

Board of Selectmen

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TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

February 2, 2015, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business

1. Presentation – Complete Streets – Chris Kuschel Metropolitan Area Planning Council (MAPC)
2. Discussion/Vote – Millstone Village Regulatory Agreement – MCO Housing Services
3. Update and Discussion – Wastewater and Stormwater Planning Activities
4. Discussion – 2015 Roadway/Sidewalk Plan
5. Discussion/Vote – Service Level Agreement for School Field Maintenance
6. Consideration of March Special Town Meeting Warrant Article – Chapter 90 Road Maintenance Funding To Be Allocated to Route 109 Project
7. Vote – Recommendations on Warrant Articles for March 9, 2015 Special Town Meeting
8. Approval – Class 2 Car Dealer's License Application – Jonathan Henry LLC, 4 Main St
9. Vote of Support or Non-Support – Norfolk County Mosquito Control District Fiscal Year 2016 Budget
10. Discussion – Local Meals Tax
11. Approval – One-Day Alcohol Licenses
 - a. Smith – Thayer House – Feb. 15, 2015
 - b. Schiller – Thayer Homestead – Feb. 28, 2015
 - c. Parsons – Thayer House – Mar. 7, 2015
12. Action Items from Previous Meetings
13. Approval of Warrants

14. Town Administrator's Report

15. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

February 17, 2015 ---- Regular Meeting (holiday week)

March 2, 2015 ---- Regular Meeting

Public Comments

AGENDA

ITEM #1

**Presentation – Complete Streets –
Chris Kuschel, Metropolitan Area
Planning Council**

Associated back up materials attached.

- Draft complete streets policy

Note: The Planning & Economic Development Board has posted a meeting to attend the Selectmen's meeting to hear the presentation.

Town of Medway COMPLETE STREETS POLICY	
Effective Date	TBD
Expiration Date	None
Date Last Revised	
Board of Selectmen Vote to Adopt Policy	TBD
Planning and Economic Development Board Vote to Adopt Policy	TBD

MEDWAY COMPLETE STREETS POLICY

Definition:

Complete Streets is a transportation policy and design approach to ensure that all modes of transportation are considered, designed and operated to provide safety, comfort, and accessibility for all users of a community’s streets, trails, and transit systems, including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, and emergency vehicles and for people of all ages, abilities, and income levels. The **Complete Streets** approach integrates people and the unique characteristics of space in the planning, design, construction, operation, and maintenance of transportation networks. Furthermore, **Complete Streets** principles contribute toward enhanced safety, health, economic viability, and quality of life in a community by improving the pedestrian and vehicular environments in order to provide, safe, accessible, and comfortable means of travel between and among home, school, work, recreation, and retail destinations. **Complete Streets** also further equity objectives by providing safe forms of travel for residents of all income levels.

Examples of **Complete Streets** initiatives:

- Bike lanes, signage and pavement markings
- Clearly designated crosswalks
- Handicapped accessible curb cuts and sidewalks
- Sidewalks
- Traffic calming measures
- Street lighting
- Benches
- Trash receptacles
- Trees/plantings
- Audible pedestrian crossing signals, warning lights and countdown clocks
- Bike racks
- Bus shelters
- Walking paths and trails to connect subdivisions

Background:

Oregon enacted the first *Complete Streets*-like policy in the United States in 1971, requiring that new or rebuilt roads must accommodate bicycles and pedestrians, and also calling on the state and local governments to fund pedestrian and bicycle facilities in the public right-of-way. Since then, at least 26 additional state legislatures have adopted *Complete Streets* laws and a nationwide movement was launched in 2005 with the establishment of the National Complete Streets Coalition. The Coalition reports that over 650 jurisdictions at the local, regional and state level have adopted *Complete Streets* policies and executive orders or established internal policies since 2005.

In 2014, the Massachusetts Legislature approved Senate Bill 68/HB 3091 which established a Complete Streets Certification Program. The legislation also authorized \$3 - \$5 million in planning and infrastructure funding to cities and towns which achieve *Complete Streets* certification. The Massachusetts Department of Transportation is presently developing *Rules and Regulations* to implement the certification and funding program and the Metropolitan Area Planning Council (MAPC) is providing technical assistance to communities in its region to consider and develop *Complete Streets* policies. Within the metropolitan Boston region, the Towns of Littleton, Maynard, Acton, Reading, and Middleton and the cities of Salem, Somerville, and Everett have already adopted *Complete Streets* policies or bylaws.

Vision and Purpose:

The purpose of the Town of Medway's *Complete Streets Policy*, therefore, is to make a consistent effort to consider and undertake measures to accommodate all users by creating a roadway network that meets the needs of a wide variety of individuals utilizing a variety of transportation modes. It is the intent of the Town of Medway, to the maximum extent reasonable and practical, to plan, design, operate, and maintain streets so that they are safe for users of all ages, all abilities and all income levels as a matter of routine. This *Policy* directs Medway decision-makers to consistently plan, design, construct, and maintain streets to accommodate all anticipated users including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles, and freight and commercial vehicles.

Medway's *Complete Streets* policy is consistent with the Transportation Goals and Objectives outlined in the 2009 Medway Master Plan as follows:

- Increase the number of sidewalks and trails
- Increase pedestrian safety
- Create bike lanes on main thoroughfares through Medway

The Town believes that a *Complete Streets Policy* can help promote a healthier lifestyle for its residents by providing safe walking and bicycling alternatives to driving and by offering expanded opportunities for increased physical activity. *Complete Streets* embodies the progressive and forward thinking perspective and policies the Town of Medway has adopted in recent years. Implementation of the *Complete Streets Policy* will lead to a stronger sense of community as a result of enhanced connectivity between and among residents, businesses, community resources and recreational facilities.

Core Commitment:

The Town of Medway recognizes that all users of various modes of transportation, including, but not limited to, pedestrians, cyclists, transit and school bus riders, motorists, delivery and service personnel, freight haulers, and emergency responders are all legitimate users of the Town's roadways and deserve safe facilities. "*All Users*" includes users of all ages, abilities, and income levels.

The Town recognizes that all roadway projects – including new construction, maintenance and reconstruction – are potential opportunities to apply ***Complete Streets*** design principles. The Town will, to the maximum extent reasonable and practical, design, construct, maintain, and operate all streets to provide for a comprehensive and integrated street network of facilities for people of all ages and abilities.

Complete Streets design recommendations shall be incorporated into all publicly and privately funded projects, as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the Town of Medway, as well as projects funded by the State and Federal government, including but not limited to Chapter 90 funds, Transportation Improvement Program (TIP), the MassWorks Infrastructure Program, Community Development Block Grants (CDBG), capital budget funding, and other state and federal funds for street and infrastructure design shall adhere to the Town of Medway ***Complete Streets Policy***. Private developments and related roadway design components shall also adhere to the ***Complete Streets*** principles. In addition, to the extent practical, state-owned roadways will comply with the ***Complete Streets*** Policy, including the design, construction, and maintenance of such roadways within Town boundaries.

Town Departments, in consultation with a ***Complete Streets*** Working Group (described below), will use best judgment regarding the desirability and feasibility of applying ***Complete Streets*** principles for routine roadway maintenance and projects, such as repaving, restriping, and so forth.

Transportation infrastructure projects, including but not limited to roadway reconstruction, roadway reconfigurations, or subdivisions may be excluded from the ***Complete Streets Policy*** upon approval by the ***Complete Streets Working Group***, where documentation and data indicate that any of the following apply:

1. Roadways where certain specific users (pedestrians, bicyclists, etc.) are prohibited by law, such as interstate freeways or pedestrian malls. An effort will be made, in these cases, for accommodations elsewhere.
2. Cost or impacts of incorporating ***Complete Streets*** principles are excessively disproportionate to the need or probable future use.
3. Other Town policies, regulations, or requirements contradict or preclude implementation of ***Complete Streets*** principles. This might include initiatives the Town must undertake to address forthcoming federal and state mandates regarding stormwater management.

Best Practices:

The Town of Medway **Complete Streets Policy** focuses on developing a connected and integrated street network that serves all users. **Complete Streets** principles will be integrated to the maximum extent reasonable and practicable into the Town's policies, planning, and design of all types of public and private roadway projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects. As practicable, recommendations from the **Complete Streets Working Group** for incorporating **Complete Streets** elements will occur in projects' beginning stages prior to design. With new private developments, this can be accomplished through pre-application meetings with prospective developers.

Complete Streets principles include the development and implementation of projects in a context-sensitive manner in which project implementation is sensitive to the community's physical, economic, environmental, and social settings. There is no absolute or singular design prescription for implementing Medway's **Complete Streets Policy**. Each street is unique and must be viewed within the context of its surroundings and purpose. A **Complete Street** in Medway will look different from a **Complete Street** in Newton or a **Complete Street** in a rural area in the Berkshires. The context-sensitive approach to process and design includes a range of goals giving significant consideration to the community's values. It includes goals related to livability with greater participation of those affected in order to gain project consensus. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historical, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

Implementation of the Town of Medway's **Complete Streets Policy** will be carried out cooperatively within and among all relevant departments in the Town of Medway and, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

The Town of Medway recognizes that **Complete Streets** may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time.

The latest design guidance, standards, and recommendations available will be used in the implementation of Medway's **Complete Streets Policy**, including but not limited to the most up-to-date versions of:

- The Massachusetts Department of Transportation Project Design and Development Guidebook
- The United States Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Design Controls
- The Architectural Access Board (AAB) 521CMR Rules and Regulations
- Documents and plans created for the Town of Medway, including but not limited to:
 - Medway Master Plan
 - Medway Department of Public Services Roadway/Sidewalk Improvement Plan
 - Medway Open Space and Recreation Plan
- Sustainable Neighborhood Road Design – A Guidebook for Massachusetts Cities and Towns. American Planning Association/Mass Chapter and Home Builders Association of Massachusetts

- Low Impact Development Toolkit. Metropolitan Area Planning Council (MAPC)
- Smart Growth/Smart Energy Toolkit – Low Impact Development. Massachusetts Executive Office of Energy and Environmental Affairs.

Implementation:

The Town shall:

- make **Complete Streets** practices a routine part of the Town of Medway’s everyday operations to the maximum extent reasonable and practicable;
- approach every transportation project and program as an opportunity to improve streets and the transportation network for all users; and
- work in coordination with Town departments and other public agencies and jurisdictions to implement **Complete Streets** measures throughout the community.

A **Complete Streets** Working Group comprised of members of relevant departments and existing committees will be created to implement this initiative. Members of the **Complete Streets** Working Group shall be appointed by the Town Administrator. The **Complete Streets** Working Group will be a multidisciplinary team and members will include the following representatives or their designee:

- Board of Selectmen
- Council on Aging Director
- Department of Public Services (DPS)
- Health Department or Board of Health
- Planning Department or Board
- Director of Community and Economic Development
- Building Commissioner
- Town Administrator
- Police
- Citizen representative

A key function of the **Complete Streets Working Group** will be to increase communication and forge partnerships between and among the various stakeholders. The focus of this **Group** will be ensuring the implementation of the **Complete Streets Policy** and, where necessary, altering existing practices and overcoming barriers that may act as impediments to implementation. In addition, this **Group** will regularly update and solicit feedback on potential projects with the general public to ensure that the perspectives of the community are considered and incorporated, as appropriate.

The **Complete Streets Working Group**, in conjunction with relevant Town departments, shall integrate to the maximum extent reasonable and practicable **Complete Streets** principles in all new planning documents such as updates to the Medway Master Plan and the Open Space and Recreation Plan and into bylaws, procedures, rules and regulations, guidelines, programs, and templates. The **Group** will make recommendations for revisions to the Town’s zoning bylaw and the Planning and Economic Development Board’s subdivision and site plan rules and regulations in line with their existing timeline for updates.

The Town will seek out appropriate sources of funding and grants for implementation of its **Complete Streets Policy**. The **Complete Streets Working Group** will establish project priorities for grant funding and coordinate the preparation of grant applications for State and other funding opportunities.

The Town shall maintain a comprehensive inventory of pedestrian and bicycle facility infrastructure that will highlight projects that eliminate gaps in the sidewalk and bikeway network.

The Town will evaluate projects within the Capital Improvement Plan to encourage implementation of this **Complete Streets Policy**.

The Town will secure training for pertinent Town staff and decision-makers on both the technical content of **Complete Streets** principles and best practices, as well as community engagement methods for implementing the **Complete Streets Policy**. Training may be accomplished through workshops and other appropriate means including opportunities through the Bay State Roads **Complete Streets** workshop program.

The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.

Evaluation of Effectiveness:

The **Complete Streets Working Group** will develop performance measures to periodically assess the rate, success, and effectiveness of implementing Medway's **Complete Streets Policy**. The Working Group will determine the frequency of assessment and utilize appropriate metrics for analyzing the success of this policy. These metrics may include but are now limited to:

- the total distance of newly installed bicycle lanes
- the linear feet of new pedestrian accommodation
- number of retrofitted pedestrian facilities or amenities
- number of new street trees planted
- number of trail or sidewalk connections made between residential and/or commercial developments
- number of intersection improvements made to improve Level of Service (LOS) and safety for vehicles, pedestrians and bicyclists
- rate of crashes by mode
- rate of children walking or bicycling to school, and/or number of trips by mode.

These metrics will be compiled into a report by the **Working Group** and presented as needed, but no less than annually and may be included in the Town's Annual Report.

Evaluation of Complete Streets Policy:

The Complete Streets Working Group will evaluate the policy on a bi-annual basis and update it as the Town's experience and State program evolves.

AGENDA

ITEM #2

Discussion/Vote – Millstone Village Regulatory Agreement – MCO Housing Services

Associated back up materials attached.

- Millstone Village budget; Percentage Interest in Common Areas; Calculation of Percentage Interest
- Memo from Community Housing Coordinator
- Draft agreement

Proposed motion: I move that the Board authorize the Chairman to execute the *Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project* with Millstone Village as presented.

Millstone Village
Medway, Massachusetts
Condominium Budget
(Projected)

Expense Items	Budget	Notes:
Landscaping	\$ 44,000	\$550/Unit/year
Snow Removal	\$ 24,000	\$300/Unit/year
Reserves	\$ 24,000	10% of Budget
Insurance - Building Replacement, General Liability, D&O, Fidelity	\$ 56,000	\$700/Unit/year
Utilities - Common Lighting, Water, Facilities	\$ 9,000	\$750/month
Rubbish	\$ 20,000	\$250/Unit/year
Management Fees	\$ 19,200	\$20/month/unit
Administrative Expenses - Postage, Tax Prep, Accounting	\$ 1,800	
Maintenance - Common Areas	\$ 16,000	\$200/Unit/year
Maintenance - Unit Exteriors	\$ 16,000	\$200/Unit/year
Miscellaneous	\$ 10,000	
TOTAL PROJECTED EXPENSES	\$ 240,000	
Monthly Condominium Fees - Market - Single	35	\$294
Monthly Condominium Fees - Market - Duplex	18	\$248
Monthly Condominium Fees - Market - Triplex	19	\$234
Monthly Condominium Fees - Affordable	8	\$100
Projected Revenue	\$240,000	

Notes:

(1) The Millstone Village Medway Condominium ("Condominium") is the organization of unit owners responsible for the maintenance, repair, and operation of the common areas and facilities of the Condominium pursuant to the Master Deed to be recorded in the Norfolk County Registry of Deeds. The amounts set forth in this budget are estimates as no operating information is available for the property in its new status as a condominium. The estimated charges are for illustration only. Neither the developer/declarant nor the original Board of Governors guarantees or warrants that such charges will be equivalent to charges to be actually incurred by the Unit Owners. The budget is an estimate only and is subject to errors, omissions and adjustments based on charges actually incurred in the cost of actual operation of the Condominium. Other charges not categorized may be inserted as necessitated in the operation of the Condominium.

(2) At the time each Unit is initially deeded by the declarant, a fund equivalent to two month's of common charges applicable to each respective Unit shall be collected by the Condominium Board of Governors to establish a working capital fund.

(3) The percentage ownership interest in the condominium have been estimated based upon the anticipated sales prices at the development. The final percentage ownership interest for the condominium shall be established upon the conveyance of the last unit at the Condominium.

Daniels Village Medway
Estimated Percentage Interest in Common Areas
at Full Build-Out

<u>UNIT STYLE</u>	<u>PERCENTAGE INTEREST</u>
Single	1.47
Duplex	1.24
Triple	1.17
Affordable Units	0.50

Daniels Village Medway
Calculation of Percentage interest at full Build Out

Base Price Assumptions:

Singles: \$475,000
 Duplex: \$399,000
 Triple: \$379,000
 Affordable: \$166,000

UNIT TYPE	BASE	X	# UNITS (of that style)	=	TOTAL
Single	475	X	35	=	16,625
Duplex	399	X	18	=	7,182
Triple	379	X	19	=	7,201
Affordable	166	X	8	=	1,328
S(sum of all)			80	S=	32,336

Step 2: Calculation of Percentages:

UNIT Type	100	x	BASE	÷	"S" (sum)	=	Unit %
Single	100	x	475	÷	32,336	=	1.47
Duplex	100	x	399	÷	32,336	=	1.23
Triple	100	x	379	÷	32,336	=	1.17
Affordable	100	X	166	÷	32,336	=	0.51

Step 3: My rounding and confirmation of totals:

UNIT TYPE	ROUNDED PERCENTAGE	x	# of Units	=	TOTAL
Single	1.47	x	35	=	51.45
Duplex	1.24	x	18	=	22.32
Triple	1.17	x	19	=	22.23
	0.50	x	8	=	4.00
TOTAL					100.0000%



Medway Community Housing Coordinator

Date: January 14, 2015
To: Medway Board of Selectmen
From: J. Douglas Havens
Affordable Housing Trust
(774)292-1456 dhavens@townofmedway.org
RE: Millstone Village Regulatory Agreement

At the January 5 Board of Selectmen's meeting, signature of the Millstone Village Regulatory Agreement was conditioned upon three items:

1. Receipt of a letter of recommendation from the Affordable Housing Trust and Committee
2. Assurances regarding the applicability of local preference and lottery selection of the initial homeowners;
3. An investigation into the determination of Home Owner Association Fees.

To wit:

LETTER OF RECOMMENDATION - The AHC/AHT recommendation for selectmen authorization of Millstone's Regulatory Agreement is attached.

LOCAL PREFERENCE - Local preference pertains only to initial sales, and is allowed for up to 70% of a project's affordable units at the discretion of DHCD. The classification of "local" now applies only to current residents and employees of local businesses, recently excluding non-resident parents and offspring.

Typically, request for local preference and the required materials substantiating its need are submitted with the developer's LAU application to DHCD as a condition of the municipality's special or comprehensive permit. The condition can only require the request for local preference as allowed by law.

Approval of the application, as evidenced by the issuance of a Regulatory Agreement, indicates incorporation of any requested local preference as contained in the project's Marketing Plan as attached to its LAU Application. **(Millstone's local preference is allowed by inference with the regulatory agreement in question.)**

HOME OWNER/CONDO ASSOCIATION FEE - There is considerable controversy surrounding this issue, reflecting the tension between long-term affordability interests and potential erosion of goodwill among Association members.

Without getting into the finer distinctions between homeowner and condo associations, the rate of ongoing monthly-fees related to affordable unit sales are determined by the developer and proposed as part of its LAU application to DHCD. To be approved, the

initial Affordable condo sales price and fee are set so they and other “costs of living” amount to 1/3 of a household’s income.

Consequently, a “market-rate” fee acts to lowers the maximum allowed selling price. As the cash-flow of a household’s relatively fixed income is steered away from fixed rate mortgage payments toward variable fees, affordable owners become increasingly susceptible to untenable increases in their cost of living, whether due to unavoidable macroeconomic circumstances, increased maintenance expenses or discretionary association spending.

The worst-case scenarios of fee increases, even proportionately adjusted, can trap affordable homeowners between unsustainable lifestyles and a unit resale price subsequently less than their original purchase cost. Besides damaging outcomes for the households intended to benefit from the program, these situations threaten the property’s continued functionality as an affordable unit, and unit’s with older deed restrictions forfeit listing in the SHI

Alternatively, an “affordable” fee (and a lesser percentage of common ownership) tends to stabilize long-term affordability by minimizing escalation of monthly expenses over the long-term. In these worst-case scenarios, the monthly fee amounts to an ongoing subsidy of the affordable units’ shared expenses. Some situations can fuel discontent within neighborhoods, whether based on fiscal concerns or rooted in social attitudes, and can result in costly, protracted litigation and disruption of the basic advantages offered by aggregate living.

While it is in developers’ financial interest to set a minimal fee, thereby maximizing the affordable sale price and decreasing their unit net-loss, these are not the sole factors affecting a developer’s deliberations. Increasingly savvy shoppers are avoiding high fees and these units tend to linger unsold, while at the same time, strengthening negative feedback from residents of prior developments is thought to be motivating the standardization of fees at market-rate levels.

Additional considerations policy-makers should be mindful of:

- ~ All parties buying into common-ownership communities are informed of the presence of affordable units and related financial arrangements before purchase (though the consequences may not be evident);
- ~ Fees are related to ownership interests in common assets which are used as a basis of financing and use restrictions. Once set, any changes to fees must apply proportionately and subsequent attempts to standardize rates are likely indefensible.
- ~ There are conditions in the deed restrictions of affordable homes affecting the occupancy, use, resale, re-financing and betterment of units.

- ~ Changes in the financial circumstances of affordable home owners do not affect their property interests or the terms or nature of their deed restriction.
- ~ Affordable renters must consistently income-qualify on the anniversary of their leases.



TOWN OF MEDWAY
Affordable Housing Trust
Affordable Housing Committee

Ann Sherry, *AHT Chair* - Robert Ferrari, *AHT Chair* - Douglas Havens, *Community Housing Coordinator*

1/8/15

Dennis Crowley
Chair, Board of Selectmen

Mr. Chair:

In keeping with prior actions and findings in the matter of Millstone Village, the majority vote of the members of the Affordable Housing Committee and Affordable Housing Trust, at a duly conducted joint meeting held today, respectfully recommend that the Board execute the Regulatory Agreement as approved by DHCD and presented for execution at the 1/5/15 Selectmen's meeting.

So attested by the Chairs,

Robert Ferrari, AHT

Ann Sherry, AHT



December 17, 2014

Dennis Crowley
Chair, Medway Board of Selectmen
155 Village Street
Medway, MA 02053

RE: Regulatory Agreement for Millstone Village

Dear Mr. Crowley:

Enclosed are three copies of the Regulatory Agreement for Millstone Village. These documents need to be signed and notarized before the marketing can begin on the eight affordable units. We are trying to get the documents signed by years end and recorded. The Regulatory Agreement has been reviewed and approved by the Town through Susan Affleck-Childs and Doug Havens the Community Housing Coordinator.

Once you have signed each copy please mail all three original copies to:

Steven Venincasa
P.O. Box 1205
Westborough, MA 01581

A copy of the executed Regulatory Agreement will be mailed to you when complete. Please call me should you have any questions at 978-456-8388.

Thank you for your quick response.

Sincerely,

A handwritten signature in black ink that reads 'Maureen M. O'Hagan'. The signature is written in a cursive, flowing style.

Maureen M. O'Hagan
MCO Housing Services

Enclosures

Cc: Susie Affleck-Childs – Planning and Economic Dev. Coordinator
Doug Havens – Community Housing Coordinator
Barbara St. Andre – Town Counsel
Alex Para, Esquire

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of _____ 2014 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Medway ("the Municipality"), and Millstone Builders LLC, a Massachusetts limited liability company, having an address at 1 Golden Court, Westborough, Massachusetts 01581, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Millstone Village at a 51-acre site off Lovering Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 80 condominium units/detached dwellings (the "Units") and 8 of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____ of the Low and Moderate Income Units shall be one bedroom units;
8 of the Low and Moderate Income Units shall be two bedroom units;
_____ of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units - 700 square feet
two bedroom units - 900 square feet
three bedroom units - 1200 square feet
four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. The Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the _Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider

in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall

cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. Intentionally Omitted

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable,

the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the

approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Medway
Planning Board
155 Village Street
Medway, MA 02053

Town of Medway
Town Administrator
155 Village Street
Medway, MA 02053

Town of Medway
Community Housing Coordinator
155 Village Street
Medway, MA 02053

Project Sponsor: Millstone Builders LLC
1 Golden Court
Westborough, Massachusetts 01581

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider

containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD

may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement by providing written notice of such delegation to the Project Sponsor and the Municipality and acceptance by the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR
Millstone Builders LLC

By: _____
Steven F. Venincasa,
its Manager

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
its Associate Director

MUNICIPALITY
Town of Medway Board of Selectmen

By: _____
its _____

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

CONSENT TO REGULATORY AGREEMENT

Re:

Millstone Village
(Project name)

Medway, MA
(City/Town)

Millstone Builders LLC
(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book 32460, Page 306, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the Mortgage it shall comply with the terms and conditions hereof.

Southbridge Savings Bank

By: [Signature]
its President & CEO

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Worce, ss.

Sept 23, 2014

On this 23rd day of September, 2014, before me, the undersigned notary public, personally appeared Todd M. Tallman, proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on the preceding document, as President & CEO of Southbridge Savings Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



[Signature]
Notary Public
Print Name: JAMES A. SANDAGATO
My Commission Expires: 4/3/2020

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

EXHIBIT A

Re:

Millstone Village
(Project name)

Medway, MA
(City/Town)

Millstone Builders LLC
(Project Sponsor)

Property Description

the land in Medway, Norfolk County, Massachusetts, shown as Parcels A & B on a plan of land entitled, "Plan of Land Medway, Massachusetts (Norfolk County), Scale 1" = 100', March 18, 2014, Owner: Betty Ann McCall-Virnaglia, Prepared By: GLM Engineering Consultants, Inc.," which plan is recorded with the Norfolk County Registry of Deeds at Plan Book 632, Plan 76-79.

Said Parcel A contains 30.61 acres, more or less, according to said plan.

Said Parcel B contains 20.40 acres, more or less, according to said plan.

Being the same premises granted to Project Sponsor by deed recorded with said Registry in Book 32460, Page 303.

EXHIBIT B

Re:

Millstone Village
(Project name)

Medway, MA
(City/Town)

Millstone Builders LLC
(Project Sponsor)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	Sale Price	Condo Fee	% Interest
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ <u>170,000</u>	\$100__	.50__
Three bedroom units	\$ _____	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers _____ on:

- a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.
- floor plans recorded with the Master Deed of the _____ Condominium recorded with the _____ Registry of Deeds in Book _____, Page _____.

EXHIBIT C

[TO BE REPLACED BY BLANK DEED RIDER]

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

***For Projects in Which
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200_. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200_.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

AGENDA

ITEM #3

**Update and Discussion –
Wastewater and Stormwater
Planning Activities**

No associated back up materials.

AGENDA

ITEM #4

Discussion – 2015 Roadway/Sidewalk Plan

Associated back up materials attached.

- Current plan

ROADWAY PAVING PROJECTS

FY2015 Roadway Funds

	<u>Article Funds</u>	<u>Ch. 90 Funds</u>
Carryover	\$ 656,919	\$ 258,682
Chapter 90 Pending FY'15		\$ 603,507
Articles:	\$ 650,000	
Village Street Water Funds	\$ 168,707	
Adams Street Water Funds:	\$ 155,725	
Chapter 90 Winter Recovery		\$ 60,342
Total Available Budget:	\$ 1,631,351	\$ 922,531

Projects Completed/In Process

Chapter 90 Winter Recovery		\$ 60,342
West Street	\$ 685,600	
Virginia Rd Drainage	\$ 12,500	
Kenney Drive	\$ 41,300	
Walker St	\$ 9,400	
Large Patch Repairs-Var. Main Roads	\$ 127,600	
Holliston/Wildbrook Crackseal	\$ 13,400	
Sidewalk-Oakland/Main/Design	\$ 4,400	
Adams St.	\$ 42,500	
Spent:	\$ 936,700	\$ 60,342
Available:	\$ 694,651	\$ 862,189

Proposed 2015 (Updated 1/29/15, still under review)

Village St - reclaim Main to Cottage	\$ 510,000	
Village St - mill Cottage to Millis Line	\$ 687,000	
Adams St - reclaim	\$ 468,000	
Various Patch Repairs*	\$ 50,000	
Brundages Corner Drainage/Repair	\$ 268,000	
Oakland/Main Sidewalk	\$ 450,000	
Equipment		\$ 29,000
RT 109 Design		\$ 200,000
RT 109 Appraisal/ROW Acquisition		\$ 400,000
Total Proposed:	\$ 2,433,000	\$ 629,000
Grand Total Proposed:	\$ 3,062,000	

* Seasonal work will be adjusted to not overspend.

FY2016 Roadway Funds

Carryover:	\$ 694,651	\$ 862,189
Estimated Chapter 90 FY'16		\$ 603,507
Proposed Articles	\$ 700,000	
Total Available Budget:	\$ 1,394,651	\$ 1,465,696
Grand Total Potential Budget:	\$ 2,860,347	

Streets listed have a pavement condition index of 50 or lower as of spring 2014. All roads need to be reassessed before final plans are made. With certainty, roads will be added and removed from this list.

Several roads are being evaluated for future water main replacement. Resurfacing should be delayed until final plans are made.

Projects Proposed

Funding Source

ALGONQUIN AVENUE	TBD
AZALEA DRIVE	TBD
BROKEN TREE ROAD	TBD
CAROL LANE	Water Mains Future
CIDER MILL ROAD	TBD
CLARK STREET	TBD
COFFEE STREET	TBD
COLE AVENUE	TBD
DOGWOOD LANE	TBD
GORWIN DRIVE	Water Mains Future
HIGHLAND STREET	Water Mains Future
HILL STREET	TBD
INDIAN CREEK ROAD	TBD
KAREN AVENUE	Water Mains Future
LEE LANE	Water Mains Future
LONGMEADOW LANE	TBD
LOVERING STREET	TBD
MAIN STREET	State Project Partial
MALLARD DRIVE	TBD
MANSION STREET	TBD
MAPLE STREET	Water Mains Future
MEMORY LANE	TBD
MERYL STREET	Water Mains Future
OAK STREET	TBD
PADDOCK LANE	TBD
PINE NEEDLE DRIVE	TBD
ROBIN CIRCLE	Water Mains Future
SADDLE HILL ROAD	TBD
SANFORD STREET	TBD
VIRGINIA ROAD	Water Mains Future
WARDS LANE	TBD
WILDWOOD ROAD	TBD
CLAYBROOK FARMS II	P&EDB BOND
CRESTVIEW AVENUE	***
GABLE WAY	***
HOLLISTON STREET	***

*** Possible Rubber Chip Seal Treatment

Other Work

Sidewalk Design		\$	20,000
Sidewalk Construction-Oakland St.	(Not estimated yet)	\$	120,000
Sidewalk Construction-North St.	(Not estimated yet)	\$	80,000

AGENDA

ITEM #5

Discussion/Vote – Service Level Agreement for School Field Maintenance

Associated back up materials attached.

- Draft SLA

Proposed motion: I move that the Board approve the Service Level Agreement for school field maintenance as presented.

OPERATIONS, MAINTENANCE AND SCHEDULING PLAN MEDWAY PUBLIC SCHOOLS ATHLETIC FIELDS AND GROUNDS

With the anticipated completion of new synthetic turf fields, and a desire to enhance the overall appearance of our fields, as well as public schools grounds, an agreement to address the operations, maintenance and scheduling responsibilities of these facilities is hereby adopted. The intent of this plan is to provide clear delegation of responsibilities and identification of cost allocations, and to transfer the care, custody and operational and policy management of the South and Hanlon Fields to the Medway Parks Commission.

SCHEDULING AND PERMITTING RESPONSIBILITIES

The high school teams will have a full scheduling preference for the use of these fields during the school year as described here. The timing shall be Monday through Friday, from 2:00 p.m. through 5:45 p.m. for both the fall and spring seasons. The fall season starts on the 3rd Monday in August and continues through Thanksgiving Day. During the fall season, the time of use for the North Field is extended to 6:30 on Tuesdays and Wednesdays to accommodate the high school football practice schedule. The North Field is open for use after 5:00 p.m. on Mondays and Fridays. Hanlon Field is reserved for high school games until 9:00 p.m. on all weekdays. Non-game nights can be booked for use through the field scheduling process. Hanlon Field will also be reserved on Saturdays for high school practices from 8:00 a.m. to 1:00 p.m. If it is not being used, that time slot will be available for use by youth groups or rentals.

When the North Field is being utilized for high school sports practices until 6:30 p.m., the South Field will be made available for youth sports and/or rentals commencing at 6:00 p.m.

The spring season starts on the 3rd Monday in March and continues through June 1st.

From 6:00 p.m. on daily, and at all times on weekend days, except as noted above, the Parks and Recreation Commission will have the authority to schedule all three fields and recreational areas for use by other groups, giving first priority to high school games and in-town youth sports organizations.

The scheduling and permitting of these fields and all community recreational areas shall be administratively completed by a part-time administrative assistant who shall be budgeted through and supervised under the Department of Public Services. This position shall be located at the Medway High School, and may provide assistance to the Athletic Director, as time and circumstances allow. The Director of Public Services may relocate this position if operational needs so demand.

The Parks and Recreation Commission will have sole authority to create policies for the management of these fields, as well as the use and rental of these fields to other

organizations. The commission will work in conjunction with the school athletic department relative to the scheduling of school athletic events.

The Parks and Recreation Commission and the Medway High School Athletic Department will work together to insure that these guidelines as they apply to athletic fields are adhered to.

FIELD MAINTENANCE RESPONSIBILITIES

Effective with the date of this agreement, all care, custody and control of the Medway High School fields complex (Hanlon and South Fields), including all buildings, structures and appurtenances thereon, shall be placed under jurisdiction of the Medway Parks and Recreation Commission for all operations including the development of operational policies and procedures.

The Department of Public Services will be responsible for maintenance of all municipal fields and recreational areas, including those located at or on Medway Public Schools.

Said maintenance referred to above shall include the following, which will be performed on an as-needed basis as required to maintain suitable playing conditions (for game fields) or general aesthetics, as applicable:

- a. Mowing, seeding/loaming, fertilizing, weeding, pest management.
- b. Irrigation (where built-in systems exist).
- c. Periodic grooming of synthetic turf fields.
- d. Pre-season preparation of fields to the satisfaction of the Athletic Director (AD), who shall communicate with DPS officials at least one month in advance of each playing season for all fields for which such pre-season preparation is necessary.
- e. Scheduling of all equipment and contracted labor used in the performance of the above tasks, as well as the maintenance of all town equipment. Equipment previously purchased by the Medway Public Schools for field and grounds maintenance shall be transferred to the Department of Public Services for their use during the duration of this agreement. Storage of said town equipment may be located at school locations if it is determined by DPS that operationally it is appropriate to do so.
- f. Any other additional tasks not listed above as determined by the Department of Public Services and/or the parks commission to be necessary to achieve the desired objectives.

School department responsibilities related to the operations of MPS athletic fields shall be as follows:

- a. Weekday/weeknight security and sanitary operations, including opening and closing access points, including the Coakley Building, lighting, restroom upkeep and cleaning, etc., shall be performed by currently scheduled school custodial staff until 11:00 pm.
- b. School custodial staff will be responsible for the same services on weekends, with costs charged to the program/entity utilizing the field(s).

SCHOOLS GROUNDS MAINTENANCE

The Department of Public Services will be responsible for the following:

- a. Mowing and maintenance of all grass areas adjacent to school buildings.
- b. Mowing and maintenance of grass area inside Mustang Drive at Medway Middle School (MMS).
- c. Trimming, pruning and shaping all trees, bushes and plantings on school property as required.
- d. Planting, watering, mulching, pruning, weeding, raking, etc. of landscaped areas adjacent to school buildings, including inside Mustang Drive at MMS.
- e. Sweeping of all driveways and parking lots.
- f. Continued plowing, including ice control measures, of all driveway and parking lots at Medway's Public Schools. This shall NOT include snow and ice control measures upon and on any sidewalk or entry way of any school building, with said responsibility remaining with the Medway Public Schools. Control and maintenance responsibilities of parking lots shall also continue to be the responsibility of the school department.
- g. It is understood that the Schools' Facilities Director shall meet with the Department of Public Services at least on a quarterly basis to discuss and plan for school grounds short and long term needs, including annual capital planning.

FINANCIAL CONSIDERATIONS

- a. All fees and revenue generated by the use of the town's athletic fields, including all concession stand revenue, shall be deposited in the Parks Revolving Fund. Expenditures from this fund shall be made under the overall oversight of the parks commission but managed by the director of public services, or designee.

- b. Gate receipts from Medway High School sporting events at Hanlon Field will be collected and managed by the high school in the Athletic Revolving Fund.
- c. Any costs for non-routine field and/or grounds maintenance items on school property, including signage, structures, or athletic equipment shall be the responsibility of the Medway Public Schools.
- d. Costs for annual maintenance shall be part of the Department of Public Services budget. As part of the initial FY'2016 budget, it shall be determined if any additional cost sharing requirements and/or transfers are necessary between the MPS and DPS to ensure short and long term successes.
- e. MPS and DPS/Parks officials shall meet annually to discuss plans involving capital improvements and submit requests in a timely manner to the town's CIPC.
- f. MPS and DPS/Parks officials shall meet annually to discuss plans involving capital improvements and submit requests in a timely manner to the town's CIPC.

PROGRAM COLLABORATION AND COORDINATION

MPS and DPS/Parks officials shall meet prior to the development of each fiscal year budget, as well as each playing season (i.e., fall and spring), to discuss issues involving the performance of tasks outlined in this agreement, and to maintain appropriate and effective lines of communication. In the event that further clarification of roles and responsibilities are necessary, they shall first be brought, in the order stated, to the joint attention of the following parties:

- a. The Director of Public Services (DPS/Parks) and the School Business Director (MPS); if unresolved, then:
- b. The Town Administrator and Superintendent of Schools; if unresolved, then:
- c. The Board of Selectmen, Parks Commission, and School Committee.

Chair, Medway School Committee

Date Voted: **January 22, 2015**

Chair, Medway Board of Selectmen

Date Voted: _____

Chair, Medway Parks Commission

Date Voted: _____

Date of Agreement: _____, **2015**

AGENDA

ITEM #6

Consideration of March Special Town Meeting Warrant Article – Ch. 90 Road Maintenance Funding to Be Allocated to Rt 109 Project

Associated back up materials attached.

- Draft article prepared by Town Counsel

Proposed motion: I move that the Board re-open the March 9 Special Town Meeting warrant, add the proposed article and to close the warrant.

ARTICLE __ : To see if the Town will vote to accept and reserve or to transfer from available funds allocated to the Town under Chapter 90 of the General Laws, or other state acts, the sum of \$400,000.00 to acquire by gift, grant, or eminent domain those interests in real estate necessary for highway construction and improvements to Route 109, and to take any other action relative thereto.

AGENDA

ITEM #7

**Vote – Recommendations on Warrant
Articles for March 9, 2015 Special Town
Meeting Warrant**

Associated back up materials attached.

- Warrant with Rt 109 article included

**TOWN OF MEDWAY
WARRANT FOR MARCH 9, 2015
SPECIAL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway Middle School Auditorium, 45 Holliston Street**, on **Monday, March 9, 2015** at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (McGovern School Window/Door Replacement)

To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Medway Public Schools for the purpose of replacing obsolete windows and doors at the McGovern School at 9 Lovering Street, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which the Town has applied for a school construction grant from the Massachusetts School Building Authority (“MSBA”). The Town acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA’s Board of Directors votes to invite the Town to collaborate with the MSBA on this proposed repair project, any project costs the Town incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the Town.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Home Rule Petition – Redevelopment Authority)

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for a special act providing that legislation be adopted in the form set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court; and provided further that the Board of Selectmen be authorized to approve amendments which shall be within the scope of the general public objectives of the petition:

SECTION 1. Notwithstanding the provisions of General Laws chapters 121B and 79 or any other general or special law to the contrary, the Town of Medway Redevelopment Authority, when acquiring land or any interest therein by eminent domain in accordance with said General Laws chapters 121B and 79, shall be subject to the provisions of this Act.

SECTION 2. If the Town of Medway Redevelopment Authority is unable, upon reasonable investigation, to determine the name of any person entitled to damages awarded on account of the acquisition of land or any interest therein which it acquires by eminent domain under General Laws chapter 79, section six, the Town of Medway Redevelopment Authority, notwithstanding the provisions of General Laws chapter 79, section 7D, shall not be required to set aside any funds on account of any damages awarded to such person; provided that, when the person entitled to such amount or any portion thereof satisfies the Redevelopment Authority of his right to receive it, the Redevelopment Authority shall, after such notice as it may order, order such amount or portion thereof to be paid to him forthwith.

SECTION 3. Notwithstanding the provisions of General Laws chapter 79, section 7E, if any check issued in accordance with General Laws chapter 79, section 7B remains unclaimed by any person entitled thereto for a period of sixty days after notice in accordance with General Laws chapter 79, section 7C, such check shall be withdrawn and the funds retained by the Redevelopment Authority; provided that, when the person entitled to such amount or any portion thereof satisfies the Redevelopment Authority of his right to receive it, the Redevelopment Authority shall, after such notice as it may order, order such amount or portion thereof to be paid to him forthwith.

SECTION 4: The Town of Medway Redevelopment Authority shall not be required to comply with the provisions of General Laws chapter 79, section 40 when acquiring land or any interest therein by eminent domain.

SECTION 5: The provisions of this act shall apply to all eminent domain takings made by the Medway Redevelopment Authority, if any, prior to the effective date of this act.

SECTION 6. This act shall take effect upon its passage.

or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Transfer: Veterans' Benefits)

To see if the Town will vote to transfer the sum of \$30,000 from the Fiscal Year 2015 Unemployment Compensation Account to the Fiscal Year 2015 Veterans Benefit Account, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Transfer: Health Care Reimbursement Account)

To see if the Town will vote to transfer the sum of \$25,000 from the Fiscal Year 2015 Health Insurance Account to the Health Care Reimbursement Account authorized by Town Meeting as Article 17 of the June 13, 2011 Annual Town Meeting, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Chap. 90 Funding Allocation to Rt. 109 Project)

To see if the Town will vote to accept and reserve or to transfer from available funds allocated to the Town under Chapter 90 of the General Laws, or other state acts, the sum of \$400,000.00 to acquire by gift, grant, or eminent domain those interests in real estate necessary for highway construction and improvements to Route 109, and to take any other action relative thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

AGENDA

ITEM #8

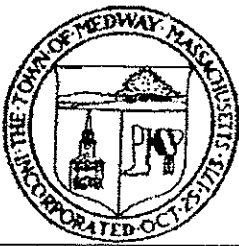
**Approval – Class 2 Car Dealer’s License
Application – Jonathan Henry LLC, 4
Main St**

Associated back up materials attached.

- Class 2 application

Note: Applicant has all appropriate Town sign offs for the proposed business

Proposed motion: I move that the Board grant a Class 2 license to Jonathan Henry LLC.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053

(508) 533-3264 • FAX: (508) 321-4988

Class I, II, III Motor Vehicle Application

Application Fee N/A - Licensing Fee: \$100 per year

12/18/14

Date

Class I:

Class II:

Class III:

Name of Applicant: Jonathan deMont

Address of Applicant: 44 Kenilworth Rd

Arlington, MASS 02476

Social Security #: _____ or Federal ID #: _____

Business Name: JONATHAN HENRY LLC

Business Address: 4 main st Kenilworth MA

Name of Proposed Establishment: Oakland Sales

Days & Hours of operation: M-F 9-5

Property Owner: Robert Potheau

Are you engaged principally in the business of buying, selling or exchanging motor vehicle? Yes

Is your principal business the sale of new motor vehicles? No

Is your principal business the buying and selling of second hand motor vehicles? Yes

Do you have a repair facility on premises? Yes: No:

If No, provide address of repair facility below:

NOTE: Copy of a contractual repair agreement must be provided before license is issued. The Town of Medway must be notified within 21 days of any changes to this agreement. Repair facility must be an enclosed structure with an interior workspace. a). length must exceed by ten feet the length of the longest motor vehicle subject to repair b). width must exceed by five feet the widest motor vehicle subject to repair.

Is your principal business that of a motor vehicle junk dealer? No

If Class II License, do you (Check all that apply):

- Sell used cars only
- Rent or lease autos with incidental sale to the public or
- Conduct auctions.

Give a complete description of the premises (Lot & Building sq. ft.) (Number of cars/parking spaces):

4 MAIN St Suite A PARKING AS APPROVED IN
SITE PLAN.

Parking Plan Attached : Site Plan Attached :

Are you a recognized agent of a motor vehicle manufacturer ? Yes: No:

If Yes, state the name of manufacturer: _____

Do you have a signed contract as required by Ch. 140, section 58, Class I? Yes: No:

Have you ever applied and/or received a license to deal in second hand motor vehicles or parts?

Yes: No:

If Yes , in what city/town: Boston, MASS

Do you have a similar business at any other location? Yes: No:

If Yes, list business names & addresses: _____

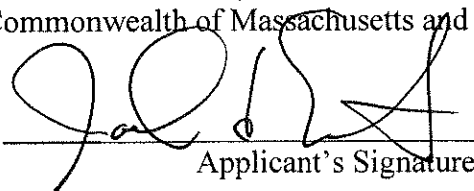
Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts ever been suspended or revoked? (MGL Ch. 140) Yes: No:

NOTE:

Proof of \$25,000 Bond required for all Class II License. Attached:

Proof of Workers Compensation Insurance required for all licenses. Attached:

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owned to the Commonwealth of Massachusetts and to the Town of Medway have been paid:


Applicant's Signature

BUILDING DEPARTMENT _____ Date
Medway Town Hall

TREASURER _____ Date
Medway Town Hall

FIRE DEPARTMENT _____ Date
44 Milford Street

POLICE DEPARTMENT _____ Date
315 Village Street

Date of this notice: 01-09-2015

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

JONATHAN HENRY LLC
OAKLAND SALES
% JONATHAN DANFORTH DEMONT SOLE MBR
44 KENILWORTH RD
ARLINGTON, MA 02476

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-2736593. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is JONA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

MASSACHUSETTS USED CAR DEALER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Jonathan Henry LLC

of 4 Main St. Medway MA 02053,

as Principal, and

NGM Insurance Company

4601 Touchton Rd East Ste 3400 Jacksonville, FL 32245-6000,

authorized to do business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto

Town of Medway Town Offices 155 Village St Medway, MA 02053

as Obligee, for the benefit of all natural persons who suffer loss as defined by Chapter 140, Section 58 of the General Laws as amended by Chapter 422 of the Acts of 2002, by reason of purchase of a motor vehicle from the said Principal, in the sum of

Twenty Five Thousand and 00/100

(\$25,000.00), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assignees, jointly and severally, firmly be these presents.

Whereas the said Principal is a Dealer having an established place of business at

4 Main St. Medway MA 02053

in the Commonwealth of Massachusetts, and is required to furnish a bond in accordance with Chapter 140, Section 58.

Now, therefore, the condition of this obligation is such that if the said Principal shall faithfully observe the provisions of Chapter 140, Section 58, then this obligation shall be void and of no effect; otherwise it shall remain in full force and virtue. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

The Foregoing Agreement is Subject to the Following Conditions and Limitations:

- Section 1. Recovery Against this bond may be made by any natural person who obtains a final judgment in court against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. No suit may be maintained to enforce any liability on the bond unless brought within one year after the event giving rise to the cause of action.
- Section 2. Notice of any suit under this bond must be made in writing to the Obligee (written acknowledgement of receipt of said notice by the Obligee to be prima facie evidence of compliance with this requirement of notice).
- Section 3. The Surety may cancel said bond by giving thirty (30) days notice in writing by U.S. First Class mail to the Obligee and this bond shall be deemed cancelled.

Effective this 9th day of January, 2015.

Witness
Kim A. Galie

Jonathan Henry LLC (Seal)

By *Jonathan deMont*
Principal Jonathan deMont
Member

Witness
Arum Jurd

NGM Insurance Company (Seal)

By *Michael P. Scotti*
Surety Michael P. Scotti Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That the NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Michael P. Scotti its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-836675 dated January 9, 2015, on behalf of **** Jonathan Henry LLC **** in favor of Town of Medway for Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of the NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013

NGM INSURANCE COMPANY By:



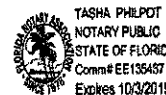
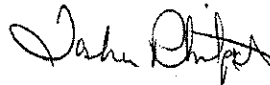
Bruce R Fox
Vice President, General Counsel and Secretary



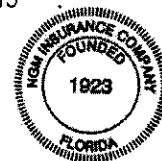
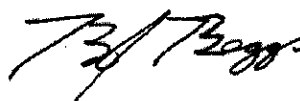
State of Florida,
County of Duval

On this 20th day of March, 2013 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 20th day of March, 2013



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. *IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 9 day of January, 2015



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-603-358-1343**.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

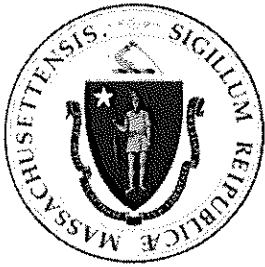
AGENDA ITEM #9

Vote of Support or Non-Support – Norfolk County Mosquito Control District FY16 Budget

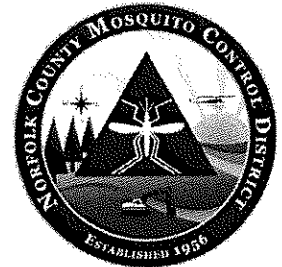
Associated back up materials attached.

- District's budget materials

Proposed motion: I move that the Board vote to support the district's FY16 budget and the Town's estimated proportionate share as provided by the district.



THE COMMONWEALTH OF MASSACHUSETTS
The State Reclamation and Mosquito Control Board
NORFOLK COUNTY MOSQUITO CONTROL DISTRICT
61 Endicott Street, Building #34, Norwood, MA 02062
(781) 762-3681 fax: (781) 769-6436
www.NorfolkCountyMosquito.org



ROBIN L. CHAPPELL **NORMAN P. JACQUES** **MAUREEN P. MACEACHERN** **LINDA R. SHEA** **RICHARD J. POLLACK, PHD**
Commissioners

DAVID A. LAWSON
Director

CAROLINE E. HAVILAND
Field Operations Manager

Narrative Memo for Justification of the NCMCD FY 2016 Proposed Budget. September, 2014

The Norfolk County Mosquito Control District is proposing a 2.5% budget increase over FY2015, to \$1,669,691. [Approved at the August 28th 2014 Commission Meeting.]

Primary factors in this proposed budget increase are as follows.

- 1) The District is in the middle of fulfilling a 5 year Fleet Management Plan that involves replacing 2 of the many older and high mileage vehicles per fiscal year. The Fleet Management Plan has already seen the replacement of 2 of the Districts aging ULV spray trucks in FY 2013, 3 replacements for FY 2014, and 2 replacements are budgeted for current FY 2015. Even after these replacements, some of the oldest trucks still will be 14 years old and in serious need of replacement. Therefore, two vehicle replacements are budgeted for FY 2016.
- 2) Employee COLA and pay increases with the accompanying fringe costs, remain a continuing year to year cost increase.
- 3) Retirement costs:

The unfunded liability of the Norfolk County Retirement System (NCRS) grew substantially since 2010, principally due to the 2008 financial crisis.

For the NCRS to maintain the 2031 funding schedule, The NCMCD has absorbed a 10% direct cost increase in the current FY 2015 budget and will continue to budget for 10% increases that will be assessed through 2019 or until a new valuation dictates a change.

Retirement System Units will not see an exact increase of 10% due to early retirement incentives and payroll increases different than the system as a whole. Flexible budgeting is required.

- 4) The District will be contemplating a move to a new location, early in FY 2017. This move will likely entail significant one time capital and ongoing operating budget increases. Rent will certainly increase; possibly more than double the current rates. Costs to move equipment and

to furnish a new location are unknown. It behooves the District to maintain its rollover funds to the maximum amount allowed each year, so as to create a large buffer for the time when this potential move occurs.

- 5) The District attempts to keep a significant rollover fund each year in anticipation of potential floodplain aerial larvicide applications.
- 6) No new hires are projected at this time, though the District needs to backfill one Field Technician position to better meet field work demands. This may be considered, if FY 2015 expenses are below expectations.
- 7) Other than minor adjustments up or down, most other expense categories will remain basically level or contain only minor estimated increases due to normal inflationary cost increases.

David Lawson, Director
The Norfolk County Mosquito Control District

FY2015 SPENDING PLAN & FY2016 MAINTENANCE ESTIMATE & BUDGET REQUEST

DISTRICT NAME / ACCOUNT #

Date:

Updated:

	FY15	FY16
Supplemental Budget		
Prior Year Rollover:		
Certified Budget Amt / Request:	\$1,628,967.00	\$1,669,691.00
Total Funds:	\$1,628,967.00	\$1,669,691.00

Object Code	Description	FY15 Est	FY16 Est	NOTES:
	FTE Count:	11.00	11.00	
AA	Payroll Actuals Summary:	\$0.00	\$707,555.00	
A01	Salaries: Inclusive		\$697,555.00	
A07	Shift Differential Pay			
A08	Overtime Pay		\$10,000.00	
A13	Vacation-In-Lieu			
	Salary Increases / COLA			
	New Hires:			
AXX	Other			
BB	Travel Summary:	\$0.00	\$10,400.00	
B01	Out of State Travel		\$3,000.00	
B02	In-State Travel		\$2,500.00	
B05	Conf Train Registration Memb		\$2,000.00	
B08	Industrial Clothing & Uniforms		\$900.00	
B10	Exigent Job Related Expenses		\$2,000.00	
BXX	Other			
CC	Seasonal Employees Summary:	\$0.00	\$29,560.00	
C04	Contracted Seasonal Employees		\$29,560.00	
CXX	Other			
DD	Fringe / Pension Actuals / Summary	\$0.00	\$260,885.00	
D09	Fringe & Payroll Tax		\$119,435.00	
D15	Workers Comp		\$200.00	
D20	County Pension / Retirement		\$130,000.00	
DXX	Other		\$11,250.00	
EE	Admin Costs Actuals / Summary	\$0.00	\$20,120.00	
E01	Office & Admin Supplies		\$2,500.00	
E02	Printing Expenses & Supplies			
E04	Central Reprographic Chgbk			
E06	Postage		\$300.00	
E12	Subscriptions & Licensing Fees		\$120.00	
E13	Advertising Expenses		\$400.00	
E14	Exhibits/Displays		\$400.00	
E15	Bottled Water		\$400.00	
E19	Fees, Licenses, Permits & Chrgbks		\$13,000.00	
E32	Tort Claims Liab Mgnt Reduc Fd			
EE2	Conf, Training & Registration		\$3,000.00	
E42	In-State Travel			
E43	Job Related Tuition			
EXX	Other			
FF	Lab/Materials/Vehicle - Summary:	\$0.00	\$6,600.00	
F05	Laboratory Supplies		\$2,000.00	
F09	Clothing & Footwear		\$3,000.00	
F11	Laundry & Cleaning Supplies		\$600.00	
F13	Farm & Garden Supplies			

F19	ManufactureSupply &Raw Materials		
F24	Vehicle Maint & Repair Parts		\$1,000.00
FXX	OTHER		
GG	Lease / Utilies / Fuel - Summary:	\$0.00	\$101,300.00
G01	Space Rental		\$69,300.00
G03	Electricity		\$10,000.00
G05	Fuel For Vehicles		\$22,000.00
G06	Fuel for Buildings / Heat Oil		
G11	Natural Gas		
GXX	Other		
JJ	Program Operational Summary:	\$0.00	\$24,800.00
J25	DPH Testing		\$20,000.00
J27	Laundry Services		
J62	Board Memb Exps		\$4,500.00
JJ2	Auxiliary Services		\$300.00
JJ3	Security Costs		
KK	Programmatic Equipment - Summary:	\$0.00	\$45,000.00
K04	Vehicle Equipment		\$42,000.00
K07	Office Furnishings		\$1,000.00
K11	Heavy Equip, Trucks, Spray Equip		\$2,000.00
KXX	OTHER		
LL	Program Rentals /Heavy Equip Maint	\$0.00	\$33,300.00
L24	Vehicle Rental		\$4,000.00
L25	Office Equipment Rental or Lease		
L26	Printing / Copy Equip Rent/Lease		\$1,300.00
L44	Vehicle Equipment Maint/Repair		\$20,000.00
L46	Print/Copy Equip Maint/Repair		
L51	Heavy Equipment Maint/Repair		\$7,000.00
L63	Program Equip Maint & Repair		\$1,000.00
LXX	OTHER		
NN	Facility / Tools / Pesticide Summary:	\$0.00	\$450,900.00
N14	Haz Waste Removal		\$400.00
N50	Facility Maint/Repair		\$2,000.00
N52	Facility Maint & Repair Tools		\$5,000.00
N64	Pesticides, Garden Tools&Supplies		\$300,000.00
N70	Cleaners/Janitors		\$2,500.00
N72	Exterminator / Aerial Spray		\$140,000.00
N73	Waste Removal Serv Non-Hazard		\$1,000.00
NXX			
UU	IT / Phone Costs - Summary:	\$0.00	\$7,000.00
U01	Telecommunication Serv - Data		\$1,000.00
U02	Tele Voice Services		\$3,000.00
U03	Software & IT Licenses		\$1,000.00
U05	Info Tech Professionals		
U06	Info Tech Cabling		
U07	Info Tech Equipment		\$2,000.00
U09	Info Tech Equip Rental /Lease		
UXX	OTHER		
	Misc Spending Credits		
	Credits Insurance / Discounts		
	Supp Funds Credit Pesticides		
	Supp Funds Spending Pesticides		
	Total:	\$0.00	\$1,697,420.00



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Commissioners

DAVID A. LAWSON
Director

CAROLINE E. HAVILAND
Field Operations Manager

December 1, 2014

Michael Boynton, Town Administrator
Town of Medway
155 Village Street
Medway, MA 02053

Dear Mr. Boynton:

Your community is one of 25 serviced by the Norfolk County Mosquito Control District ("The District"). A Board of five commissioners ("The Commission"), appointed by the State Reclamation and Mosquito Control Board (SRMCB), debates and approves budgets and expenditures, establishes policy, and ensures that the District operates in a manner consistent with the best interests of the member communities.

In compliance with SRMCB policy, The Commission has set a date for our annual public budget meeting for Tuesday, January 13, 2015, at 8:30 am at Walpole Town Hall, main meeting room. (Snow date is January 20, 2015, same time and location). You are invited to this meeting where our proposed FY 2016 budget will be reviewed.

Regardless of attendance at the Budget meeting, your attention to the following is imperative. To gauge the extent of support for the proposed FY 2016 District budget (see attached), the SRMCB has also mandated that The Commission request the Mayor or Chief Executive Officer of each community to indicate his/her support or non-support for the budget as proposed. The SRMCB has provided form SRB-3 (attached) for you (or your designee) to complete. **Please return form SRB-3 before April 15th.**

If you have any questions, please feel free to call me.

On behalf of the Commission,

David Lawson, Director

Enclosures

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources
State Reclamation and Mosquito Control Board

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



DEVAL L. PATRICK
Governor

MAEVE VALLELY BARTLETT
Secretary

GREGORY C. WATSON
Commissioner

MEMBERS

Lee Corte-Real, **Chairman**
Department of Agricultural
Resources (DAR)

Bruce Hansen
Department of Conservation
And Recreation (DCR)

Gary Gonyea
Department of Environmental
Protection (DEP)

OPERATIONS

Alisha Bouchard
Executive Director

Jennifer Forman Orth
Environmental Biologist

Alex Gill
Finance Manager

**MOSQUITO CONTROL
PROJECTS & DISTRICTS**

Berkshire County Mosquito
Control Project

Bristol County Mosquito
Control Project

Central Massachusetts
Mosquito Control Project

Cape Cod Mosquito
Control Project

East Middlesex Mosquito
Control Project

Norfolk County Mosquito
Control District

Northeast Massachusetts
Mosquito & Wetland
Management District

Plymouth County Mosquito
Control Project

Suffolk County Mosquito
Control Project

Massachusetts Mosquito Control Budget Notification & Compliance Certification Policy

(Revised 3/4/10; 10/27/10; 12/-14/11; 2/3/14; 10/22/14)

The State Reclamation and Mosquito Control Board (the "Board") oversees mosquito control in Massachusetts under the authority granted by MGL Chapter 252 and the several Acts of the Legislature creating mosquito control projects (the "Districts"). The Board's authority includes the important responsibility to certify District budgets. Since the Districts' budgets (with the exception of East Middlesex Mosquito Control Project) are not voted on by the member communities, the Board must review and certify District budgets to ensure that an appropriate level of funding is available to implement the work and improvements undertaken by the Districts under the authority of the Board.

Prior to FY 2002, funding for the Districts and the Board had been subject to appropriation by the Legislature and listed as line items within the budget of the Department of Food and Agriculture (DFA) budget, now the Massachusetts Department of Agricultural Resources (MDAR). Thereafter, funding for mosquito control has been by assessing proportionately each District's member cities and towns as deductions from local aid, as reported on the Cherry Sheet (the official notification from the Massachusetts Commissioner of Revenue of state aid and assessments to cities, towns, and regional school districts in the upcoming fiscal year).

For FY 2002 and thereafter, District budgets have no longer been subject to appropriation. Instead, the Districts submit their proposed budgets to the Board for review and certification to the Office of the Comptroller the amount determined by the Board to satisfy statutory funding standards. After the budgets are certified by the Board, a proportionate share of the total District budget is deducted from each member municipality's local aid distribution* and deposited in an account administered by the Board.

Thus, state funding of the Districts and the Board now functions as "trust fund" expenditures, which are reviewed and certified by the Board to insure that expenditures for the fiscal year do not exceed related assessments.

***The Board's funding as deemed necessary to the state reclamation board's successful operation works in the same manner for the purpose of carrying out its mandate pursuant to the state mosquito control statute (Chapter 252, section 5A of the MGL). It is not an assessment to each district. Instead, it is an independent assessment made directly to the member communities and therefore need not be included in Mosquito District Operational Budgeting procedures.**

Massachusetts Mosquito Control Budget Notification & Compliance Certification Policy

Since the Board is required by law to certify the amounts to be deducted from local aid, it is the duty of the Board to assure itself that the member communities support the proposed District budgets. Ultimately, the Board must make certain that the budgets are an appropriate use of public money through a transparent process and with an appropriate expression of support by the member cities and towns.

To this end, it is the policy of the Board, in making its certification and approval of Districts budgets, **to require that each District:**

1. Invite the public to a meeting to be held on or before March 1st of each year in which the Districts preliminary proposed budget and work plans for the upcoming mosquito season are presented and discussed, and notice of the meeting shall be published as prescribed in Forms SRB-1 and SRB-2. A regularly scheduled Commission meeting may meet this requirement if the proposed preliminary budget and work plans for the upcoming season are presented and discussed and the meeting is published to allow sufficient public notice and held on or before March 1st of each year. This particular Commission meeting must be filed in the Environmental Monitor.
2. Send a copy of the meeting invitation and District preliminary proposed budget to the Chief Administrative Officer*, the Chief Executive Officer*, to the Finance Committee of each member municipality having a Finance Committee, and to the Board; and, if requested by any of the above, to attend a meeting to explain the proposed budget and to answer questions.
3. Make available the District preliminary budget to local public officials and citizens in each member municipality in a format that reveals cost categories such as salaries, expenses, travel, equipment, supplies, etc., along with breakdowns for two previous years of budget for comparison purposes.
5. Publish and mail Form SRB-1 and SRB-3 as directed, and to complete and return Forms SRB-2 and SRB-3 to the Board as evidence of compliance with this policy.

The Board is confident that this policy will facilitate the Board's budget certification responsibility by ensuring that each District budget has been thoroughly vetted at the local level through a transparent process.

The Board will give strong consideration to the expression of local support for the budget as proposed. Accordingly, Board will deem unanimous local approval as a compelling basis for it to certify the budget as proposed; and at a minimum, certification of the budget as proposed can be reasonably expected by the District if the Board receives concurrence by **two-thirds (2/3)** of the member cities and towns. **For the foregoing, Form SRB-3, attached, shall be signed by the chief executive officer of the city or town or their designee and returned to the Board.**

Massachusetts Mosquito Control Budget Notification & Compliance Certification Policy

If, notwithstanding local approval or absence of objections, the Board determines to certify a budget that is lesser than the amount proposed, it shall have the burden of stating a compelling basis for certifying the lesser amount. In carrying out its responsibilities of reviewing and certifying the district budget, the Board will weigh carefully all local input and balance this with responsibility to insure that the funding for the District will adequately support control of mosquitoes.

In order to finalize its certification in the shortest time possible and to facilitate communications between the District and member municipalities, the Board has established the following budgetary activities timeline:

- a. **August/September:** The District(s) submit with spending plans the proposed preliminary budget estimate for the coming fiscal year to the *Finance Manager*. The preliminary budget estimate must have attached a clear and concise narrative that documents anticipated spending and provides rationale for the proposed preliminary budget estimate if it exceeds a level funding amount as required by the Executive Office of Administration and Finance.
- b. **September/October:** The *Finance Manager* forwards proposed preliminary budget estimates including but not limited to other spending information such as narratives, historical funding data, balance forward data to the *Executive Director* and Board.
- c. **October/ November/December:** The Board reviews District's proposed preliminary budget estimates. The Board will initiate discussions, pose questions, request clarification at meetings on an as needed basis.
- d. **December/January** (prior to Governor's House 1 budget posting): The *Executive Director* submits to the Department of Revenue, Division of Local Services (DOR) the District's proposed preliminary budget estimates in order to prepare estimated cherry sheet assessments to be published in the Governor's House 1 Budget.
- e. **February-April:** The Board further reviews budgets and can deliberate on an as needed basis and or at its regularly scheduled meetings.
- f. **May-June:** The Board, at its annual budget meeting, votes formally to certify final Districts total budget amount and the *Executive Director* submits to DOR.

*As defined by Chapter 4, Section 7 of the Massachusetts General Laws;

"Chief administrative officer", when used in connection with the operation of municipal governments, shall include the mayor of the city and the board of selectmen in a town unless some other local office is designated to be the chief administrative officer under the provisions of a local charter.

"Chief executive officer", when used in connection with the operation of municipal governments, shall include the mayor in a city and the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

District Name: Norfolk County Mosquito Control District

**NOTICE OF PUBLIC MEETING TO PRESENT AND DISCUSS
ITS PRELIMINARY PROPOSED BUDGET FOR FY2016**

Notice is hereby given that the Norfolk County Mosquito Control District (the "District") will hold an informational public meeting at the time and place indicated below in order to present and discuss the District's preliminary proposed budget for **FY2016**, and to receive comments and answer questions from the public and local public officials in connection therewith.

1. Date: January 13th, (snow date January 20th) **[not later than March 1st]**
2. Time: 8:30 am
3. Location: Conference room at Walpole Town Hall, School Street, Walpole, MA 02081
4. A copy of the District's preliminary proposed budget is available for inspection during regular business hours at the following location: 61 Endicott St, Building #34, Norwood, MA 02062
5. **The total preliminary dollar amount that the District is proposing for FY2016 is \$1,669,691. The chart found below highlights the preliminary budget request by the district for the coming year with pertinent budget information that fully describes the "total trust fund account" budget amount available for the District to expend in FY2016.**

A. District Name	B. Number of Employees	C. FY2016 Preliminary Proposed Budget Amount	D. FY2016 % Increase towards Operating Budget	E. FY2016 % Increase towards Capital Budget	F. FY2016 Total % Increase Over Certified FY2015 Budget (Add D + E)	G. FY2015 Estimated Balance Forward /Rollover Amount	H. FY2015 Actual Budget Revenues	I. FY2016 Total Funding Available in Trust Account (Add C + G)
Norfolk County Mosquito Control District	11	\$1,669,691	2.4%	0.1%	2.5%	\$139,634	\$1,628,967	\$1,809,325

6. The member municipalities within the District together with each municipality's estimated proportionate share thereof expressed both as a percentage and as a dollar amount, are as set forth on Form SRB-1, Page 2. **As of the date of this notice, the District is comprised of 25 municipalities as listed on Form SRB-1, Page 2.**

If the composition of the District changes because one or more municipalities join or withdraw from the District, the total preliminary budget will be adjusted pro rata.

7. Copies of the preliminary proposed budget will be available for inspection at the meeting, at which reasonable time will be accorded to those in attendance to ask questions and to offer comments. *Comments may also be sent directly to the Board via the Executive Director by April 15th.*

8. A copy of this Notice, together with a copy of the preliminary budget proposed, has been delivered or mailed to the Chief Administrative Officer, Chief Executive Officer, to the Finance Committee of each member municipality having a finance committee, and to the State Reclamation and Mosquito Control Board.

**District Name: Norfolk County Mosquito Control District
FY2016 Proposed Cherry Sheet Assessments Estimates
Based on the preliminary proposed District budget
(2014 Equalized Valuations)**

Name of Municipality	% of Total Budget	District Share Amount*	State Reclamation Mosquito Control Board Share Amount*	Total Assessment Estimate*
Avon	1.1%	18,234	675	18,909
Bellingham	3.5%	59,253	2,192	61,445
Braintree	5.0%	84,240	3,117	87,357
Canton	5.5%	91,137	3,372	94,509
Dedham	3.8%	63,445	2,347	65,792
Dover	3.4%	57,541	2,129	59,670
Foxborough	4.2%	70,086	2,593	72,679
Franklin	6.5%	108,510	4,015	112,525
Holbrook	1.6%	26,691	988	27,679
Medfield	3.5%	57,934	2,144	60,078
Medway	2.6%	42,976	1,590	44,566
Millis	2.0%	32,750	1,212	33,962
Milton	4.5%	75,575	2,796	78,371
Needham	5.6%	94,068	3,481	97,549
Norfolk	2.6%	43,791	1,620	45,411
Norwood	3.9%	64,746	2,396	67,142
Plainville	2.1%	34,347	1,271	35,618
Quincy	7.7%	127,951	4,734	132,685
Randolph	3.2%	54,207	2,006	56,213
Sharon	4.6%	77,422	2,865	80,287
Stoughton	4.4%	73,156	2,707	75,863
Walpole	5.4%	90,523	3,349	93,872
Westwood	3.8%	62,704	2,320	65,024
Weymouth	6.0%	99,777	3,692	103,469
Wrentham	3.5%	58,628	2,169	60,797
	100%	1,669,691	61,780	1,731,471

*Assessment estimates are preliminary and will only be finalized after the State Reclamation & Mosquito Control Board budget certification meeting held annually in May/June.

AGENDA

ITEM #10

Discussion – Local Meals Tax

Associated back up materials attached.

- Information provided by Finance Director

LOCAL OPTION MEALS EXCISE
Chapter 27, §§ 60 and 156 of the Acts of 2009
Adding General Laws Chapter 64L
Effective for sales of restaurant meals on or after October 1, 2009

A city or town may now impose an excise of .75% on the sales of restaurant meals originating within the municipality by accepting G.L. c. 64L, § 2(a). As with the existing local option room occupancy excise, the DOR will collect the local meals excise at the time it collects the state tax on the sale. Therefore, the local excise applies to all meals subject to the state sales tax. A community may not vary the rate or the meals subject to the excise.

The DOR will distribute the collections to the city or town on the same quarterly schedule that applies to the local room occupancy excise. G.L. c. 64L, § 2(b). The distribution schedule is found in Attachment A. A community may dispute its distribution by notifying the DOR, in writing, within one year of the distribution. G.L. 64L, § 2(b).

To assist in the administration of the excise, the DOR may provide cities and towns with certain information, including the total collections in the prior year and the identity of vendors collecting the tax locally. G.L. c. 64L, § 2(d).

Acceptance Procedure

Acceptance of the local option meals excise is by majority vote of the municipal legislative body, subject to local charter. To accept G.L. c. 64L, § 2(a), the following or similar language may be used:

VOTED: That the city/town of _____ accept G.L. c. 64L, § 2(a) to impose a local meals excise.

Acceptance Effective Date

A community's acceptance of the local meals excise becomes operative on the first day of the next calendar quarter after the vote, provided that date is at least 30 days after the vote to accept. If not, the acceptance becomes operative on the first day of the second quarter after the vote. **As a result, October 1, 2009 is the earliest an acceptance can become operative for FY10. A community must accept on or before August 31, 2009 in order for the DOR to begin collecting the excise on that date.**

For the start dates of each quarter and last date an acceptance vote will take effect for that quarter, please see the schedule in Attachment A.

A city or town may make the acceptance operative at the start of a later quarter by including the later start date in the vote ("to take effect on January/April/July/October 1, 2__.")

Notification Requirements

(1) Notice of Acceptance

The city or town clerk must notify the Municipal Data Management/Technical Assistance Bureau within the DLS whenever the statute is accepted or rescinded. (“Notification of Acceptance/Rescission–Meals Excise”). The notice is to be submitted **within 48 hours** of the vote. **Without timely notice, the DOR cannot begin collecting the excise for the city or town.**

(2) List of Restaurants

After the clerk notifies the DLS of the community’s acceptance, the local licensing board or official will be asked to verify the restaurants or other establishments that serve meals in the community. The verified information will be used by the DOR to notify vendors of their obligations to collect and pay over the local excise and to ensure that sales are properly sourced to the community. More detailed instructions will be provided, but local officials should be prepared to review and verify this information on an expedited basis.

Revenue Estimates

Within the next few weeks, the DOR expects to **release estimates** of the amounts each city or town could collect from imposing the local meals excise. At that time, we will provide further information about the use of meals excise revenue as an estimated receipt in the FY10 tax rate. **No community will be allowed to use new local meals excise revenues in the FY10 tax rate, however, unless it has accepted the statute before the rate is set.**

LOCAL OPTION EXCISE TIMETABLE

FY QUARTER	QUARTER START DATE	ACTION DEADLINE	DISTRIBUTION DATE	REVENUE COLLECTED DURING
Q1	July 1	May 31 ¹	September 30	June, July, August
Q2 ²	October 1	August 31	December 31	September, October, November
Q3	January 1	December 1	March 31	December, January, February
Q4	April 1	March 1	June 30	March, April, May

¹ Latest date to accept or amend in order to implement for full fiscal year. In first year, community will receive collections from July – May (11 months). Community will receive full year collections thereafter.

² Earliest Quarter acceptances or amendments can become operative for FY10. If community implements in this quarter, it will receive collections from October – May (8 months) during FY10.

Medway Projected:			
	DOR CURRENT REVENUE ESTIMATE FOR YR		
Medway	147,966.76		

TOWN	ADOPTED MEALS TAX?
FRANKLIN	YES
MEDFIELD	YES
MILLIS	YES
NORFOLK	YES
WRENTHAM	YES
BELLINGHAM	YES
ASHLAND	YES
HOLLISTON	NO
SHERBORN	YES
FOXBORO	YES
MILFORD	NO
MEDWAY	NO

MEALS TAX REVENUES-ACTUALS			
	Effective Date	Fiscal Year	TOTAL REVENUES RECEIVED
FRANKLIN	10/1/2009	2010	239,644.92
		2011	347,217.25
		2012	419,219.00
		2013	461,823.00
		2014	468,515.00
		2015 YTD	122,205.00
MEDFIELD	9/1/2014	2015 YTD	7,916.00
MILLIS	1/1/2010	2010	28,046.12
		2011	62,858.05
		2012	84,441.00
		2013	92,383.00
		2014	91,759.00
		2015 YTD	24,610.00
NORFOLK	7/1/2010	2010	0.00
		2011	41,716.65
		2012	51,926.00
		2013	53,552.00
		2014	54,156.00
		2015 YTD	13,814.00
WRENTHAM	1/1/2010	2010	76,404.17
		2011	217,770.67
		2012	242,725.00
		2013	239,580.00
		2014	244,242.00
		2015 YTD	69,483.00
BELLINGHAM	12/1/2012	2013	129,418.00
		2014	280,628.00
		2015 YTD	78,693.00

AGENDA

ITEM #11

Approval – One-Day Alcohol Licenses

- a. **Smith – Thayer Homestead – 2/15/15**
- b. **Schiller – Thayer Homestead – 2/28/15**
- c. **Parsons – Thayer Homestead – 3/7/15**

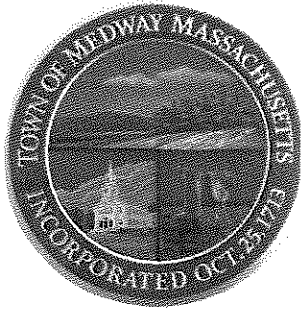
Associated back up materials attached.

- Respective applications and Police Chief's recommendations

Proposed motion: I move that the Board approve one-day all alcohol licenses for Debra Smith, Joann Schiller and Jamie Parsons for events at the Thayer Homestead on February 15, February 28 and March 7 respectively, conditioned upon fulfillment of the Police Chief's recommendations.

Board of Selectmen

Dennis P. Crowley, Chair
John A. Foresto, Vice Chair
Richard A. D'Ignazio, Clerk
Glen D. Trindade
Maryjane White



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

There is no fee for this license.

All Alcohol Wine and Malt

Event Baby Shower

Name of Organization/Applicant Debra Smith

Address Medway MA 02053

SSN or FID#

Phone Fax () Email

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Prayer House

Event Date 2/15/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y N

Estimated attendance 65

Will there be an age restriction? Y _____ N X

Minimum age allowed: _____

How, where and by whom will ID's be checked? Basically all adults

there - & maybe some infants

Is there a charge for the beverages? Y _____ N X

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training _____

Provisions for Security, Detail Officer _____

Does the applicant have knowledge of State liquor laws? Y _____ N X

Experience other than need to be 21'

The following may be required:

Police Dept. - Detail; Fire Dept. - Detail; Board of Health - Food Permit; Building Dept. - Tent Permit

Date of Application 1/15/15

Applicant's Signature Debra Smith

Applicant's Name Debra Smith

Address Medway, MA

Phone () _____ Fax () _____ Email _____

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

Board of Health _____
Town Hall, 2nd Fl _____ Date _____

Building Department _____
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

Phone: 508-533-3212
FAX: 508-533-3216
Emergency: 911

Allen M. Tingley
Chief of Police

January 20, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Smith - One-Day Liquor request – Thayer House – Baby Shower

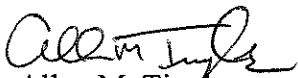
I have reviewed the application for the ^{one} day liquor license request for the Smith family baby shower scheduled for February 15, 2015 at the Thayer House.

I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street.

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license (At the Boards discretion a certified server should be on the premises), and the Alcoholic Beverage Control Commissions rule concerning one day licenses (Special licensees cannot purchase alcoholic beverages from a package store and cannot accept donations of alcoholic beverages from anyone) are followed.

Respectfully Submitted


Allen M. Tingley
Chief of Police

Board of Selectmen

Dennis P. Crowley, Chair
John A. Foresta, Vice-Chair
Richard A. D'Innocenzo, Clerk
Glenn D. Trindade
Maryjane White



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TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

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For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

There is no fee for this license.

All Alcohol Wine and Malt

Event Family party / Bridal Shower

Name of Organization/Applicant Joann Schiller

Address _____

SS# or FID# _____

Phone _____

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 2/28/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5pm - 11pm

Is event open to the general public? Y N

Estimated attendance 50

Will there be an age restriction? Y X N _____

Minimum age allowed: 16y.o.

How, where and by whom will ID's be checked? Family members

Is there a charge for the beverages? Y _____ N ✓

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

NA

Provisions for Security, Detail Officer _____

Does the applicant have knowledge of State liquor laws? Y ✓ N _____

Experience Research only

The following may be required:

Police Dept. -- Detail; Fire Dept. -- Detail; Board of Health -- Food Permit; Building Dept. -- Tent Permit

Date of Application 1/15/2015

Applicant's Signature Joann Schiller

Applicant's Name Joann Schiller

Address Dracut MA

Phone _____ Fax _____

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Millford St _____ Date _____

Board of Health _____
Town Hall, 2nd Fl _____ Date _____

Building Department _____
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

Phone: 508-533-3212
FAX: 508-533-3216
Emergency: 911

Allen M. Tingley
Chief of Police

January 15, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Schiller- One-Day Liquor request – Thayer House – Family Party/Bridal Shower

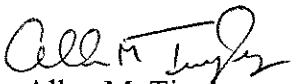
I have reviewed the application for the ^{one} day liquor license request for the Schiller family party/bridal shower scheduled for February 28, 2015 at the Thayer House.

I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street.

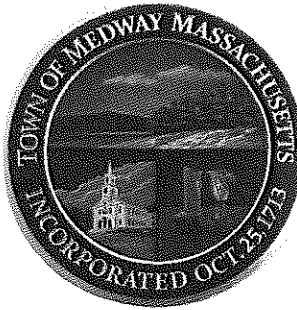
The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license (At the Boards discretion a certified server should be on the premises), and the Alcoholic Beverage Control Commissions rule concerning one day licenses (Special licensees cannot purchase alcoholic beverages from a package store and cannot accept donations of alcoholic beverages from anyone) are followed.

Respectfully Submitted


Allen M. Tingley
Chief of Police

Board of Selectmen

Dennis P. Crowley, Chair
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**TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS**

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

There is no fee for this license.

All Alcohol Wine and Malt

Event 60th surprise birthday Party

Name of Organization/Applicant Jamie Parsons

Address Medfield MA 02052

SS# or FID# _____

Phone _____

Non-Profit Organization Y _____ N N/A

Attach non-profit certificate of exemption

Event Location Thayer Homestead - 210 Oak St. Medway

Event Date March 7 2015

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

5 pm (set up) guests arriving @ 6:30
ending around 11:30 pm (12:00)

Is event open to the general public? Y _____ N

Estimated attendance approximately 90

Will there be an age restriction? Y _____ N _____ *There will be no guests under 21*
Minimum age allowed:

How, where and by whom will ID's be checked? Bartender

Is there a charge for the beverages? Y _____ N ✓
Price structure:

Alcohol server(s) _____
Attach Proof of Alcohol Server Training - Bartender - Guy Ministeri -

Bartender will fax or send paperwork to town administrator office - Ms. Potter

Provisions for Security, Detail Officer NONE

Does the applicant have knowledge of State liquor laws? Y ✓ N _____

Experience N/A

The following may be required:
Police Dept. - Detail; Fire Dept. - Detail; Board of Health - Food Permit; Building Dept. - Tent Permit

Date of Application January 20, 2015

Applicant's Signature *Jamie Parsons*

Applicant's Name Jamie Parsons

Address Medford MA 02052

Phone _____

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____ Date
315 Village St

Fire Department _____ Date
44 Milford St

Board of Health _____ Date
Town Hall, 2nd Fl

Building Department _____ Date
Town Hall, 1st Fl



Medway Police Department

315 Village Street
Medway, MA 02053

Phone: 508-533-3212
FAX: 508-533-3216
Emergency: 911

Allen M. Tingley
Chief of Police

January 29, 2015

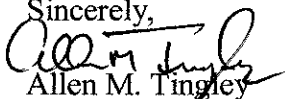
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- 60th Surprise Birthday Party

I have reviewed the request from Jamie Parsons 10 Stagecoach Rd. Medfield Ma. for a one day liquor license for a 60th surprise birthday party, to be held at the Thayer House, 2B Oak Street, on March 7, 2015. I approve of the issuance of this license with the stipulations there will be no on-street parking on Mechanic Street and Oak Street and all alcoholic beverages served at the event, must be purchased from a licensed wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA ITEM #12

Action Items from Previous Meetings

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/M. Boynton	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.); Mtg of Cable Advisory Com	BOS	Verizon to initiate in early 2015; Com to meet in fall 2014
5	7/22/2014	Net-metering Agreement	J.Foresto/S.Mercande	Ongoing
6	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
7	7/28/2014	Zoning Bylaw recodification	SAC/Judi Barrett	2015 Town Meeting
8	7/28/2014	DPS Facility Study	G. Trindade	Ongoing
9	8/11/2014	McGovern School windows project (final design)	School Dept.	3/9/15 Special Town Meeting
10	8/11/2014	Consideration of Local Meals Tax	BOS	Annual Town Meeting
11	1/20/2015	Playground concepts for Idylbrook and existng locations	G. Trindade	Annual Town Meeting

AGENDA

ITEM #13

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #14

Town Administrator's Report

AGENDA ITEM #15

Selectmen's Reports