

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made as of this ____ day of _____, 2023 (the “Effective Date”), by and between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and **TOWN OF BOXFORD**, a Massachusetts municipal corporation having its principal place of business at 7A Spofford Road, Boxford, Massachusetts 01921 (the “Municipality”). MassDevelopment and the Municipality may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

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

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

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

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

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

WHEREAS, MassDevelopment has determined that the project is planned to create housing opportunities; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality in developing a plan for the reuse of the former Senior Community Center at 4 Middleton Road, focused on the feasibility of affordable housing at the property to promote job creation and economic development (the “Project”) within the Municipality at 4 Middleton Road, Boxford, MA 01921(the “Site”); and

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

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

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

TERMS

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

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

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

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

2. MassDevelopment Obligations.

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed \$25,000 (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

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

3. Municipality Obligations.

(a) With respect to the Project, the Municipality shall cooperate with

MassDevelopment and the Consultant Team, including, without limitation, providing access to information, access to the Site, and facilitating meetings with Municipality officials and stakeholder community groups as needed.

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

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

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

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

(e) Reporting. For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable. The annual reports are due on or before July 31 of each calendar year.

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

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

5. Contribution of Costs.

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

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

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

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

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

6. Repayment of MassDevelopment Funds

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

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

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

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

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

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

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

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

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

9. Compliance with Laws. In connection with this Agreement, each of the Municipality and MassDevelopment shall, and shall require all of their employees, contractors, and agents to,

comply with all federal, state, and local laws, regulations, rules, ordinances and orders of any kind which are applicable to any performance under this Agreement.

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

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

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

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

To MassDevelopment:	Massachusetts Development Finance Agency 99 High Street, 11 th Floor Boston, Massachusetts 02110 ATTN: Executive Vice President—Real Estate
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With a copy to:	Massachusetts Development Finance Agency 99 High Street, 11 th Floor Boston, MA 02110 ATTN: General Counsel
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To the Municipality:	Town of Boxford 7A Spofford Road Boxford, Massachusetts 01921 ATTN: Town Administrator
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Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

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

(a) At any time, upon the mutual written agreement of the Parties.

(b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.

(c) By either Party, upon Default (defined below) of the other Party.

(d) Definitions.

(i) "Default" means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).

(ii) "Event of Default" means a Party's failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.

(iii) "Notice of Default" means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.

(iv) "Cure Period" means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

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

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

17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

“Mediation Costs”). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties’ dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

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

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

Approved as to form:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Agency Counsel

By: _____
Name: Tania Hartford
Title: Executive Vice President of Real Estate

[First signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Boxford]

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

TOWN OF BOXFORD

By: _____

Name: Matthew Coogan

Title: Town Administrator

[Second signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Boxford]

EXHIBIT A
SCOPE OF SERVICES



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LUZ

ARCHITECTS





ARCHITECTS

67 POPLAR STREET

BOSTON MASSACHUSETTS

02131

T 617.423.2724

F 617.670.0689

W STUDIOLUZ.NET

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LIMITED DESIGN SERVICE CONTRACT

MassDevelopment- Transformative Development Initiative; 4 Middleton Rd, Boxford, Technical Assistance

CLIENT: MassDevelopment: Nathaniel Thomas

ARCHITECTURAL CONSULTANT: Studio Luz Architects

DATE: December 13, 2022

DURATION: 3.5 months. The project is expected to be completed 03/17/23.

BACKGROUND

The Town of Boxford and MassDevelopment have come together to create a new vision for two surplus properties located at 4 Middleton Road and 188 Washington Street that will benefit the surrounding Boxford community. This new visions for 4 Middleton Road and 188 Washington Street will be based off community input, market analysis and the programmatic needs of the town, defining the future programming and connecting the vision to the Boxford Town Facility master plan and Town Meeting cycle. The Town of Boxford and MassDevelopment requested design assistance from Studio Luz to further support the community engagement/ outreach process and reprogramming of 4 Middleton Road and 188 Washington Street.

STUDIO LUZ ARCHITECTS

Studio Luz Architects was engaged for architectural assistance in November 2022 to help evaluate future programming for the property and the resultant architectural needs of the space.

ECONOMIC CONSULTANT: Engaged by Studio Luz Architects

Engaged by Studio Luz Architects, the Economic consultant will provide existing market analysis of the context to understand existing gaps in community services and amenities as well as consider future uses by the municipality, potential benefits of disposing of the property, as well as market- analysis and approximate valuation with commercial real estate brokers.

MassDevelopment & Town of Boxford

The Town of Boxford’s vision is to create an economically viable plan for the future of 4 Middleton Road and 188 Washington Street. The town’s preliminary goals for the project are to explore opportunities related to program and ownership opportunities for the property through market analysis, community engagement, and reprogramming of the property into a renewed asset for the community.

SITES:

4 Middleton Road is located in the Boxford Village Historic District, located between Middleton Road and Elm Street, with the original front entry facing Elm Street. The 3000 SF Community Center at 4 Middleton Road was built around 1890 and is the original town hall of Boxford, having served several municipal functions over time. The building is located across Elm Street from the historic Cummings House, to the north of the Boxford East Village general store and to the south of the intersection of Middleton Road and Elm Street. The new Council of Aging was relocated to the development at 10 Elm which provides 5000SF of program space.

188 Washington Street is a 2500 SF Facility that is located across Washington Street from Paisley’s. This is a single story brick building with parking in the front accessed from Washington Street that has an unfinished, raised basement that is an additional 2500 SF. This was at one time the West Boxford Library.



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SCOPE: The planning studies for 4 Middleton Road and 188 Washington Street will utilize market analysis conducted by the Economic Consultant, community outreach and engagement targeting residents and key stakeholders, and feedback from the Town Of Boxford Facilities Master Plan Report to identify future programming and architectural needs of the space. The scope includes a new vision for reprogramming the properties for potential use as assets for community activity or affordable housing with architectural improvements that can support the new programmatic requirements (such as interior spatial reconfigurations or a new elevator). The study will provide community engagement sessions, conceptual design schemes that incorporate the recommended programming, and a final report for the Town of Boxford.



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LIMITED DESIGN SERVICE CONTRACT

December 13, 2022

MassDevelopment will hire Studio Luz Architects to perform architectural visioning services for the Town of Boxford. Studio Luz Architects will explore potential programming scenarios for 4 Middleton Road and architectural plans showing the necessary improvements to support those new programs. Studio Luz Architects plans to provide the following services at the following amounts.

DURATION: 3.5 months. The project is expected to be completed 03/17/23.

CLIENT:

MassDevelopment: Nathaniel Thomas

Town of Boxford: Matt Coogan, Brendan Sweeney & Barbara Jessel

PROJECT MANAGEMENT:

Hansy Better Barraza, Principal of Studio Luz Architects, has extensive experience with place making and community engagement working with a mix portfolio of commercial, institutional and residential projects serving racially diverse neighborhoods.

ORDER SCOPE OF WORK:

The goal is to develop consensus of future use for 4 Middleton Street and 188 Washington Street and produce comprehensive documentation of programming scenarios to inform a subsequent RFP for the redevelopment of the property for the new proposed use. Depending on the future use of the property the goal would include identifying nonprofit or for profit entities as potential partner with the Town to use the building.

Task 1 (1.5 months): General Due Diligence – Studio Luz /Economic Consultant

Studio Luz will collect and evaluate community feedback to develop potential programming scenarios for 4 Middleton Road and 188 Washington Street. Engagement sessions (1 onsite meetings and 1 remote session) are to be included to incorporate stakeholder, resident and town departments’ feedback. This will also include an existing market analysis of the context to understand existing gaps in community services and amenities as well as include future uses by the municipality, affordable housing, potential benefits of disposing of the property, feasibility of use for affordable housing, as well as market- analysis and approximate valuation with commercial real estate brokers. Based on engagement sessions and site analysis, Studio Luz will provide an overview of possible programming scenarios for the site, existing site constraints and challenges, and an analysis of the surrounding context.

Studio Luz Deliverables: Site analysis including existing market analysis (by Economic Consultant) potential programming scenarios, and 3 community engagement sessions (1 onsite meeting and 2 remote session)

Duration: December 2022 - Mid January 2023- 1.5 months

Task 2 (2 months): Project Plan- Program Development and Visioning Documentation – Studio Luz / Economic Consultant/

Based on the initial site analysis and community feedback, Studio Luz will provide the town with conceptual design schemes that incorporate the preferred programming. The conceptual



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schemes by SLA will provide the town with a visioning document in order for the city to proceed with issuing an RFP for a space operator for the buildings.

Design schemes will offer options for layouts and corresponding upgrades required to reposition the buildings as 21st century assets. SLA will coordinate engineering feedback offered by the Town into the schemes. Engineering services are not included in this work order but SLA will provide in the final report what architectural and engineering services will be needed to further the development of the project. Given the strong community interest in the preservation of historic structures and community green spaces including the outdoor space at the corner of the 4 Middlesex Road Site, creative strategies for both are welcome.

For each design scheme Studio Luz will produce program use diagrams and possible plan configurations. Studio Luz will develop plan drawings for the implementation of the chosen program. Studio Luz will produce a summary of the plan and recommendations for potential next steps that can be presented to the steering committee, stakeholders, and the public as part of the town meeting cycle. The final report in narrative and visual form delivered as a .pdf document will depict uses for the building and will include steps for selecting a community partner the design supports.

Studio Luz Deliverables: Program development, program and infrastructural diagrams, and plan drawings. One (1) Public Meeting to present design ideas publicly. Project vision will be assembled in a PDF presentation.

Duration: Mid-January 2023 – Mid-March 2023 - 2 months

Task 3: Final Report Delivery – Studio Luz / Economic Consultant

Studio Luz Deliverables: Project vision will be assembled in a PDF document and a memo stating the summary of the plan and potential next steps including any identified at the Public Meeting.

Duration: Mid-March 2023

ORDER AMOUNT:

We propose a total fee for the above work *not to exceed \$35,000*. Breakdown of hours and fee schedule is noted below.

22020	4 Middleton Road and 188 Washington St - Boxford: TDI Technical Assistance		
	Scope: The planning study for 4 Middleton Road and 188 Washington St will utilize market analysis conducted by the Economic Consultant, community outreach and engagement targeting residents and key stakeholders, and feedback from the Town Of Boxford Facilities Master Plan Report to identify future programming and architectural needs of the space. The scope includes a new vision for reprogramming the properties into vibrant assets for community activity with architectural improvements that can support the new programmatic requirements (such as interior spatial reconfiguration or a new elevator). The study will provide community engagement sessions, conceptual design schemes that incorporate the recommended programming, and a final report for the Town of Boxford.	<u>Architectural Fee</u>	
		\$	25,000
STUDIO LUZ ARCHITECTS	Task Description:	% of Fee	Fee/Service
	4 Middleton Road Task 01 - General Due Diligence:	35%	\$ 7,000
	4 Middleton Road Task 02 - Program Development and Visioning Documentation	55%	\$ 11,000
	4 Middleton Road Task 03 - Final Report Delivery:	10%	\$ 2,000
	188 Washington Task 01 - General Due Diligence*	35%	\$ 1,750
	188 Washington Task 02 - Program Development and Visioning Documentation*	55%	\$ 2,750
	188 Washington Task 03 - Final Report Delivery*	10%	\$ 500
* Fees for 188 Washington Street Study are to be covered by additional funding from the Town of Boxford			



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			Consultant Fee
			\$ 10,000
	Economic Consultant: RKG Associates		Fee/Service
	Market Study- High Level Market Analysis (including housing)**		\$ 10,000
	**Fees for market study exceeding grant amount to be supplemented by additional funding from Town of Boxford		

Studio Luz Architects Time Charge Rates for 2022 are as follows:

- Principals in Charge \$260 / hour
- Senior Project Manager \$200 / hour
- Project Manager \$180 / hour
- Project Architect \$150/ hour
- Project Design / Drafter \$100 / hour
- Administrative \$140 / hour

Reimbursable Expenses:

Compensation for SLA's Services does not include reimbursable expenses for the project. For projects of a similar scope, the Client can budget \$200-\$500 depending on the quantity of print outs and materials for community engagement workshops. SLA will request approval in advance for all printing and materials purchased for workshops.



LIMITED DESIGN SERVICE CONTRACT

GENERAL TERMS AND CONDITIONS

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SLA's services shall be provided subject to the "Terms and Conditions" set forth in **Attachment A**, which terms and conditions are hereby incorporated by reference and made part of this Agreement. Please sign and return a copy of this agreement indicating your acceptance. Invoices for services and reimbursable expenses (including consultants) will be rendered as the work progresses. Payments are due within 30 days.

SIGNATURES OF AGREEMENT -

Signature for Client

Accepted BY: _____

IT'S: _____

DATE: _____

Signature for Studio Luz Architects, Ltd.(SLA)

BY: _____

IT'S: _____

DATE: _____

Attachment A**STUDIO LUZ ARCHITECTS LTD'S (SLA) RESPONSIBILITIES**

- .1 SLA shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. SLA shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- .2 SLA shall identify a representative authorized to act on behalf of SLA with respect to the project.

SCOPE OF ARCHITECT'S BASIC SERVICES

- .1 SLA shall manage SLA's services, consult with the Client, research applicable design criteria, attend project meetings, communicate with members of the Project team and report progress to the Client.
- .2 SLA shall coordinate its services with those services provided by the Client and the Client's consultants. SLA shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants. SLA shall provide prompt written notice to the Client if SLA becomes aware of any error, omission or inconsistency in such services or information.
- .3 SLA shall not be responsible for aClient's directive or substitution made without SLA's approval.
- .4 SLA shall submit for the Client's review a schedule for the performance of SLA's services. The dates contained in the schedule are estimates. They are not guaranteed, because they are based on assumptions that may change during the course of the Project. With the Client's approval, SLA shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.
- .5 SLA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services for the Project. In designing the Project, SLA shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- .6 SLA shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

PROGRAMMING PHASE / PRESCHMATIC

- .1 SLA shall manage and administer the Programming Services. SLA shall consult with the Client, research applicable programming criteria, attend project meetings, communicate with members of project team and issue progress reports and a final program document. SLA shall coordinate the services provided by SLA and SLA's consultants with those services provided by the Client and Client's consultants.
- .2 SLA shall meet with the Client to confirm and finalize the Client's and user's priorities, values, and goals that will

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impact the project. SLA shall confirm the scope and intent of the anticipated Project in consultation with the Client.

.3 SLA shall submit programming documents to the Client for evaluation and approval at intervals appropriate to the process. SLA shall be entitled to rely on approvals received by the Client to complete the Programming Services and in the further development of the Project.

.4 SLA shall recommend Project standards or incorporate Client standards such as allowances, travel distances, and furniture and equipment requirements. SLA shall establish general space quality standards for the project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

.5 SLA shall determine specific space requirements for the Project by:

- a. Identifying required spaces,
- b. Establishing sizes and relationships,
- c. Establishing space efficiency factors,
- d. Documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

.6 SLA shall prepare a final program document incorporating written and graphic materials that may include:

- a. An executive summary
- b. Values and goals statement
- c. Relationship diagrams
- d. Flow diagrams
- e. Space allocations and relationships
- f. Space listings by function and size, and
- g. Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

ADDITIONAL SERVICES & AMENDMENTS TO THIS AGREEMENT

.1 Additional Services listed below are not included in the Basic Services but may be required for the Project. SLA shall provide the listed Additional Services only if specifically designated as SLA's responsibility in writing, and the Client shall compensate SLA for these services as indicated under Compensation.

- a. Surveys
- b. Design Services beyond the Programming/ Pre-Schematic Phase
- c. Investigation and Evaluation Reports
- d. Site Evaluation and Planning
- e. Building Information Modeling
- f. Civil Engineering
- g. Landscape Design
- h. Detailed Cost Estimating
- i. On-Site project representation
- j. As-constructed or As-built record drawings
- k. Coordination of Client's consultants
- l. Additional presentations to Authorities having jurisdiction over the work beyond what is outlined in the agreement.
- m. Telecommunications/date design

- n. Security Evaluation and Planning
 - o. Commissioning
 - p. Extensive environmental responsible design
 - q. LEED Certification
 - r. Fast-track design services
 - s. Furniture, Finishings, and Equipment (FF&E) Design
 - t. Selection and Procurement of FF&E
- .2** Additional Services not covered by this Agreement include, among others, additional project representation, revisions due to changes in the scope, quality or budget, and will be compensated for as additional fees based on SLA's hourly rates. SLA will notify the Client and obtain approval in writing from the Client before engaging in any Additional Services that change the scope of this Agreement.
- .3** Additional Services may be provided after the execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of SLA, any Additional Services provided shall entitle SLA to compensation and an appropriate adjustment in SLA's schedule.

CLIENT'S RESPONSIBILITIES

- .1** Unless otherwise provided for under this Agreement, the Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set for the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- .2** The Client shall establish and periodically update the Client's budget for the Project, including (1) the budget for the Cost of the Work, (2) the Client's other costs; and (3) reasonable contingencies related to all of these costs. If the Client significantly increases or decreases the Client's budget for the Cost of the Work, the Client shall notify SLA. The Client and SLA shall thereafter agree to a corresponding change in the Project's scope and quality.
- .3** The Client shall furnish surveys, prepared by a licensed surveyor, to describe the physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
- .4** If requested by SLA and appropriate for the Project scope, the Client shall furnish services of a geotechnical engineer, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- .5** The Client shall coordinate the services of its own consultants with those services provided by SLA. The Client shall furnish the services of consultants other than those designated in this Agreement, or authorize SLA to furnish them as an Additional Service, when SLA requests such services and demonstrates that they are

reasonably required by the scope of the Project. The Client shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

- .6** The Client shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- .7** The Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
- .8** The Client shall review and become generally familiar with the Construction Documents and Project Specifications. The Client shall provide prompt written notice to SLA if the Client becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the SLA's Instruments of Service.
- .9** The Client will be responsible for final approval of all Furnishings, Fixtures, Equipment, (FF&E) Finish Materials and Paint Colors unless specified otherwise. SLA will provide supporting documentation to assist the Client in the selection of appropriate FF& E items.

COST OF THE WORK

- .1** For the purposes of this Agreement, the Cost of the Work shall be the total cost to the Client to construct all the elements of the Project designed or specified by SLA and shall include the contractor's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of SLA, the costs of the land, rights-of-way, financing, contingencies for the changes in the Work or other costs that are the responsibility of the Client.
- .2** The Client's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under the Client's responsibilities, and Evaluation of the Client's budget for the Cost of the Work. Estimates prepared by SLA for the Cost of the Work represent SLA's judgment as design professionals. It is recognized, however, that neither SLA nor the Client has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, SLA cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by SLA.

COPYRIGHTS AND LICENSES

- .1** Drawings, specifications and other documents, including those in electronic form, prepared by SLA are Instruments of Service for use solely with respect to this project. SLA and SLA's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Services to meet official regulatory requirements or for similar purposes

in connection with the Project is not to be construed as publication in derogation of the reserved rights of SLA and SLA's consultants.

- .2 Upon execution of this Agreement, SLA grants to the Client a nonexclusive license to retain, distribute and use copies of the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for the use in performing services or construction of the Project. If SLA rightfully terminates this agreement for cause as provide under Termination and Suspension, the license granted in this section shall terminate.
- .3 Except for licenses granted in this section, Copyrights and Licenses, no other license or right shall be deemed granted or implied under this agreement. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SLA. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to SLA or SLA's consultants.

CLAIMS AND DISPUTES

- .1 The Client and SLA shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
- .2 It is expressly understood that SLA is a Massachusetts corporation and Client agrees to look solely to the assets of the corporation for recovery of any judgment against SLA, it being expressly understood that no officer, director, shareholder, partner, employee or agent of SLA will be personally liable for any negligent acts, errors or omissions or breach of SLA's obligations under this Agreement.
- .3 Any claims or disputes made during design, construction, or post-construction between the Client and SLA must be submitted to non-binding mediation, prior to the institution of litigation. The cost of mediation shall be shared equally by the parties hereto. In the event mediation is unsuccessful, any claims arising out of this Agreement shall be brought in the State of Massachusetts. The Client and SLA hereby waive their rights to a trial by Jury.
- .4 In no event, shall either the Client or SLA be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits,

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incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

- .5 The Client and SLA waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided for under Termination and Suspension.

LIMITATION OF LIABILITY

- .1 SLA makes no guarantees or warranties and, specifically, no representation or warranty of merchantability, nor will we warrant that any party will approve or consent SLA's opinions. In addition, the Client hereby agree to limit our liability to the Client with respect to all services relating to this Agreement, due to any negligent acts, errors, or omissions by us, such that the total aggregate liability of SLA will not exceed \$50,000 (Fifty Thousand Dollars) or the amount actually paid to SLA, whichever is greater.
- .2 Since it would be unfair for SLA to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed SLA not to perform, the Client hereby waives all claims against SLA and agrees to defend, indemnify and hold SLA harmless from claims or liability for injury or loss allegedly arising from SLA's failure to perform a service that the Client has either refused to authorize or has instructed SLA not to perform.

TERMINATION OR SUSPENSION

- .1 In the event of termination, suspension or abandonment of the project, SLA shall be equitably compensated for services performed. If or when the Project is resumed, SLA shall be compensated for expenses incurred in the interruption and resumption of SLA's services. SLA's fees for the remaining services and the time schedules shall be equitable adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of SLA, then SLA may terminate this Agreement by giving not less than seven days' written notice.
- .2 Failure of the Client to make payments to SLA in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SLA to either suspend or terminate services. If SLA elects to suspend services, then SLA shall give seven days' written notice to the Client before suspension of services, SLA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, SLA shall be paid all sums due prior to suspension and any expense incurred in the interruption and resumption of SLA's services. SLA's fees for the remaining services and the time schedules shall be equitable adjusted.

- .3 Either the party may terminate this Agreement after giving no less than seven days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement. Either SLA or the Client may terminate this Agreement upon not less than seven days' written notice for mutual convenience and without cause.
- .4 Termination Expenses are in addition to compensation for SLA's services and include expenses directly attributable to termination for which SLA is not otherwise compensated, plus an amount for SLA's anticipated profit on the value of the services not performed by SLA.
- .5 The Client's rights to use SLA's Instruments of Service in the event of a termination of this Agreement are set under the section Copyrights and Licenses.

PROFESSIONAL PORTFOLIO

- .1 SLA shall have the right to include photographic or artistic representations of the design of the Project among SLA's promotional and professional materials. SLA shall be given reasonable access to the completed Project to make such representations. However, SLA's materials shall not include the Client's confidential or proprietary information if the Clients have previously advised SLA in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for SLA where such credit is appropriate in regards to the Project.

PAYMENTS

- .1 An Initial Payment as noted in Compensation shall be made upon execution of this Agreement and is the minimum payment under this Agreement. The Initial Payment is non-refundable and will be credited to the Client's account.
- .2 Unless otherwise agreed, payments for services should be monthly in proportion to services performed. Payments are due and payable upon presentation of SLA's invoice. Amounts unpaid within 30 days of the invoice date will be considered late and subject to a late fee of 15% of the outstanding balance.
- .3 The Client shall not withhold amounts from SLA's compensation to impose a penalty or liquidated damages on SLA, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless SLA agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

REIMBURSABLE EXPENSES

- .1 Reimbursable Expenses are in addition to compensation for the SLA's services and include expenses incurred by the SLA and SLA's employees and consultants directly related to the Project, as identified in the following Clauses:

- a. Fees paid on behalf of the Client for securing approval of authorities having jurisdiction over the Project.

- b. Out of Town transportation in connection with the Project. Parking fees. Mileage will be charged at the IRS approved rates.
- c. Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service.
- d. Costs incurred by the Architect for legal counsel to review proposed consents, certificates or certifications.

STANDARD SCHEDULE OF IN-HOUSE PRINTING & PLOTTING CHARGES*

Drawing Size	Bond	Color
8½" x 11"	\$0.33	\$1.30
11" x 17"	\$0.66	\$2.58
24" x 36"	\$3.06	\$15.00

(*Printing sizes not listed here will be outsourced and SLA will present receipts to the Client for reimbursement.)

- e. Renderings, Models, Mock-ups, Professional Photography, and Presentation Materials requested by the Client.
- f. SLA's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Client requests such insurance in excess of that normally carried by SLA's consultants.
- g. SLA's Consultant's Fees directly related to the Project.
- h. Other similar direct Project-related expenditures if authorized in advance by the Client.
- .2 Reimbursable expenses will be itemized in each invoice and due with invoice payment. For Reimbursable Expenses as described above the compensation shall be computed as a multiple of one and one tenth (1.10) times the expenses incurred by SLA, and SLA's employees and consultants.
- .3 Any singular Reimbursable Expenses anticipated by SLA to be in excess of \$500 will be approved in advance, in writing by the Client.

Proposal Letter

TO: Sophie Nahrman, Project Manager
Studio Luz Architects
10 Dorrance Street, Suite 700
Providence, RI 02903

FROM: Eric Halvorsen, AICP, Vice President and Principal

DATE: December 13, 2022

SUBJECT: Market Assessment – 4 Middleton Road, Boxford, MA

Thank you for reaching out to RKG Associates regarding your need for a high-level market assessment of potential demand for commercial uses for two town-owned buildings located at 4 Middleton Road, and 188 Washington Street in Boxford, Massachusetts. As RKG understands, the Town is hoping to identify potential options for reusing two currently vacant buildings; a 3,000 square foot building in the historic district and a 2,500 square foot building on Washington Street. RKG's role in the project would be to provide Studio Luz and the Client with a high-level assessment of commercial and retail market demand based on changes in employment and household spending/leakage in the retail and food services sectors.

The following is a scope of services to assist Studio Luz and the Client with this effort:

- a. RKG will undertake a commercial market assessment that quantifies the supply and demand for office users that might be appropriate for the buildings. This analysis will include a review of employment changes in office-related industry sectors in Boxford and the surrounding region.
- b. RKG will conduct a retail gap analysis for Boxford to identify any potential leakage of household spending that could be recaptured to support a retail or food-related use in the buildings.
- c. RKG will conduct a high-level assessment of demographic, household, and housing changes to identify potential opportunities for adding housing supply in Boxford. This could include market rate or affordable housing options.
- d. Based on the findings from the market assessment, RKG will work with Studio Luz to develop a "short-list" of potential commercial options for the buildings. The findings from the market assessment will be described in a brief PowerPoint presentation and delivered to Studio Luz and the Client.

RKG will undertake these tasks for the following fees:

- Market Assessment - \$10,000
- If any meetings are required throughout this process, those will be billed at an hourly rate of \$205/hour.

If the scope and fee are acceptable, please have a representative from Studio Luz sign below and return a copy to me via email.

Thank you and we look forward to working with you on this project.



Eric Halvorsen, AICP
RKG Associates, Inc.



Approved

Studio Liz Architects, Ltd.

Signature

Please print name and title

Date

RKG Associates, Inc.
76 Canal Street, Suite 401
Boston, MA 02114



Signature

Eric Halvorsen, Vice President & Principal
Please print name and title

November 21, 2022
Date



**STU
DIO
LUZ**

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