
 Canton, MA 02021
 (781) 830-1200
 Docket No. NO22P2105EA
**CITATION ON PETITION
 FOR
 FORMAL ADJUDICATION**

Estate of: Gail C. Lussier
 Also known as: Claudia Gail Lussier
 Date of Death: 06/28/2022

To all interested persons: A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Elizabeth A. White of Pembroke MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that: Elizabeth A. White of Pembroke MA be appointed as Personal Representative(s) of said estate to serve With Corporate Surety on the bond in unsupervised administration.

IMPORTANT NOTICE
 You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 09/28/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. WITNESS, Hon. Patricia Gorman, First Justice of this Court.

Date: August 24, 2022
 Colleen M. Brierley
 Register of Probate

AD#7722136
 PL 09/07/2022

**CONTRACT PW22002S
 LEGAL NOTICE**
**ADVERTISEMENT FOR
 BIDS**

Town of Weymouth, Massachusetts requests sealed bids for construction of 2022 Pump Station Improvements Project, Contract PW-22-002-S. Bids will be received at the Department of Public Works, Sewer Office, 120 Winter Street, Weymouth, Massachusetts 02188 until 11:00 A.M. prevailing time, on Wednesday, October 12, 2022.

The Base Bid scope of work includes equipment and structure rehabilitations, demolition and replacements and appurtenant work at the Alton Terrace sewer pump station and the Witwamut Road sewer pump station in

Public Notices

the Town of Weymouth.

The Alternate Bid 1 scope of work includes equipment and structure rehabilitations, demolition and replacements and appurtenant work at the Seaver Road sewer pump station in the Town of Weymouth.

The Alternate Bid 2 scope of work includes equipment and structure rehabilitations, demolition and replacements and appurtenant work at the Healy Road sewer pump station in the Town of Weymouth.

Estimated construction cost: \$ 1,150,000.00.

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com or at Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m.

Questions addressed to Weston & Sampson Engineers, Inc., Attn: Carolyn Mahoney (mahoney.carolyn@wseinc.com) 978-532-1900

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 149, Section 44A to 44J inclusive, as amended.

DCAMM General Contractor's CATEGORY OF CERTIFICATION: PUMP-ING STATION

Filed Sub-Bids: Roofing and Flashing, Heating and Ventilating, and Electrical.

Filed sub bids will be received at the Department of Public Works, Sewer Office, 120 Winter Street, Weymouth, Massachusetts 02188 until 11:00 A.M., on Wednesday, September 28, 2022.

AD# 7739470
 PL 09/07/2022

**BIDS EXTERIOR DOORS
 LEGAL NOTICE**
NOTICE TO CONTRACTORS

The Halifax Housing Authority, invites sealed bids from General Contractors for the 667-1 Exterior Door & Intercoms & Keyless Entry System, #118060 #231 in Halifax, Massachusetts, in accordance with the documents prepared by Studio Umbra LLC. The Project consists of: Demolition and replacement of apartment building entry doors and keyless security system.

The work is estimated to cost \$104,814. Bids are subject to M.G.L. c.149 §44A-J & to minimum wage rates as required by M.G.L. c.149 §26 to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED.

Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at www.biddocsonline.com.

General Bids will be received until 10:00 AM on Wednesday, 28 September 2022 and publicly opened online, forthwith.

All Bids should be submitted online at www.biddocsonline.com and received no later than the date and time specified above.

General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the Halifax Housing Authority.

Bid Forms and Contract Documents will be available for pick-up at www.biddocsonline.com (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).

There is a plan deposit of \$50.00 per set (maximum of 2 sets) payable to BidDocs ONLINE Inc. Plan deposits may be electronically paid or by check. This deposit will be refunded for up to two sets for general bidders and for one set for sub-bidders upon return of the sets in good condition within thirty (30) days of receipt of general bids. Otherwise the deposit shall be the property of the Awarding Authority. Additional sets may be purchased for \$50.00. Bidders requesting Contract Documents to be mailed to them shall include a separate check for \$ 40.00 per set for UPS Ground (or \$65.00 per set for UPS overnight), non-refundable, payable to the BidDocs ONLINE Inc., to cover mail handling costs.

PRE-BID CONFERENCE / SITE VISIT: Date and Time: Wednesday,

Public Notices

21 September 2022 at 10:00 AM Address: 1 Parsons Ln, Halifax
 The Contract Documents may be seen, but not removed at:

Nashoba Blue Inc. 433 Main Street
 Hudson, MA 01749
 978-568-1167

AD# 7738674
 PL 09/07/2022

**SLY, JR ESTATE
 LEGAL NOTICE**
 Commonwealth of Massachusetts
 The Trial Court
 Probate and Family Court
 Norfolk Probate and Family Court
 35 Shawmut Road
 Canton, MA 02021
 (781) 830-1200
 Docket No. NO21P0605EA
**CITATION ON PETITION
 FOR
 ORDER OF COMPLETE
 SETTLEMENT**

Estate of: Edmund J Sly, Jr.
 Date of Death: 01/25/2021

To all interested persons: A Petition for Order of Complete Settlement has been filed by Edward Sly of Bridgewater MA

IMPORTANT NOTICE
 You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 10/05/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.
 WITNESS, Hon. Patricia Gorman, First Justice of this Court.
 Date: August 31, 2022
 Colleen M. Brierley
 Register of Probate

AD#7729717
 PL 09/07/2022

**SOARES ESTATE
 LEGAL NOTICE**
 Commonwealth of Massachusetts
 The Trial Court
 Norfolk Probate and Family Court
 35 Shawmut Road
 Canton, MA 02021
 (781) 830-1200
 Docket No. NO22P1579EA
**INFORMAL PROBATE
 PUBLICATION NOTICE**

Estate of: Maria A. Soares
 Date of Death: 07/30/2021

To all persons interested in the above-captioned estate, by Petition of Petitioner Livia D. Soares of Stoughton MA Livia D. Soares of Stoughton MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
 AD#7730683
 PL 09/07/2022



SELL IT BUY IT FIND IT

cars
garage sales
tickets
antiques

motorcycles
computers
boats
sports

equipment
pets
instruments
jewelry

furniture
auctions
collectibles
jobs

appliances
yard sales
tablets
cameras

Place
your
classified
ad
today.

Council Order: 2022-037

**Introduced By: Councilor Jesse Gordon
July 11, 2022**

ANNUAL REPORTS REGARDING
CHAPTER 90 MONEY AND UNACCEPTED STREETS

Ordered that the Town Manager shall provide a report to the Randolph Town Council on an annual basis regarding the following: i) funding received by the Town of Randolph pursuant to Massachusetts General Laws Chapter 90, Section 34, which provides funding to municipalities for the implementation of capital improvements on local public ways; and ii) the status of accepted and unaccepted local public ways in the Town of Randolph, including information on which unaccepted ways could be accepted with the least amount of cost.

Resolution: 2022-04

**Introduced By: Councilor Jesse Gordon
July 11, 2022**

RESOLUTION CONCERNING
CHAPTER 90 MONEY AND UNACCEPTED STREETS

WHEREAS the Town of Randolph has conducted a public survey concerning resident preferences for the use of American Rescue Plan Act (ARPA) funds received by the Town of Randolph as part of the Federal Covid relief efforts; and

WHEREAS that survey reflects that a significant portion of respondents support spending ARPA funds on “Streets and Sidewalks” and identify that item as the most “Critical Issue” to them; and

WHEREAS Massachusetts General Laws Chapter 90, Section 34, creates a state aid program known as the “Chapter 90 Program” which provides funding to municipalities for the implementation of capital improvements on local public ways; and

WHEREAS the Chapter 90 Program is a reimbursement program, where municipalities pay for approved expenses up-front and receive reimbursement afterwards; and

WHEREAS funding levels for the Chapter 90 Program are established by the Massachusetts Legislature and approved by the Governor on an annual basis and, based on the amount approved, each of the Commonwealth’s 351 municipalities are allocated a portion of overall Chapter 90 Program dollars for each fiscal year; and

WHEREAS, per the legislatively established formula, the amount of funding a municipality receives is based on local road mileage, population, and employment in the municipality; and

WHEREAS, in order for the Town to receive credit for local road mileage under this formula, the road must be a locally accepted municipal public way; and

WHEREAS the Town of Randolph has many miles of “accepted” municipal public ways, but also has many miles of “unaccepted” ways; and

WHEREAS the Town of Randolph often bears the cost of maintenance of both accepted and unaccepted ways within the Town; and

WHEREAS the Town of Randolph does not receive any Chapter 90 reimbursement for any expenses incurred in the maintenance of unaccepted ways; and

WHEREAS the cost of changing the unaccepted ways into accepted municipal public ways that are eligible for Chapter 90 funds is an investment that will result in the receipt of additional Chapter 90 funds in future years;

NOW THEREFORE BE IT RESOLVED that the Randolph Town Council supports the expenditure of ARPA and other Town funds on efforts to increase the number of accepted ways in the Town of Randolph and specifically supports the following initiatives in furtherance of that effort:

1. Inclusion of a minimum of Five Hundred Thousand Dollars (\$500,000) in the annual operating budget for FY 2023 to supplement state-provided Chapter 90 funds, and inclusion of the same amount in future annual operating budgets for the same purpose, as those purposes are described further below.
2. In light of the lack of Chapter 90 support spending over the last four years, immediate allocation of Two Million Dollars (\$2,000,000) in ARPA funds as a one-time expenditure to support Chapter 90 spending purposes, as those purposes are described further below.
3. The dedication of significant portions of these funds to a review and classification of all unaccepted streets in the Town of Randolph, including designating those unaccepted streets as: i) streets that could be accepted as municipal public ways with minimal legal, surveying and engineering work and that do not require construction, ii) streets that could be accepted as municipal public ways with significant legal, surveying or engineering work and that do not require construction, or iii) streets that could be accepted as municipal public ways with legal, surveying and engineering work and that will also require at least some construction.
4. Streets that could be accepted as municipal public ways with minimal legal, surveying and engineering work and that do not require construction should be prioritized and the funds described above should be used to bring those streets before the Town Council so that the Council may consider whether or not to accept those streets as municipal public ways.
5. As soon as any of the unaccepted streets has been accepted by the Town of Randolph, the Town should take immediate action to submit those new streets to the Commonwealth of Massachusetts so they can be included in the Chapter 90 Program funding formula.
6. The categories of “streets that could be accepted as municipal public ways with significant legal, surveying or engineering work and that do not require construction” and “streets that could be accepted as municipal public ways with legal, surveying and engineering work and that will also require at least some construction” should be reviewed and prioritized based on cost per mile to get those streets accepted. They should be presented to the Town Council for consideration for acceptance as municipal public ways in order of priority and, as soon as any of them has been accepted by the Town of Randolph, the Town should take immediate action to submit those new streets to the Commonwealth of Massachusetts so they can be included in the Chapter 90 Program funding formula.

Council Order 2022-042

**Introduced By: Town Manager Brian Howard
September 12, 2022**

**Council Order Authorizing the Town of Randolph to
Enter Into a Lease Agreement With The Tri-Town Water District**

Be It Ordered that the Randolph Town Council hereby authorizes the Town of Randolph to enter into a Tri-Town Water Treatment Plant Ground Lease between the Towns of Braintree, Holbrook and Randolph ("LANDLORD") and the Tri-Town Water District ("TENANT")(the "Lease Agreement") and further authorizes the Town Manager to execute the Lease Agreement in substantially the form attached hereto, as well as any other related agreements or documents as necessary to effectuate the lease terms described in the Lease Agreement and to take any other actions necessary to carry out the terms of the Lease Agreement, to amend the terms of the Lease Agreement, or to terminate the Lease Agreement, in the best interests of the Town of Randolph. Through the Lease Agreement, Braintree, Holbrook and Randolph are leasing a parcel of land to the Tri-Town Water District for the purposes of building a new water treatment plant.

TRI-TOWN WATER TREATMENT PLANT GROUND LEASE

THIS GROUND LEASE ("**Lease**") is dated for reference purposes as of this day of _____, 2022, by and between the Towns of Braintree, Holbrook and Randolph ("**Landlord**") and Tri-Town Water District ("**Tenant**").

RECITALS

A Landlord is the owner of record of that certain real property ("**Property**") located in Braintree Massachusetts, commonly known as Assessor Parcel No. 2051-2 (for title see Norfolk County Registry of Deeds Book 1523, Page 586) as more particularly described as Parcel "A" in a plan attached hereto as **Exhibit "A"**.

B. Tenant wishes to lease the Property from Landlord, together with certain rights, privileges, and easements appurtenant thereto, for the purposes of constructing and operating the Tri-Town Water Treatment Plant, all in accordance with the terms herein, including Exhibit "C". Landlord is willing to lease the Property to Tenant. The Property and such appurtenant rights, privileges, and easements are collectively referred to as the "**Premises**."

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

Section 1. Lease of Premises. Landlord leases, transfers, and demises the Premises to Tenant, and Tenant leases and takes the Premises from Landlord, for the term and upon the agreements, covenants, and conditions set forth in this Lease.

Section 2. Term; Options to Extend.

(a) Initial Term. The initial term ("**Initial Term**") of this Lease shall commence ("**Commencement Date**") as of the issuance of a Notice to Proceed with construction, and shall continue for a period of fifty (50) Lease Years. Should the Term commence on a date other than the first day of a calendar month, the Term shall be extended by this fractional month. Each period of twelve (12) consecutive calendar months during the term (following any adjustment for a fractional month, as described in the preceding sentence) is referred to hereafter as a "**Lease Year**."

(b) Options to Extend. Upon the same terms and conditions described herein, Tenant will have the right to extend the term of this Lease for one (1) period of fifty (50) Lease Years ("**Extension Period**"), provided that the Tenant provide the Landlord notice of their right to extend six (6) months prior to the expiration of this lease. Unless otherwise specifically stated herein, all provisions of this Lease will be applicable during the Initial Term and any Extension Period. The date upon which the Initial Term or an Extension Period expires is referred to hereafter as the "**Termination Date**."

Section 3. Annual Rent. Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, at the times and in the manner described herein, the following sums of money: \$1.00, in good US currency funds, payable on the first day of each annual term.

Section 4. Utilities. Tenant may install and connect, at its sole cost and expense, all utilities Tenant considers necessary or which are required by any governmental agency having jurisdiction over the Premises to effectuate the purposes herein as to the Tri-Town Water Treatment Plant. The cost of installation may include connection and other charges normally charged by the appropriate agency. Tenant shall pay, before delinquency, all charges for water, gas, electricity, heat, light, power, telephone and other public services used by Tenant in or upon the Premises. Tenant shall pay for all other services to or for the Premises, of any kind and nature, specifically including maintenance of the exterior grounds and snow removal. Tenant may, at its election, contract with Landlord to provide maintenance of the exterior grounds of the Premises.

Section 5. Quiet Enjoyment. Landlord covenants that upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants, and conditions herein contained on the part of Tenant to be performed and observed, and subject to exceptions to title set forth in **Exhibit "B"** to this Lease, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation, or interruption by Landlord or by anyone lawfully or equitably claiming by, through, or under Landlord.

Section 6. Use; Use Rights.

(a) Tenant shall use the Premises for the operation of the Tri-Town Water Treatment Plant, in accordance with the Joint Powers Agreement (dated June 27, 2022) and AN ACT ESTABLISHING THE TRI-TOWN WATER DISTRICT (C. 371 of the Acts of 2020) a copy of which is attached hereto as **Exhibit "C."** and any ancillary operations related and necessary thereto. Any other proposed use by Tenant not associated with the Tri-Town Water Treatment Plant shall be prohibited.

Section 7. Title to Buildings and Improvements.

(a) Existing Improvements. Title to all buildings, structures, and improvements located upon the Premises as of the Commencement Date ("**Existing Improvements**"), see Exhibit B, shall remain in the Town of Braintree and such Existing Improvements will constitute a part of the Premises. The removal or material modification of the Existing Improvements shall be subject to the Town of Braintree's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

(b) New Improvements. Title to all buildings, structures, and improvements constructed or placed upon the Premises by Tenant following the Commencement Date ("**New Improvements**") shall be and remain in Tenant until the expiration or sooner termination of this Lease and such New Improvements will constitute a part of the Premises.

(c) Disposition of Improvements Upon Lease Expiration or Termination. Upon the expiration or sooner termination of this Lease, Tenant may remove from the Premises all machinery, equipment, and fixtures owned or leased by Tenant, but not any machinery, equipment, and fixtures in place at Commencement Date, if any, or provided or purchased by Landlord, if any. Landlord may, by written notice to Tenant given not less than one (1) year prior to the expiration of the Term of this Lease, elect (i) to require that Tenant remove all improvements (Existing Improvements and New Improvements) from the Premises; or (ii) leave Existing and New

Improvements (but not machinery, equipment, and fixtures) in place, in which case title will pass to and vest in Landlord without cost or charge to it. Tenant, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents which in Landlord's sole judgment may be necessary or appropriate to transfer, to evidence, or to vest in Landlord clear title to any of the property described in the foregoing subsections (a) and (b) located on the Premises at the time of such termination.

Section 8. Permits, Licenses, Etc. Tenant will be solely responsible to obtain necessary permits, licenses, and approvals required by any town, state or federal authorities with respect to Tenant's operation of the Premises or required in connection with the construction, reconstruction, repair, or alteration of any buildings or improvements constituting a part of the Premises. If any such permits, licenses, applications, or other authorizations require Landlord approval or consent, such consent will be given or withheld based upon the consistency of any such requested permits, licenses, applications, or authorizations described in Section 6 above as to Rights and Use, and in any event, shall not be unreasonably withheld, delayed or denied if necessary for the purposes of operation of the Tri-Town Water Treatment Plant. Tenant shall reimburse Landlord for any sum paid by Landlord in respect of the matters specified in this Section 8, including reasonable attorney fees.

Section 9. Maintenance, Repair, and Condition of Premises.

(a) Tenant acknowledges that prior to the Commencement Date, Tenant has had the opportunity to investigate the Property, enter the Property, and conduct tests thereon and otherwise satisfy itself regarding the physical condition of the Property and its suitability for Tenant's intended use and construction of improvements thereon. Tenant's execution of this Lease constitutes Tenant's acceptance of the Property in its "AS-IS" condition, with all faults. Tenant releases Landlord from any and all liabilities and claims of any type concerning the condition of the Property.

(b) Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

(1) Keep and maintain all buildings and improvements (including, but not limited to, all landscaping located on the Property and all appurtenances thereto) in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any buildings or improvements located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense.

(2) Comply with and abide by all federal, state, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, all buildings and improvements located thereon, or any activity or condition on or in the Premises; and

(c) Immediately remedy discrepancies that may be the subject of any code violation notice and cause any recorded evidence of such notice to be deleted as an exception to title against the Property. Tenant agrees that it will not commit or permit waste upon the Premises.

(d) Tenant will not cause or permit any hazardous substance (as defined by applicable federal, state and local statutes, rules, and regulations) to be released in, on, under, or about the Premises and shall promptly, at Tenant's expense, comply with all statutory requirements with respect to any contamination of the Premises that was caused or materially contributed to by Tenant or

pertaining to or involving any hazardous substance brought onto the Premises during the term of this Lease by or for Tenant or any third party. Tenant will defend, indemnify, and hold Landlord free and harmless from and against any and all claims, damages, and liabilities with respect to any such contamination of the Premises occurring following the Commencement Date. Tenant will immediately notify Landlord if Tenant becomes aware that any release of hazardous substances has come to be located in, on, under, or about the Premises at any time during the Term.

Section 10. Improvements, Changes, Alterations, Demolition, and Replacement.

(a) Tenant shall not undertake demolition, or make such improvements to Landlord's existing structures on the Premises without Landlord's prior written approval, which such approval shall not be unreasonably withheld, delayed or denied.

(b) Tenant shall install and construct, at its sole cost and expense, all proposed Tenant improvements as necessary for the operations of the Tri-Town Water Plant.

(c) Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary.

(1) All work done in connection with any Tenant Improvement shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof. All such work shall be at the sole cost and expense of Tenant.

(2) In addition to the insurance coverage referred to in Section 15 below, any and all contractors performing work on the premises or constructing the improvements must obtain general liability policy coverage, naming Landlord with limits of not less than Five Million Dollars (\$5,000,000). All such insurance shall be obtained and kept in force as otherwise provided in Section 15 below.

Section 11. Damage or Destruction.

(a) No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure, or other improvement on the Property, shall operate to terminate this Lease, or to relieve or discharge Tenant from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants, and conditions herein contained on the part of Tenant to be performed and observed.

Section 12. Assignment and Subletting. Tenant may not assign this Lease or any rights hereunder or sublet any portion of the Premises absent the Landlord's consent and approval as to same. Any attempted assignment or subletting shall constitute a default of this Lease without the need for notice to Tenant under Section 21 hereof.

Section 13. Mortgage of Leasehold. Tenant shall have the right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust, or other security instrument, **(the "Leasehold Mortgage")** to secure repayment of any loan to Tenant, and associated obligations, from any lender **(a "Lender")** as to the operations, equipment and facilities of the Tri-Town Water Treatment Plant.

(a) Estoppel Certificates: Landlord and Tenant promptly shall execute and deliver to each other or to any Permitted Institutional Mortgagee, within fifteen (15) business days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any and will enter into any other agreements reasonably required by such Mortgagee, including Non-disturbance and Recognition agreements. Any such certificate may be relied upon by Landlord, Tenant, any Permitted Institutional Mortgagee, and any transferee or assignee of a Permitted Institutional Mortgagee.

Section 14. Protection of Lender. During the continuance of any Leasehold Mortgage and until such time as the lien of any Leasehold Mortgage has been extinguished:

(a) Landlord shall not accept any surrender of this Lease, nor shall Landlord consent to any amendment or modification of this Lease, without the prior written consent of any Lender.

(b) Notwithstanding any default by Tenant in the performance or observance of any agreement, covenant, or condition of this Lease on the part of Tenant to be performed or observed, Landlord shall have no right to terminate this Lease or interfere with the occupancy, use, and enjoyment of the Premises unless (i) an event of default shall have occurred and is continuing, (ii) Landlord shall have given any Lender written notice of such event of default,

and (iii) the Lender(s) shall have failed to remedy such default, acquire Tenant's leasehold estate created hereby, or commence foreclosure or other appropriate proceedings, all as set forth in, and within the time specified by, this Section 14.

(c) Should any event of default under this Lease occur, any Lender shall have sixty

(60) days after receipt of written notice from Landlord setting forth the nature of such event of default, within which to remedy the default; provided that in the case of a default which cannot

with due diligence be cured within such sixty- (60) day period, the Lender(s) shall have the additional time reasonably necessary to accomplish the cure, provided that: (i) such Lender has commenced the curing within such sixty (60) days, and (ii) thereafter diligently prosecutes the cure to completion. If the default is such that possession of the Premises may be reasonably necessary to remedy the default, the Lender(s) shall have a reasonable additional time after the expiration of such sixty- (60) day period, within which to remedy such default, provided that: (i) the Lender(s) shall have fully cured any default in the payment of any monetary obligations of Tenant under this Lease within such sixty- (60) day period and shall continue to pay currently such monetary obligations as and when the same are due, and (ii) the Lender(s) shall have acquired Tenant's leasehold estate or commenced foreclosure or other appropriate proceedings seeking such acquisition within such period, or prior thereto, and is diligently prosecuting any such proceedings.

(d) Foreclosure of the Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any assignment or conveyance of the leasehold estate created by this Lease from Tenant to a Lender or other purchaser through, or in lieu of, foreclosure or other appropriate proceedings of a similar nature shall not constitute a breach of any provision of or a default under this Lease. Upon such foreclosure, sale, or conveyance, Landlord shall recognize the Lender, or any other foreclosure sale purchaser, as Tenant hereunder. In the event a Lender becomes Tenant under this Lease, such Lender shall be liable for the obligations of Tenant under this Lease only for the period of time that such Lender remains Tenant. Lender shall have the right to assign this Lease after becoming Tenant hereunder to an assignee that has been approved by Landlord. Any such approval of an assignee by Landlord will take into consideration the financial condition of such proposed assignee and its experience and expertise in the operation of projects and conduct of uses such as those described herein. Any such permitted assignment by Lender of Tenant's position hereunder will be subject in all respects to all of the terms and provisions of this Lease. Should Landlord terminate this Lease by reason of any default by Tenant hereunder, Landlord shall, upon written request by a Lender given within thirty (30) days after such termination, immediately execute and deliver a new lease of the Premises to such Lender, or its nominee, purchaser, assignee, or transferee, for the remainder of the Term with the same agreements, covenants, and conditions (except for any requirements which have been fulfilled by Tenant prior to termination) as are contained herein and with priority equal to that hereof; provided, however, that such Lender shall promptly cure any defaults of Tenant susceptible to cure by such Lender and that such Lender's right to possession of the Premises under the new lease shall commence only upon Tenant's vacating of the Premises. Upon execution and delivery of such new lease, Landlord, at the expense of the new lessee, which expenses shall be paid by the new Tenant as they are incurred, shall take such action as shall be necessary to cancel and discharge this Lease and to remove Tenant named herein from the Premises.

Section 15. Insurance Requirements.

(a) Tenant shall procure and keep in force during the Term the following policies of insurance with companies which are licensed and admitted to do business in the state of Massachusetts. Tenant shall, at least 15 days prior to the Commencement Date and prior to the termination of each policy, supply Landlord with a certificate of insurance evidencing coverage required under this Agreement:

(1) General liability (bodily injury and property damage) including premises and operations, blanket contractual liability, broad form property damages, products and completed operations, liquor law liability, personal injury, and Landlord's and contractors' protective liability in an amount not less than \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Landlord shall be an additional insured under such policy.

(2) Umbrella excess liability policy in the amount of \$5,000,000.

(3) Automobile liability (bodily injury and property damage) extending to owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 per occurrence.

(4) Fire/Property Insurance on all improvements and equipment owned by the Tenant.

(5) Builder's Risk. During the period of any construction or structural alteration of the Premises, the Facility or the Improvements, Tenant shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as Landlord may reasonably require.

(6) Insurance Carried by Contractors. During the construction of the Facility and Improvements, Tenant shall require the construction manager and/or general contractor for the Project to maintain (i) for the benefit of Tenant and Landlord, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways within the Premises during the construction of the Project for at least One Million (\$1,000,000) Dollars per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than of Five Hundred Thousand Dollars (\$500,000); (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000) combined single limit; and (v) umbrella liability insurance following the same form as the underlying general, automobile and employer's liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit.

(b) Insurance Specifications.

(1) Each of the above policies shall contain a provision that the policy shall not be canceled or the terms or conditions materially changed without 30 days' prior written notice to Landlord. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Tenant to furnish the required insurance during the term of this Agreement.

(2) Landlord, shall be named as an additional insured with respect to the operations performed under this Agreement.

(3) Upon written request by Landlord, the insurer or its agent will furnish a certificate of insurance with Landlord named as additional insured and specifying notice of cancellation of not less than 30 days for the General Liability Policy.

(4) Policies shall be written on an occurrence basis. Only by special permission of Landlord may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the Effective Date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

(c) The limits and coverage of all such insurance shall be adjusted by agreement of Landlord and Tenant on every fifth anniversary of the Commencement Date during the Term in conformity with the then prevailing custom of insuring property similar to the Premises and any disagreement regarding such adjustment shall be settled by arbitration in the manner provided in Section 30 hereof. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to Landlord and Lender. Nothing herein shall be construed to limit the right of Lender to cause Tenant to carry or procure other insurance covering the same or other risks in addition to the insurance specified in this Lease.

(d) All amounts that shall be received under any insurance policy specified in subsections (a) and (b) above shall be first applied to the payment of the cost of repair, reconstruction, or replacement of any buildings or improvements, or furniture, fixtures, equipment, and machinery, that is damaged or destroyed.

Section 16. Mechanics' and Other Liens. Tenant shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof any and all mechanics', materialmens', and other liens for work or labor done, services performed, materials, appliances, teams, or power contributed, used, or furnished to be used in or about the Premises for or in connection with any operations of Tenant, any construction of Tenant Improvements, alterations, improvements, repairs, or additions which Tenant may make or permit or cause to be made, or any work or construction by, for, or permitted by Tenant on or about the Premises, and to indemnify, save, and hold Landlord and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant covenants and agrees to give Landlord written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement, or repair costing in excess of Twenty-Five Thousand Dollars (\$25,000) in order that Landlord may post appropriate notices of Landlord's non-responsibility.

Section 17. Indemnity.

(a) Tenant shall have the right to contest the amount or validity of any lien of the nature set forth in Section 16 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by Tenant under Section 4 hereof by giving Landlord written notice of Tenant's intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, Tenant shall not be in default hereunder, and Landlord shall not satisfy and discharge such lien nor pay such tax, assessment, charge, or other item, as the case may be, until ten (10) days after the final determination of the amount or validity thereof, within which time Tenant shall satisfy and discharge such lien or pay such tax, assessment, charge, or other item to the extent held valid and all penalties, interest, and costs in connection therewith; provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, nor shall the payment of any such tax, assessment, charge, or other item, together with penalties, interest, and costs, in any case be delayed until sale is made or threatened to be made of the whole or any part of the Premises on account thereof, and any such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall hold harmless and indemnify Landlord against all loss, cost, expense, and damage resulting therefrom.

Section 18. Eminent Domain.

(a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord and Tenant, as follows:

(1) All compensation and damages payable for or on account of buildings and improvements constructed by Tenant having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of Tenant as its interests may appear; and

(2) A proportionate share of all compensation and damages payable for or on account of buildings and improvements constructed by Tenant having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant, as its interests may appear, and the remaining share thereof shall be payable to and be the sole property of Landlord.

(b) No taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant and Lender.

(c) Should Landlord and Tenant for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as materially to impair the use of the Premises contemplated by Tenant, (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, or (iii) on the amount by which the rent payable by Tenant hereunder is to be equitably reduced in the event of a partial taking, then, and in any of such events, the matter shall be determined by arbitration in the manner provided in Section 30 hereof.

Section 19. Landlord's Right of Inspection. Landlord shall have the right to inspect the Property upon not less than seven (7) days' prior written notice to Tenant to ensure Tenant's compliance with the terms hereof this Lease.

Section 20. Tenant's Defaults and Landlord's Remedies. It shall be an event of default hereunder (each an "**Event of Default**") if (i) default shall be made by Tenant in the performance or observance of any of the other agreements, covenants, or conditions of this Lease on the part of Tenant to be performed and observed and such default shall continue for a period of sixty (60) days after written notice thereof to Tenant, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within sixty (60) days, shall continue for an unreasonable period after such written notice; (ii) Tenant shall abandon the Premises; (iii) Tenant shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; (iv) a court of competent jurisdiction shall enter an order, judgment, or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises, and such order, judgment, or decree shall not be vacated, set aside, or stayed within sixty days from the date of entry of such order, judgment, or decree, or a stay thereof be thereafter set aside; (v) a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, and such order, judgment, or decree shall not be vacated, set aside, or stayed within sixty (60) days from the date of entry of such order, judgment, or decree, or a stay thereof be thereafter set aside; (vi) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the days of assumption of such custody or control. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord shall have the following rights and remedies, in addition to all other rights and remedies of Landlord provided hereunder or by law:

(a) The right to terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises;

(b) The right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises or to collect the rents or profits therefrom. Neither appointment of such receiver nor any other action taken by Landlord shall constitute an election on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant.

Section 21. Nonwaiver. If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant, or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure, or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment, or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be. The receipt by Landlord of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance, or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy provided under this Lease or by law.

Section 22. No Merger.

(a) There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate.

(b) No termination of this Lease shall cause a merger of the estates of Landlord and Tenant, unless Landlord so elects and any such termination shall, at the option of Landlord, either work a termination of any sublease in effect or act as an assignment to Landlord of Tenant's interest in any such sublease. Notwithstanding the foregoing, in the event of the termination of this Lease and the execution of a new lease with Lender or its nominee pursuant to Section 15(i) above, the termination of this Lease shall neither work a merger of estates nor a termination of any subleases in effect unless Lender so elects.

Section 23. Covenants Run With Land.

(a) The agreements, covenants, and conditions in this Lease contained are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

Section 24. Notices. Except as otherwise provided hereunder; any notice or communication to Landlord, Tenant, or Lender shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to Landlord at:

Mayor

Town of Braintree

One JFK Memorial Drive Braintree, MA 02184

With a copy to:

Town Solicitor Town of Braintree

One JFK Memorial Drive Braintree, MA 02184

or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant at:

Mayor	William Alexopoulos, President, Town Council
Town of Braintree	Town of Randolph
One JFK Memorial Drive	41 South Main Street
Braintree, MA 02184	Randolph, MA 02368

Greg Hanley, Town Administrator

Town of Holbrook

50 North Franklin St.

Holbrook, MA 02343

With a copy to:

Town Solicitor	Town Manager
Town of Braintree	Town of Randolph
One JFK Memorial Drive	41 South Main Street
Braintree, MA 02184	Randolph, MA 02368

Or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord.

Section 25. Holding Over. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Ground Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Ground Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Ground Lease. Tenant shall also pay to Landlord all damages sustained by the Landlord resulting from retention of possession by Tenant. The provisions of this Section 25 shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Ground Lease; nor shall any act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Ground Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

Section 26. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 27. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 28. Consents. Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

Section 29. Leasehold Policy of Title Insurance. Upon the recording of the Memorandum of Lease, Tenant may elect to obtain a leasehold policy of title insurance, insuring Tenant's leasehold interest in the Property subject only to those title exceptions described in Exhibit B. Tenant will pay the premium for any such title policy.

Section 30. Arbitration. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. Any costs associated with mediation shall be split evenly between the parties.

Section 31. Integration. This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers

and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord, Tenant and, if required by any Lender, by Lender.

Section 32. Amendments. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 33. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 34. Environmental Status. Landlord represents to Tenant that, it has not received any notice of any release of Hazardous Materials has come to be located upon or under the Premises or any violation of Environmental Laws. "Environmental Laws" mean, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("**CERCLA**"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("**RCRA**"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Hazardous

Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, M.G.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, M.G.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined in Section 34 (b), below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stonnwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

(a) Tenant's Environmental Representations, Warranties and Covenants. Tenant hereby represents, warrants and covenants as follows:

(1) Except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials (as defined in below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise used or handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. Without limiting the generality of the foregoing, Tenant is not, and will not become, involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by Legal Requirements.

(2) No activity shall be undertaken on the Premises by Tenant which would cause

(i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(3) Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to Landlord), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials by Tenant or any of its agents, contractors, servants, employees, subtenants, occupants, licensees, or operators at or from the Premises including all removal, containment and remedial actions. Tenant shall pay or cause to be paid at no expense to Landlord all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.

(4) Tenant, upon execution of this Ground Lease, shall furnish Landlord with a copy of any Material Safety Data Sheets and any updates thereto or any list of substances listed on the so-called Massachusetts Substance List, established pursuant to M.G.L. c. 111F which Tenant is required to prepare, file or maintain pursuant to said chapter for any substances used or stored on the Premises. If said Material Safety Data Sheets or lists should be changed or updated during the Term of this Ground Lease, Tenant shall promptly furnish a copy of such updated or changed Material Safety Data Sheets or list to the Town.

(b) **Hazardous Materials Defined.** For purposes of this Ground Lease, "**Hazardous Materials**" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law.

(c) Notices.

(1) Tenant shall provide Landlord with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to the Town concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also

shall provide Landlord with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to Landlord any documentation or records as Landlord may reasonably request and which are in Tenant's possession and may be lawfully delivered to Landlord, and Landlord shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in Landlord's possession and may be lawfully delivered to Tenant.

(2) Tenant or Landlord shall immediately notify the other party in writing should Tenant or Landlord become aware of (iii) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject Landlord, Tenant or the Premises to a Claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (iv) any lien filed, action taken or notice given of the nature described in Sections 9.2(b) or 9.3(b) above; (v) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (vi) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.

(d) **Environmental Indemnity.** Tenant hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to Landlord and save harmless Landlord for, from and against any and all Claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the

Landlord and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to, or as a consequence of, the Tenant's operation of the Premises, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Ground Lease. In addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy under the Lease.

Section 35. Exhibits. The following exhibits, described in this Lease, are attached hereto and incorporated herein by reference:

Exhibit "A" Plan of Land

Exhibit "B" Exceptions to Title

Exhibit "C" Joint Powers Agreement

IN WITNESS WHEREOF, THIS Agreement has been executed by the Tenant Tri-Town Water District Board of Directors as of the ____ day of _____. 2022.

For the Tri-Town Board of Directors,

Charles C. Kokoros, Chair

IN WITNESS WHEREOF, THIS Agreement has been executed by the _____ of
the Town of Braintree as of the day of _____ 2022.

For the Town of Braintree,

Charles C. Kokoros, Mayor

IN WITNESS WHEREOF, THIS Agreement has been executed by the Town Council
of the Town of Randolph as of the day of _____ 2022.

William Alexopoulos, President & At-Large

Ken Clifton, Vice Pres. & District One (Pree. 1,2,3)

Richard Brewer, Jr., At- Large

James F. Burgess, Jr., At-Large

Natacha Clerger, At-Large

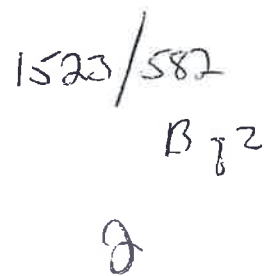
Ryan Egan, At-Large

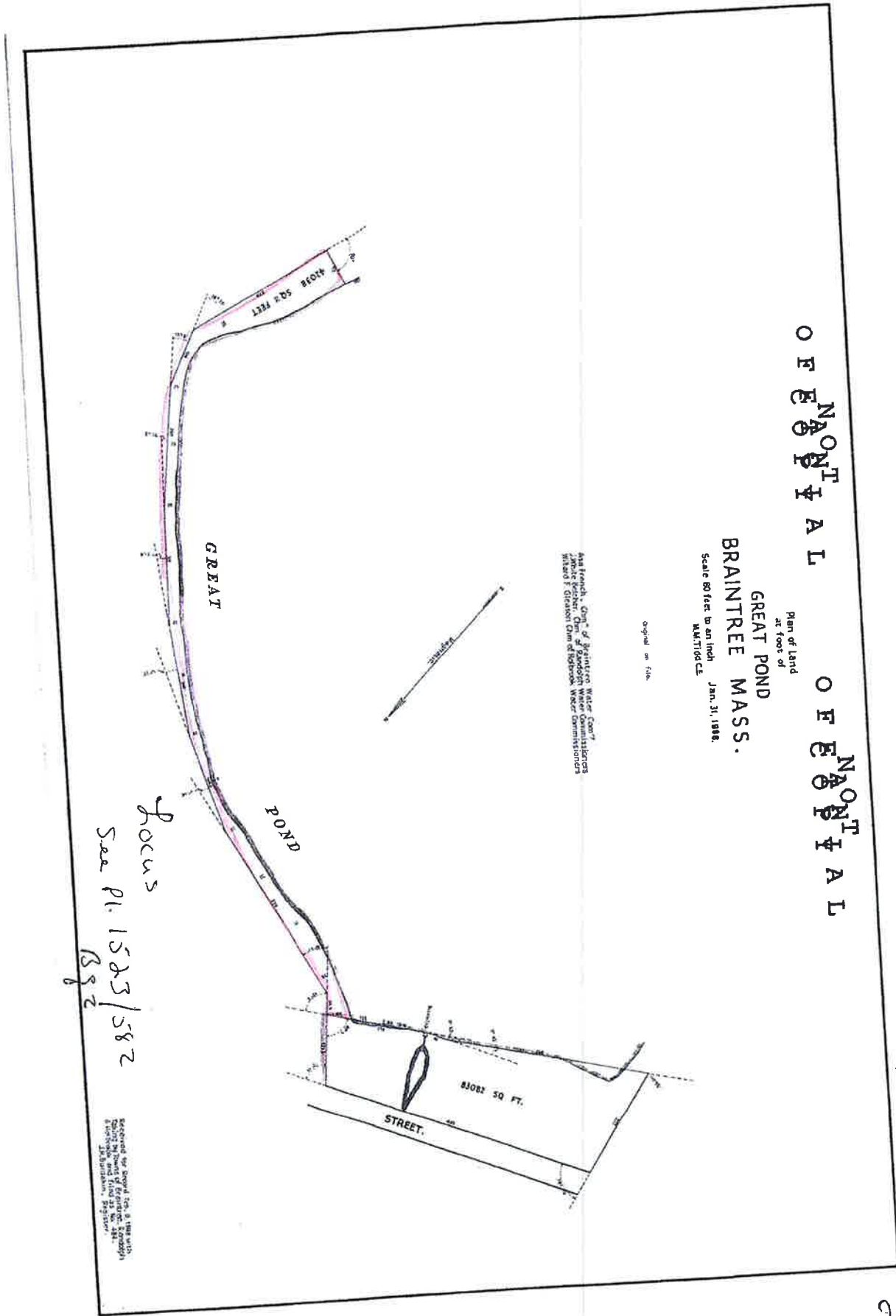
Jesse Gordon, District Two (Pree. 7,8,9)

Katrina Huff-Larmond, District Three (Pree. 4,5,6)

Christos Alexopoulos, District Four (Pree. I 0,11,12)







Taking
601/53

PB
11/484

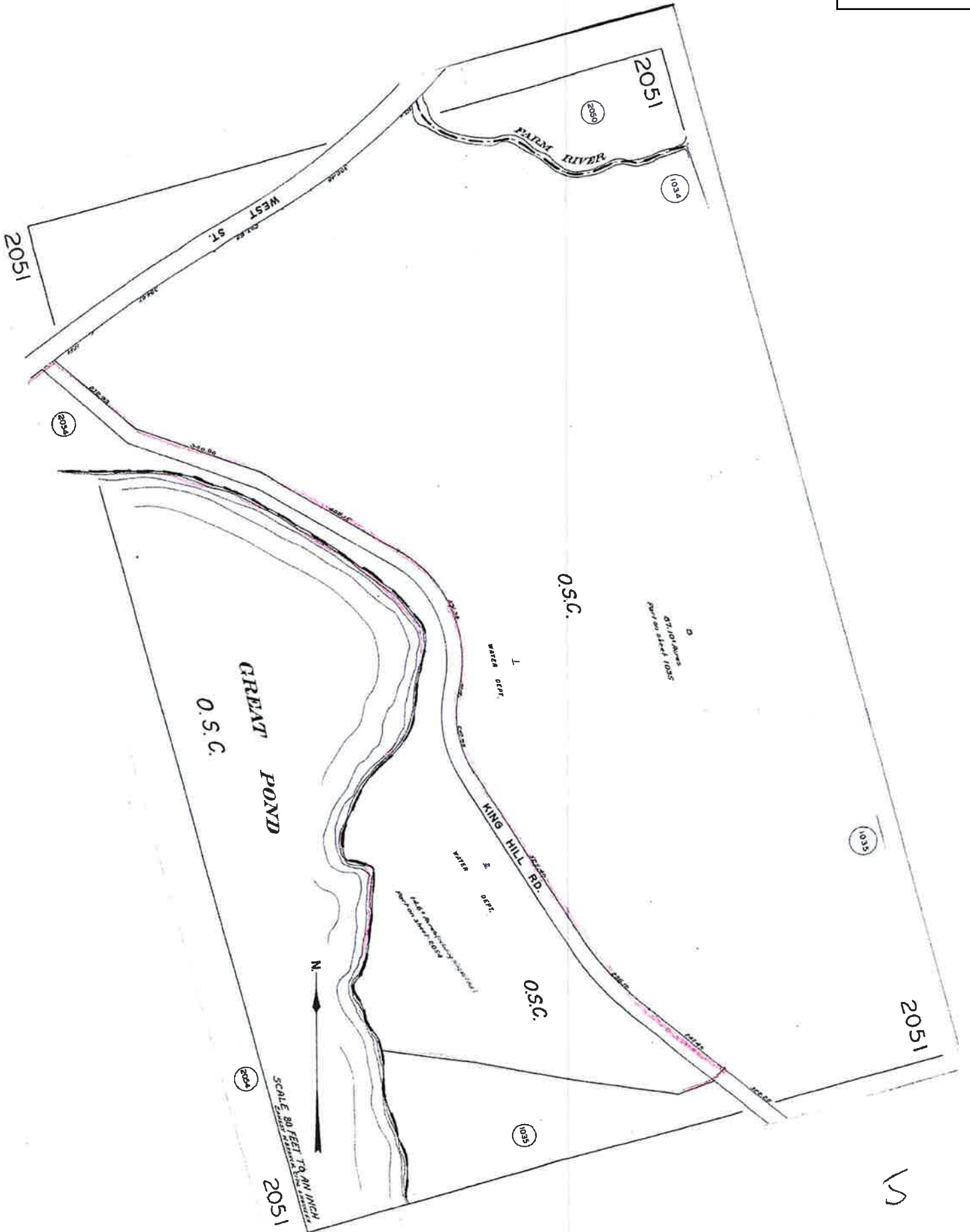
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Printed on 11/10/2021 at 11:02 AM

Parcel 805102 300 King Hill Rd





JOINT POWERS AGREEMENT

by the towns of Braintree, Holbrook and Randolph for the formation of the Tri-Town Water District

This Joint Powers Agreement (“Agreement”) is entered into pursuant to AN ACT ESTABLISHING THE TRI-TOWN WATER DISTRICT (C. 371 of the Acts of 2020, hereinafter, “the Act”) and Chapter 40 § 4A1/2 of the General Laws of Massachusetts by the towns of Braintree, Holbrook and Randolph, hereinafter sometimes referred to as “member towns” or the “parties,” for the formation of a body politic and corporate to be called the Tri-Town Water District (“the District”). This Agreement shall be binding upon the Towns of Braintree, Holbrook and Randolph upon the approving vote and execution hereof by the authorized officials of each of those towns pursuant to the terms of Chapter 40 §4A½(b).

The District shall be a body politic and corporate and political subdivision of the Commonwealth. The purpose of the District shall be to provide for the supply, treatment and distribution of water to member towns.

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I – THE WATER DISTRICT BOARD OF DIRECTORS

(A) Appointment

The powers and duties of the District shall be vested in and exercised by a Water District Board of Directors, pursuant to Chapter 40 §4A½(e), hereinafter sometimes referred to as “the Board,” whose members shall be appointed by the appropriate legal authorities in the member towns.

Each of the member towns shall appoint one Board member. Each member of the Board shall be entitled to a vote. The Board shall coordinate the activities of the District and may establish any policies and procedures necessary to do so.

(B) Term

Initial appointments to the Board shall be for the following terms: Braintree-3 years; Randolph-2 years; Holbrook-1 year. All subsequent terms shall be for a 3 year period, subject to the resignation and removal provisions contained herein. Each member shall serve on the Board until her/his successor is appointed and sworn into office by the Town Clerk of the member town.

(C) Quorum and Quantum of Vote

A majority of all Board members shall constitute a quorum. A majority affirmative vote of Board members shall be required to carry non-financial motions and a unanimous affirmative vote of all Board members shall be required to carry motions establishing the annual budget, to borrow money or otherwise to incur debt, or to purchase, take by eminent domain under chapter 79 of the General Laws or otherwise acquire land (each such motion requiring a unanimous affirmative vote of all Board members shall be referred to herein as a “Unanimous Vote Item”). No vote on a Unanimous Vote Item shall be valid, effective and binding unless each Board member has participated therein (e.g., at a meeting attended by only two of three Board members, the Board lacks authority to vote on a Unanimous Vote Item).

(D) Resignation and Removal

A member of the Board may resign by filing with the Board a written notice of resignation with a copy thereof to the his/her respective appointing authority and the Town Clerk therein. A member of the Board may be removed from that office by vote of the appropriate town authority by whom the member was appointed, acting in their sole discretion. Such removal shall become effective upon written notice to the Board from the member town.

(E) Vacancy

In the event of a vacancy on the Board the member town from which the vacancy arises shall within thirty (30) days appoint a member in the manner of the previous appointment to that position for the duration of the existing term.

(F) Organization

Promptly upon the appointment and qualification of the members of the initial Board and annually thereafter the Board shall organize and choose by ballot a chairman from among its own membership.

At the same meeting or at any other meeting, and annually thereafter, the Board shall choose by ballot a vice-chairman, secretary, and such other officers as it deems advisable, and describe the powers and duties of any of its officers, fix the time for its regular meetings and provide for the calling of special meetings. At least one District officer shall be appointed from each of the member towns.

The Board shall establish and manage a fund to which all monies contributed by the participating governmental units, and all grants and gifts from the federal or state government or any other source shall be deposited. The Board shall appoint a

treasurer who may be a treasurer of one of the participating governmental units. No member of the Board or other employee of the District shall be eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Board, shall be authorized to receive, invest and disburse all funds of the District without further appropriation. The treasurer may, by vote of said Board, be compensated for her/his services. The treasurer shall give bond for the faithful performance of her/his duties in a form and amount as fixed by the Board. The treasurer may make appropriate investments of the funds of the entity consistent with [section 55B of chapter 44](#). The treasurer of the District shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws, to the extent applicable

The Board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the participating governmental units. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to [sections 52](#) and [56 of chapter 41](#) and shall not be eligible to hold the office of treasurer.

The District shall be subject to an annual audit and a copy of such audit shall be provided to the member towns and to the division of local services of the department of revenue. The Board may contract with an auditor to provide independent auditing services to the District.

(G) Powers and Duties

The Board shall have all the powers and duties conferred and imposed upon such boards by Chapter 40 § 4A½(d), by Chapter 371 of the Acts of 2020 and by this Agreement, and as may be provided in any other applicable general or special law hereinafter enacted. The Board shall have the authority to enact, and to amend from time to time, such regulations as it deems necessary to provide the services and to operate and maintain the facilities contemplated by this Agreement, which regulations may include management of the water sources and related facilities in the member towns, and restrictions on the withdrawal of water within the Great Pond Reservoir System, including Great Pond, Richardi Reservoir, Farm River, Narrowway Brook and the Cochato River as it deems necessary to protect the natural resources.

(H) Dispute Resolution

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the member towns agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. Any costs associated with mediation shall be split evenly between the member towns.

(I) Department of Public Works

For the purpose of maintaining a consistent and routine dialogue among the parties with respect to technical and operational issues associated with the operation of the DTP and District facilities, there shall be a monthly meeting between the Directors, or their designee, of the Department of Public Works for the towns of Braintree, Randolph and Holbrook relative to such issues.

SECTION II – LOCATION OF DISTRICT FACILITIES

(A) Facilities

The parties intend that the District's facilities shall include a 12.5 MGD dissolved air filtration water treatment plant (the "District Treatment Plant" or "DTP"), the exact features and design of which remain pending as of the parties' execution of this Agreement. The DTP shall be located in Braintree, at ___ Parcel Nos. 2051-02 and 1035-01, with a subaqueous pipeline connecting the DTP to the Randolph transmission main for service to Randolph and Holbrook. The District shall enter into a lease for use of the land, for the duration of the agreement for the cost of one dollar, located exclusively in Braintree, for the DTP

For purposes of this Agreement, the "Operational Date" shall be the date on which the DTP, having secured all required governmental approvals to authorize its operation, first discharges potable treated drinking water for consumption within the member towns.

SECTION III – APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against member towns, costs shall be divided into two categories: Capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay, such as the cost of acquiring land, the cost of construction, reconstructing or adding to buildings, roads, water lines and utility lines, the cost of consulting services, the cost of any necessary equipment and any other related costs incidental thereto. Capital costs shall also include payment of principal and interest on bonds and notes or other obligations issued by the District to finance capital costs.

(C) Operating Costs

Operating costs shall include all costs incurred by the District not included in capital costs as defined in Section III (B), including but not limited to, those relating to personnel, benefits and management of the District. Operating costs shall also include a cash reserve determined by multiplying operating cost expenditures by the cash reserve percentage.

(D) Apportionment of Capital Costs

Capital costs shall be charged annually and apportioned among the member towns in the following proportions:

Braintree:	50%
Randolph:	34%
Holbrook:	16%

(E) Apportionment of Operating Costs

Operating costs shall be apportioned to each member town on a flow-proportionate basis, based upon the average daily usage as measured at the District flow meters. On December 31 next following the commencement of operations, and annually thereafter, the District shall reapportion the operating costs to be assessed to the member towns in the next fiscal year based upon the actual average daily flow out of the District facility to each of the member towns in the last full year. By way of illustration, if in calendar year 2024 Braintree accounts for 55% of the flow, Randolph accounts for 35% of the flow and Holbrook accounts for 10% of the flow, then for the fiscal year 2026 Braintree will pay 55% of the District's operating costs, Randolph will pay 35% of the District's operating costs, and Holbrook will pay 10% of the District's operating costs.

(F) Public Safety Personnel Costs

In consideration of the increased burden imposed on the Braintree Police and Fire Departments resulting from the location of the DTP in Braintree, no later than the Operational Date the District shall pay to Braintree \$225,000 (the "Public Safety Charge," which for as long as the DTP remains in operation shall be due annually no later than the same such date and subject to annual adjustment in the manner described below in this paragraph), representing the salaries of one new police officer position and two new fire fighter positions, exclusive of any costs associated with health insurance and retirement benefits. The District shall continue to pay the Public Safety Charge on an annual basis for the duration of the DTP's operation, with an annual increase of no more than 2.5% relative to the amount of the Public Safety Charge in the immediately preceding year (such that for the second year of the DTP's operation, the Public Safety Charge shall be no greater than \$230,625). These costs shall be apportioned to each member town in a manner consistent with

the apportionment of operating costs. The parties acknowledge and agree that the employees who serve in such positions shall at all times remain Braintree employees exclusively, and the District's payment of the Public Safety Charge shall confer upon the neither the District, Randolph or Holbrook any employer status, obligations or liability whatsoever relative to such positions.

(G) Times of Payment of Apportioned Costs

Except as otherwise provided in subsection IV (A) or in subsection IX, the annual share of each member town shall be paid in quarterly installments on or before the last day of the month in which payment is due.

SECTION IV – BUDGET

(A) Initial Budget

After the original Board is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then-fiscal year. Copies of such proposed budget shall be submitted to the Chairman of the finance or advisory committee of each member town and to the Chairman of the Board of Selectmen, Mayor or Town Council of such town for its review. The Board shall, as a Unanimous Vote Item, adopt a budget not earlier than fourteen days, but within thirty days after the initial budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section III hereof. The District treasurer shall certify to the treasurer of each member town its respective shares of said budget. The sums thus certified shall be payable by each member town to the District.

(B) Tentative Budget

Thereafter the District shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The Board shall mail a copy thereof to the Chairman of the finance or advisory committee of each member town and to the Chairman of the Board of Selectmen, Mayor, Town Manager or Town Council of such town for its consideration on or before December 15th in such detail as the Board may deem advisable.

(C) Final Budget

The Board shall, as a Unanimous Vote Item, annually determine the amounts necessary to be raised to maintain and operate the District during the ensuing

fiscal year, plus a reserve fund not to exceed 15 per cent of the maintenance and operating budget, and the amounts required for payment of debt and interest incurred by, or on behalf of, the District that will be due in said year and the said Board shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section III. The amount so apportioned to each member town shall, prior to February 1st of each year preceding the fiscal year to which said budget relates, be certified by the District treasurer to the treasurer of such towns, and such towns shall appropriate the amounts so certified. In the event that the Board fails to adopt an annual budget on or before such January 15th date, the District shall, until the date on which the Board adopts an annual budget, assess the Towns on a monthly basis in an amount constituting one-twelfth (1/12) of the amount assessed for the then-current fiscal year.

Except to the extent provided for from water system revenues and other sources, the obligation of each member town to pay apportionments pursuant to the Act shall be included in the amounts to be assessed annually in each town under [section 23 of chapter 59](#) of the General Laws, and, with or without an appropriation therefor, the town treasurer shall pay to the District the amounts so apportioned at the times specified in this Agreement. The amounts apportioned or to be apportioned pursuant to this Agreement shall not be included in the statutory limit of indebtedness of any town. Each of said towns shall transfer all or any portion of the amounts appropriated for capital costs to the District only upon receipt by the treasurer of the town from the District of copies of invoices or other evidence satisfactory to the treasurer, in her/his reasonable judgment, that the project costs for which said amounts are being transferred have been incurred by the District and are due and payable.

SECTION V – WATER SUPPLY SERVICES AND LIMITATIONS ON SALES

(A) Services

The District, under the daily supervision of the Town of Braintree, shall provide water supply and treatment services to the member towns.

The Town of Braintree shall oversee the daily operations of the DTP, including the hiring, discipline and lay off of personnel, administration of benefits and payroll and supervision of employees providing these services. The operating costs associated with the provision of said services, including administrative costs associated with the financial and human resources oversight, and limited to the actual costs of all such services with no mark-up or profit by or to Braintree, shall be assessed to each member town as detailed in Section III(E) above.

The Board shall have the authority to approve, on an annual basis, the operating and staffing plans for the DTP. The Board shall also have the authority to approve operating policies and procedures that govern the operations of the DTP in accordance with applicable standards.

The District may provide additional water related services to its member towns. All water related services not provided to any member town by the District shall be the responsibility of the individual towns.

(B) Limitations on Sales of Water

No sales shall be allowed by a member town to a non-member town except for short term sales made necessary due to an emergency or circumstances beyond the reasonable control of the non-member community, but in any event not to exceed 25,000 gallons per day and for no longer than 30 days. The District may enter into agreements for the sale of water to non-member communities in its discretion.

- (C) Any new development project requiring new or increased withdrawal of water greater than an additional 50,000 gpd within the Great Pond Reservoir System shall be subject to prior approval by the District following written application for such approval. The District may establish regulations setting forth the form of such application, the fee to be charged for such application, which fee may include the professional fees and other costs incurred by the District in reviewing the application, and the procedure to be followed for consideration of such application.

SECTION VI - AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by a vote of a majority of all members of the Board. The secretary of the Board shall mail or deliver a notice in writing to the Board of Selectmen, Mayor or Town Council of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote by the Board of Selectmen, Mayor or Town Council.

SECTION VII – WITHDRAWAL

(A) Limitations

A member town may withdraw from the District by an amendment to this Agreement in the manner hereinafter provided by this Section. Any member town seeking to withdraw shall, by vote Board of Selectmen or Town Council, request the Board to draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

(B) Procedure

The Clerk of the town seeking to withdraw shall notify the Board in writing that such town has voted to request the Board to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Board shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VI (A). The terms of withdrawal shall ensure that the withdrawing town will pay its share of any temporary borrowing in anticipation of revenue which may be outstanding at the time of withdrawal. The secretary of the Board shall mail or deliver a notice in writing to the Board of Selectmen/Town Council/Mayor of the withdrawing town that the Board has drawn up an amendment to the Agreement providing for the town's withdrawal (enclosing a copy of such amendment). In the event that Holbrook is the withdrawing town, the Holbrook Board of Selectmen shall include in the Warrant for the next Annual or Special Town Meeting called for the purpose, an Article stating the amendment or the substance thereof. In the event that Braintree or Randolph is the withdrawing town, the Town Council of such town shall vote on the proposed amendment. Such amendment shall take effect upon its acceptance by the withdrawing town, acceptance to be by a majority vote by the town's Town Council or at a Town Meeting, as aforesaid.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal, the terms of office of the members serving on the Board from the withdrawing town shall terminate and the total membership of the Board shall be decreased accordingly.

(D) Apportionment of Costs After Withdrawal

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be computed and assessed in the same manner as in Sections III (D) and IV until the impending obligations are satisfied. Any future installment or portion thereof shall continue to be assessed to such town until the impending obligations are satisfied. Due dates of payment shall be as specified in Section III (G).

Charges which would otherwise have been made to a withdrawing town for the then-current fiscal year pursuant to a determination under Section III (D) or (E), shall be assessed to such town notwithstanding the effective date of its withdrawal and shall be paid in equal installments totaling the amount of such charge on the dates provided in Section III (G) for the then-current fiscal year. Credits which would otherwise have been made to a withdrawing town shall be made to such town notwithstanding the effective date of its withdrawal and shall be paid in equal installments totaling the amount of such credit no later than thirty days following the dates for payment provided in Section III (G) for the then-current fiscal year.

SECTION VIII – FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be July 1st to June 30th.

SECTION IX – INCURRING OF DEBT

The District has the authority to incur debt or, in the alternative, the Board may vote to authorize a member town to incur debt on behalf of the District based on factors including the individual member town bond ratings at the time the authorization to incur debt is sought. The amount of debt, including any costs associated with the incurring of debt by, or on behalf of, the District, shall be assessed to the member towns in accordance with the procedures detailed in Section III herein.

Within seven days after the date on which the Board authorizes the incurring of debt, either by the District or an individual member town, other than temporary debt in anticipation of revenue to be received from member towns, the said Board shall cause written notice of the date of said authorization, the sum authorized and the general purpose or purposes for authorizing such debt, to be given to the Board of Selectmen/Town Council of each member town. The notice for which provision is herein made shall be deemed to have been duly given to a Board of Selectmen or Town Council of a member town if delivered to the Chairman of said Board or Town Council or, if mailed, by registered or certified mail within the time specified, postage prepaid and addressed to the Chairman of said Board or Town Council at such Board's or Town Council's office.

If the Board authorizes a member town to incur debt on behalf of the District, and the authorized amount is two million dollars (\$2,000,000.00) or less, the borrowing member town shall proceed with the borrowing without requiring any further authorizations from the non-borrowing member towns.

If the Board authorizes the District or a member town to incur debt in an amount greater than two million dollars (\$2,000,000.00), each member town shall hold a Town Meeting (or Special Town Meeting) or Town Council meeting within ninety (90) days after the date which the Board authorized the incurring of said debt for the purpose of expressing approval or disapproval of the amount of said debt. This time period may be extended by a majority vote of the Board. If at such Town Meeting (or Special Town Meeting) or Town Council meeting a majority of the voters (or, in the case of a Town Council, members of such Town Council) present and voting thereon express disapproval of the amount authorized by the Board said debt shall not be incurred and the Board shall thereupon prepare another proposal which may be the same as any prior proposal and an authorization to incur debt. Notwithstanding, a member town shall not be required to hold a vote within said ninety (90) day period and the failure of a member town to hold a vote shall constitute such town's constructive approval of the amount of the debt authorized by the Board.

SECTION X – DURATION

This Agreement shall be effective as of the date of execution by all parties and shall remain in effect for a term of fifty (50) years. The Agreement may be renewed for a second fifty (50) year term with the written consent of all parties.

SECTION XI – REPEAL OF PRIOR ACTS

The three member towns' collective execution of this Agreement, as authorized by each such members towns' vote approving the same, shall fully repeal, in their entirety, Chapter 217 of the Acts of 1885 and Chapter 269 of the Acts of 1886 (together, the "Prior Acts"), except that: 1) until the occurrence of the Operational Date as defined above, and for any period thereafter that reasonably is required to complete the winding down of their operations, the Braintree Water Department (the "BWD") and the Randolph/Holbrook Joint Water Board (the "JWB") shall continue in existence and wield all authority conferred upon them under the Prior Acts. All actions heretofore taken by the BWD and the JWB, are hereby validated, ratified, and confirmed in all respects, and 2) the Agreement between Randolph and Holbrook, related to winding down of operations and cost sharing during such time and thereafter, included hereto as an attachment ("the Randolph/Holbrook Agreement"), shall become effective upon approval of this Agreement and shall not be subject to terms of this Agreement.

IN WITNESS WHEREOF, THIS Agreement has been executed by the Selectmen of the Town of Holbrook as of the 8th day of June, 2022.

BOARD OF SELECTMEN,
for the Town of Holbrook

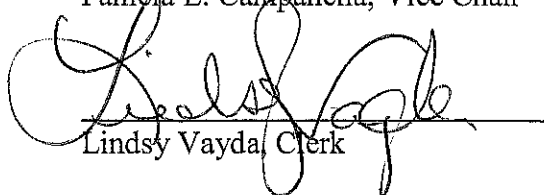
By



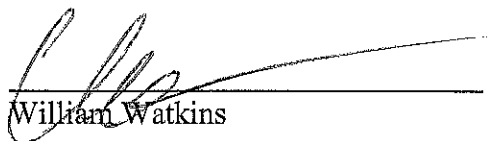
Daniel Lee, Chair



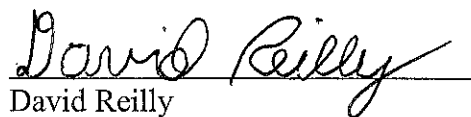
Pamela E. Campanella, Vice Chair



Lindsay Vayda, Clerk




William Watkins



David Reilly

IN WITNESS WHEREOF, THIS Agreement has been executed by the Mayor of the
Town of Braintree as of the 27 day of June, 2022.

For the Town of Braintree,



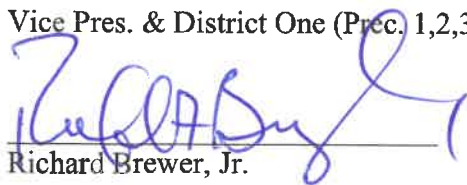
Charles C. Kokoros, Mayor

IN WITNESS WHEREOF, THIS Agreement has been executed by the Councilors of the Town of Randolph as of the 10th day of June, 2022.



William Alexopoulos
President & At-Large

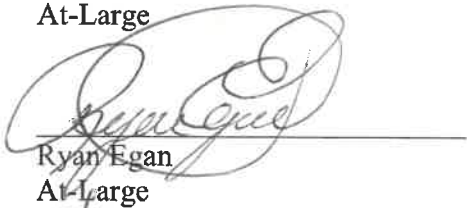
Ken Clifton
Vice Pres. & District One (Prec. 1,2,3)



Richard Brewer, Jr.
At- Large

James F. Burgess, Jr.
At-Large

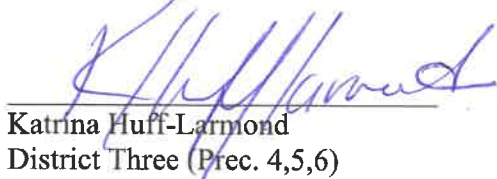
Natacha Clerger
At-Large



Ryan Egan
At-Large



Jesse Gordon
District Two (Prec. 7,8,9)



Katrina Huff-Larmond
District Three (Prec. 4,5,6)

A handwritten signature in black ink, appearing to read 'Christos Alexopoulos', written over a horizontal line.

Christos Alexopoulos
District Four (Prec.10,11,12)

RANDOLPH/HOLBROOK INTERMUNICIPAL AGREEMENT

This Randolph/Holbrook Intermunicipal Agreement (IMA), entered into pursuant to M.G.L. c. 40 § 4A, is approved and in full effect as soon as the Randolph Town Counsel and Holbrook Board of Selectmen approve the Tri-Town Water District Joint Powers Agreement.

The Town of Randolph and the Town of Holbrook agree as follows regarding cost sharing for the Joint Water District infrastructure:

1. The Randolph/Holbrook Joint Water Board (PWS ID 4244001) (“Joint Board”) owns and operates a water treatment plant located at 275 Pond Street in Randolph. The Joint Board also owns and maintains four water storage towers, two in each town. The Joint Board is a wholesale system supplying treated water to the towns of Randolph and Holbrook.

Distribution responsibilities reside with each individual town under their respective PWS ID licenses.

2. Until the Joint Board winds down its operations following the Operational Date of the new Tri-Town Water Treatment Plant, and any necessary period reasonably required to complete winding down the Joint Board’s operations, the two towns shall share the costs of the Joint Board’s operations as follows:

- a. Costs for the operation, maintenance and required repairs of the Joint Water Treatment Plant, as determined by a vote of the Joint Board and any required appropriations voted by the towns’ respective legislative bodies, shall continue to be shared equally by the two towns, so that Randolph shall pay 50% of the costs and Holbrook shall pay 50% of the costs.
- b. All costs for the demolition of the Joint Plant shall be shared equally (50%/50%) between Randolph and Holbrook.

- c. The two towns shall split all costs of replacement, maintenance and repair of the four water storage towers on an equal basis so that Randolph shall pay 50% of the costs and Holbrook shall pay 50% of the costs. The Joint Board shall study and consider needed repairs to all of the four existing water storage towers. Any costs for replacement, maintenance or repair of the four water storage towers shall continue to be determined by a vote of the Joint Board based on engineering studies determining the scope of the work required and estimates of the costs. Any Joint Board vote to fund needed replacement or repairs to any of the four water storage towers which requires an appropriation by the respective towns' legislative bodies shall be forwarded by the Joint Board to the towns with a recommendation for approval. The Joint Board shall apply for any available grants or low-interest loans which might be available to fund replacement, maintenance or repair of any of the four water storage towers.
- d. Randolph shall pay 100% of the costs to maintain and repair the transmission line in Randolph through which water flows to Holbrook.
- e. Holbrook shall pay 100% of the costs to maintain and repair the booster pump located in Holbrook.
- f. The two towns have agreed to split equally (50%/50%) the cost of installing two new subaqueous water transmission lines under Great Pond from the new Tri-Town Water Treatment Plant to the water distribution system in Randolph. The two towns shall split the costs of maintenance or operations of the two subaqueous water transmission lines on a flow proportionate basis, based on the

average daily flow as measured at the Randolph and Holbrook flow meters at the time the costs are definitively determined.

- g. Costs for the installation of new flow meters, one in Holbrook and one in Randolph, shall be paid 100% by each respective town.
- 3. As of the date that the Joint Board winds down its operations, the two towns shall assume 100% of all future costs associated with the water storage towers and other infrastructure which is connected to the water distribution systems within their respective boundaries.
- 4. Should the two subaqueous water transmission lines under Great Pond require capital repairs or need to be replaced in the future, the two towns shall split all costs on the basis of 68% Randolph and 32% Holbrook.

AN ACT ESTABLISHING THE TRI-TOWN WATER DISTRICT.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The establishment of the Tri-Town Water District, hereinafter referred to as the district passed by votes of the legally authorized authorities in the towns of Braintree, Holbrook and Randolph in 2019 and in accordance with a Joint Powers Agreement among the towns for the establishment of the district, hereinafter referred to as the agreement, and all actions heretofore taken by the district board of directors that were not inconsistent with this act or with the terms of the agreement, are hereby validated, ratified and confirmed in all respects. The agreement shall be effective and binding upon approval by the parties in the following manner: (i) in the towns of Braintree and Randolph, by their respective town councils, and with the approval of the mayor in the town of Braintree; and (ii) in the town of Holbrook, by the board of selectmen.

The purpose of the district shall be to provide for the supply, treatment and distribution of water to the member towns. The said district for the purposes aforesaid and in the manner herein provided, may take, by purchase or otherwise, and hold and convey to and into the towns, from some 1 convenient point, or through a common conduit, the waters of the Great Pond Reservoir System, including Great pond, Richardi reservoir, Farm river, Norroway brook and the Cochato river in the towns of Braintree and Randolph and the waters that flow into and from the same, or any part thereof; and may also take, by purchase or otherwise, and hold any water rights connected therewith, and also all lands, rights of way and easements necessary for holding and preserving such water, and for conveying the same to any part of the towns, and may erect on the land thus taken or held proper dams, buildings, fixtures and other structures, and may make excavations, procure and operate machinery and provide such other means and appliances as may be necessary for the establishment and maintenance of complete and effective water works, and may construct and lay down conduits, pipes and other works, under or over any lands, water courses, railroads, or public or private ways, and along any such way, in such manner as not unnecessarily to obstruct the same; and for the purpose of constructing, maintaining and repairing such conduits, pipes and other works, and for all proper purposes of this act, the district, may dig up any such lands, and may enter upon and dig up any ways in the towns, in such manner as to cause the least hinderance to public travel on such ways.

This Act shall, in the manner and on the terms set forth in the Agreement, supersede in their entirety, and fully repeal, chapter 217 of the acts of 1885 and chapter 269 of the acts of 1886.

SECTION 2. The powers, duties and liabilities of the district shall be vested in and exercised by a district board of directors, hereinafter referred to as the board, organized in accordance with this section and the agreement. Each member of the board shall be entitled to a vote. The board shall choose a chair and secretary by ballot from its membership. The board shall coordinate the activities of the district and may establish any policies or procedures necessary to do so. The board shall establish and manage a fund to which all monies contributed by the participating towns, and all grants and gifts from the federal or state government or any other source, shall be deposited. The board shall appoint a treasurer who may be a treasurer of 1 of the participating governmental units. No member of the board or other employee of the district shall be eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the board, shall be authorized to receive, invest and disburse all funds of the district without further appropriation. The treasurer may, by vote of the board, be compensated for their services. The treasurer of the district shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws, to the extent applicable. The treasurer may make appropriate investments of the funds of the district consistent with section 55B of chapter 44 of the General Laws.

The board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of 1 of the participating governmental units. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to sections 52 and 56 of said chapter 41 and shall not be eligible to hold the office of treasurer.

The district shall be subject to an annual audit and a copy of such audit shall be provided to the member towns and to the division of local services of the department of revenue.

Each of the member towns' legally authorized authorities shall appoint 1 board member, for a total of 3 members.

SECTION 3. The district shall be a body politic and corporate and political subdivision of the commonwealth and shall have the following powers and duties:

(i) to adopt a name and a corporate seal, and the engraved or printed facsimile of such seal appearing on a bond or note of the district shall have the same legal effect as such seal would have if it were impressed thereon;

(ii) to sue and be sued, but only to the same extent and upon the same conditions that a city or town may be sued; provided, however, that the members and officers of the district shall be deemed to be public employees within the meaning of chapter 258 of the General Laws;

(iii) to purchase, take by eminent domain under chapter 79 of the General Laws or otherwise acquire property within the member towns, or any interests therein, for the purposes of the District, including the protection of the water supply; to construct, reconstruct, replace, rehabilitate, repair, equip, operate and maintain water supply, treatment and distribution facilities for the benefit of the towns, and any other facilities necessary to carry out the purposes of the District; and to make any necessary contracts in relation thereto; provided, however, that the board may exercise its power to take property by eminent domain only upon a unanimous vote of the full board;

(iv) to borrow money and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the district; provided, however, that any borrowing shall undertaken in accordance with sections 16 to 28, inclusive, of chapter 44 of the General Laws; provided further, that the board may, subject to chapter 30B of the General Laws, enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the board;

(v) to incur debt, in accordance with the agreement, for the purpose of acquiring land, or any interests therein, and constructing, reconstruction, replacing, rehabilitating, repairing and equipping water supply, treatment and distribution facilities and any other facilities necessary to carry out the purposes of the district, including debt for the purposes of designing and otherwise planning any such improvements, for a term not exceeding 30 years; provided, however, that for the same purposes, the board may, in lieu of incurring debt, allow each of the district's member municipalities to incur debt for the benefit of the district;

(vi) to issue bonds and notes in the name and upon the full faith and credit of the district; provided, however, that the bonds or notes shall be signed by the chair and the treasurer of the board, except that the chair by a writing bearing the chair's written signature, filed in the office of the treasurer, and that shall be open to public inspection, may authorize the treasurer to cause to be engraved or printed on the bonds or notes a facsimile of the chair's signature, and such facsimile signature so engraved or printed shall have the same validity and effect as the chair's written signature; provided, however, that each issue of bonds or notes shall be a separate loan;

(vii) to receive and disburse funds for any district purpose, and to invest funds in any investments legally permitted for cities and towns;

(viii) to incur temporary debt in anticipation of revenue to be received from the member towns or from any other source;

(ix) to assess member towns for any expenses of the district;

(x) to maintain a reserve fund, and to carry over the remaining balance of such fund into the ensuing fiscal year, subject to the limitations in section 4;

(xi) to apply to receive and expend or hold any grants or gifts from the commonwealth, the federal government and other grantors for the purposes of the district;

(xii) to engage legal counsel, financial advisors, engineers, accountants, consultants, agents and other advisors;

(xiii) to submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each town were computed;

(xiv) to employ such employees as it considers necessary to operate the district;

(xv) to enter into contracts with any person, including, but not limited to non-member cities and towns, other bodies politic and the United States of America, that are necessary or convenient to carrying out the powers of the district, including but not limited to contracts for the purchase, supply, treatment and distribution of water and contracts for the operation and management of the water facilities of the district;

(xvi) to enact by-laws and rules concerning the management and regulation of its affairs and the use of its facilities and the provision of its services;

(xvii) to convey, sell, lease or otherwise dispose of any district real or personal property, or interests therein, no longer needed for district purposes; and

(xviii) to do any and all other things necessary and convenient to carrying out the powers and purposes of the district, and all other things incidental and related thereto.

SECTION 4. The board shall by unanimous vote annually determine the amounts necessary to be raised to maintain and operate the district during the ensuing fiscal year, plus a reserve fund not to exceed 15 per cent of the maintenance and operating budget, and the amounts required for payment of debt and interest incurred by the district that will be due in said year, and shall apportion the amounts so determined among the several member towns in accordance with the terms of the agreement, namely such that operating costs shall be apportioned to each member town on a flow-proportionate basis, based upon the average daily usage as measured at the district flow meters, and capital costs shall be apportioned among the member towns in the following proportions: (i) the town of Braintree shall pay 50 per cent, (ii) the town of Randolph shall pay 34 per cent and (iii) the town of Holbrook shall pay 16 per cent. The amounts so apportioned for each town shall, prior to February first in each year, be certified by the district treasurer to the treasurers of the several towns. Except to the extent provided for from water system revenues and other sources, the obligation of each member town to pay apportionments pursuant to the agreement shall be included in the amounts to be assessed annually in each such town under section 23 of chapter 59 of the General Laws, and, with or without an appropriation therefore, the town treasurer shall pay to the district the amounts so apportioned at the times specified in the agreement. The amounts apportioned or to be apportioned pursuant to the agreement shall not be included in the statutory limit of indebtedness of any town. Each of the towns shall transfer all or any portion of the amounts appropriated for capital costs to the district only upon receipt by the treasurer of the town from the district of copies of invoices or other evidence satisfactory to the treasurer that the project costs for which said amounts are being transferred have been incurred by the district and are due and payable.

SECTION 5. Notwithstanding chapter 44 of the General Laws to the contrary, only sections 16 to 28, inclusive, of said chapter 44, so far as apt, shall apply to the district; provided, however, that section 16 of said chapter 44 relating to the countersigning of bonds and notes and section 24 of said chapter 44 relating to the countersigning and approval of notes and the certificates of the clerk relating thereto shall not apply to the district. Any debt incurred by the district shall not be subject to the limit of indebtedness prescribed in section 10 of said chapter 44.

SECTION 6. The member towns may from time to time amend the agreement if the agreement as so amended is not inconsistent with this act.

Approved, January 14, 2021.