

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of the 2nd day of August, 2023, by and between the Town of Hingham, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, of 210 Central Street, Hingham, MA 02043 (hereinafter referred to as “Licensor”) and the Hingham Affordable Housing Trust, a municipal trust under M.G.L. c. 44, § 55C, of 210 Central Street, Hingham, MA 02043 (hereinafter referred to as “Licensee”).

Whereas, the Licensor owns and has the care, custody and control of certain property located at 1 Andrews Isle and 211 Hobart Street, Hingham, MA (hereinafter collectively the “Property”); and

Whereas, the Licensee has requested a license to access the Property to conduct certain due diligence regarding the potential uses of said Property by its consultant McSweeney Associates, Inc.;


Now, therefore, in consideration of the mutual promises herein contained the Licensor and Licensee agree as follows:

1. The Licensee shall have the non-exclusive right to enter upon said Property for the following purpose: To perform due diligence by McSweeney Associates, Inc. in accordance with the scope of work attached hereto and incorporated herein as “Exhibit A”.
2. Said due diligence shall be completed within sixty (60) days of the execution of this Agreement.
3. The use of said Property shall be revocable and non-exclusive and the Licensor retains the right to exercise all of its rights in said Property in the future.
4. At the termination of the Licensee’s use of said Property, the Licensee shall vacate and return said Property to the Licensor in the same condition as at the commencement of such use, reasonable wear and tear excepted.
5. The Licensee shall exercise due care to ensure that its employees, vendors, consultants and/or their agents take all necessary and proper safeguards to prevent damage to persons or property at the Property, and, before any entry upon the Property occurs pursuant to this Agreement, the Licensee shall provide to Licensor certificates of insurance from McSweeney Associates, Inc. evidencing general liability and other applicable insurance coverage in amounts acceptable to the Licensor and showing Licensor as an additional named insured.

6. The Licensee shall indemnify and hold the Licensors harmless against all claims, suits, damages, costs, losses, liability and expenses, including reasonable attorney fees, arising in any way out of Licensee's use of said Property.
7. The Licensee shall comply with all laws, statutes and regulations regarding the use of said Property.
8. This Agreement may be terminated at any time, with or without cause, by either party by written notice to the other party.
9. As used herein the term Licensee shall include its employees, vendors, consultants and/or agents and its successors and/or assigns.

Executed as a sealed instrument.

Licensors:
Town of Hingham



Thomas Mayo, Town Administrator
under Section 2(b)(xiv) of Chapter 263 of the Acts of 2016

Licensee:
Hingham Affordable Housing Trust:

John J. Falvey Jr.

Name: John J. Falvey, Jr., Chair
Title:

“Exhibit A”
McSweeney Associates, Inc. – Scope of Work



McSweeney Associates, Inc.

Environmental Engineering Services

Thomas F. McSweeney 1894-1977
Brian McSweeney 1923-2015
Terence K. McSweeney
Colin T. McSweeney

745 Winter Street
Hanson, MA 02341
(781) 826-4571
(781) 570-9381

July 21, 2023

Jennifer Oram
Senior Planner, Town of Hingham
Hingham Town Hall
210 Central Street
Hingham, MA 02043
By email at: Oramj@Hingmah-ma.gov

RE: Site assessments
1 Andres Isle & 211 Hobart Street
Hingham, MA

Dear Ms. Oram,

I write to provide a proposed work scope and budget estimate for activities to assess the development potential of the referenced sites relative to 310 CMR 15.00 ("Title V") and Hingham Board of Health regulations. Although the outline below is provided in individual task specific phases, it is important to note that these tasks must be completed in the provided sequence in order to reach the final conclusions. In other words, task #1 must be completed before task #2 can be initiated, and so on "down the line."

Task #1, public records review – Records available in the offices of the Hingham Board of Health, Conservation Commission, Building Department, Water Department and on line (MassMapper, On-line Soil Survey, etc.) will be reviewed to identify issues of potential importance to this assessment. Two hours each site at \$150.00/hour, TOTAL FOR THIS TASK: \$600.00

Task #2, survey/staking of property corners – On the ground definition of property lines must be completed to ensure that soil testing is conducted in appropriate locations on the subject properties. Activities under this task will be completed by an outside sub-contractor (PLS/RLS) and will be arranged and coordinated by McSweeney Associates, Inc. \$1,200 per site, TOTAL FOR THIS TASK: \$2,400.00

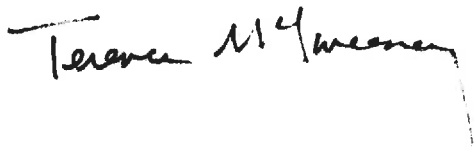
Task #3, wetland flagging/delineation – As both Title V and the “Hingham Board of Health Supplementary Rules and Regulations for the Disposal of Sanitary Sewage” contain required horizontal setback distances from wetlands, the delineation of all wetland resource areas on and in the vicinity of each site is required to ensure that soil testing is completed in appropriate locations. \$500.00 per site, TOTAL FOR THIS TASK \$1,000.00

Task #4, completion of test pits/soil analysis/percolation testing – Test pits will be excavated to allow the collection of data relative to the ability of site soils to accept on-site wastewater disposal systems. This data will include depths and thicknesses of soil layers, and soil layer textures, structures, colors and consistencies. If soil layers are identified which meet the design requirements of Title V, these layers will be subjected to percolation testing according to the procedures described in the regulations. Excavation equipment and operators will be provided by licensed outside sub-contractors to be arranged for and coordinated by McSweeney Associates, Inc. \$2,500.00 per site (including costs for sub-contractors), TOTAL FOR THIS TASK \$5,000.00

Task #5, assimilation of data into report format – The results of these assessments will be incorporated into a report detailing the activities completed and the results obtained. Site maps will be prepared showing the locations of relevant site features, including test pits, wetland resource areas, etc. The report will include a discussion of development potential from the perspective of both State and Town wastewater disposal regulations, with identification of what, if any, variances from those regulations would be required for the construction of Title V systems. \$1,500 per site, TOTAL THIS TASK \$3,000.00

Thank you for the opportunity to provide this work scope and associated costs; we are available to begin work on this project immediately.

Sincerely,
McSweeney Associates, Inc.

A handwritten signature in black ink that reads "Terence McSweeney". The signature is written in a cursive style and is positioned above the typed name and title.

Terence McSweeney, R.S.
President