

## Memorandum of Understanding

Between the

Town of Dedham and the Mother Brook Arts and Community Center

This Memorandum of Understanding (the Agreement) between the Town of Dedham (hereinafter referred to as "the Town") and the Mother Brook Arts and Community Center's Board of Directors (hereinafter referred to as "the MBACC") has been drafted to address several items that will occur based upon the understanding of the parties and that this Agreement shall be supplemental to the Lease document that outlines and defines the terms and conditions regarding the use of the former Avery School. Specifically, the parties have agreed to the following supplemental conditions:

- The MBACC shall have access to the land and buildings located at 123 High Street, effective on January 18, 2013 for the purposes of preparing for their planned use of said property;
- Executive Directors will meet with the Town's Director of Facilities and Maintenance to determine what furniture and other odds and ends are to remain with the Building and what items are to be removed. The Town will remove all unwanted items and debris from the Premises. The estimated time line for completion is thirty (30) days from the approval date of this Memorandum;
- The Town will remove the basketball hoops and poles from paved areas to allow striping of the parking lot. The estimated time line for completion is April or May of 2013;
- The Town will restripe the front lot and stripe the back lot based on the availability of staff to perform such work but not later than ten months from that date that the MBACC occupies the former Avery School property. A copy of the parking lot striping plan prepared at MBACC expense and accepted by the Planning Board has been provided to the Town and has been forwarded to the Public Works Department. The estimated time line for completions is June 1, 2013;
- The Town will disassemble and remove the playground equipment. If the Mother Brook Community Group (MBCG) or any other entity wishes to have the equipment reinstalled at another location, the cost to assemble the same will be borne by others and not by the parties to this Agreement. The estimated time line to complete this work is June 1, 2013;
- The Town has retained the right to use and/or lease a portion of the former Avery School for the installation and maintenance of a telecommunications facility. The landlord will negotiate in good faith with the facility owner/operator to upgrade the electrical service to the building in a manner that will benefit the use of the entire property. These electrical

upgrades will be at no cost to MBACC. To the extent possible, the telecommunications equipment will be located in an area on the property that will not interfere with the intended use of the property by the MBACC. Any required approvals or permits required by the Town to construct the telecommunications facility will be the responsibility of either the telecommunication company or the Town. To the extent possible, the proposed telecommunications use of the property will not take up any of MBACC's defined parking spaces (reference the parking plan described in item three above). It is the collective understanding of the parties that any reduction or alternative use of MBACC's parking spaces could trigger additional review by the Dedham Planning Board. If such review becomes necessary based on the telecommunications use of the property, the cost of such review and any resulting changes to the parking requirements to the parking lot would be borne by either the Town or the telecommunications company.

- Any heating oil remaining in the fuel tank of the former Avery School, at the commencement of the lease, will accrue to the benefit and without cost to the MBACC.

The parties agree to the terms as presented above on this the 17<sup>th</sup> day of January, 2013.

For the Town,

For the MBCAC,

